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**ENGINEERING PROPOSAL FOR
A/E SERVICES FOR WATERLINE
REPLACEMENT AT VARIOUS STATE PARKS
SOLICITATION # CEOI DNR19*05**

Prepared for:
Bid Clerk
Department of Administration
Purchasing Division
2019 Washington St. E
Charleston, WV 25305



L.A. Gates Company
Engineers & Consultants

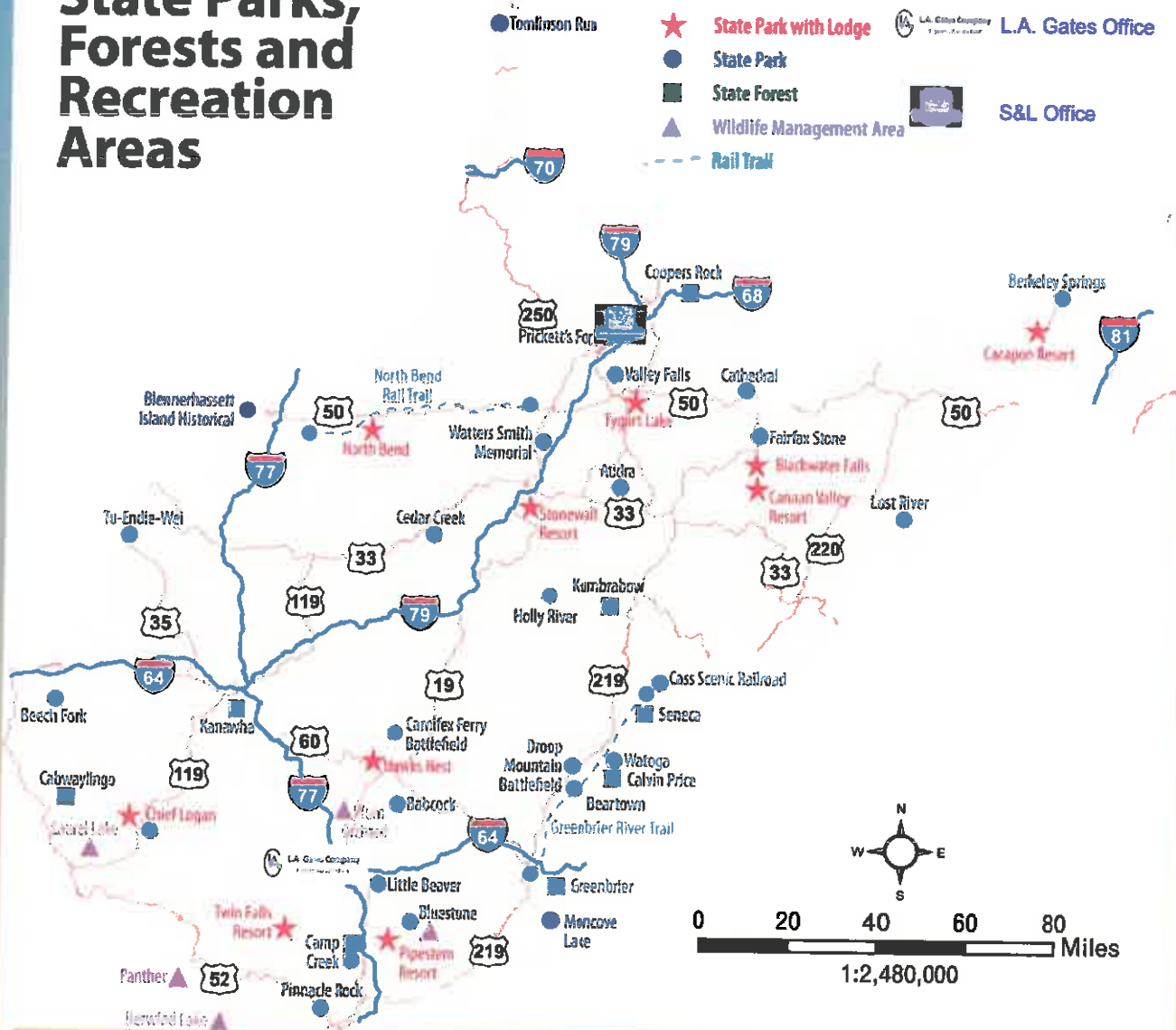


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West Virginia Division of Natural Resources

State Parks, Forests and Recreation Areas



L. A. GATES COMPANY

ENGINEERS AND CONSULTANTS

L. A. GATES, P.E.
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VICE PRESIDENT -
FINANCE & ADMINISTRATION

October 29, 2018

Mr. Guy Nisbet
Department of Administration
Purchasing Division
2019 Washington St E
Charleston, WV 25305

Re: **Water Line Replacement – Various State Parks**
AEOI 0310 DNR190000005

Dear Mr. Nisbet,

Enclosed, please find our response to the Request for Qualifications for the project referenced above to provide the WV Division of Natural Resources (DNR) with planning and design for improvements to the water systems in various State Parks throughout our wonderful State. We are sure that the team we are proposing for this project can accomplish the needs at the Parks, both efficiently and effectively.

I was hired to lead the charge in diversifying our clientele back into the utility industry. We are looking to find a small group of clients and partner with them as their engineer. You will not get "lost in the mix" or caught behind other deadlines, you are OUR client. Our experience in the water industry includes numerous projects of differing sizes and complexities, and we will utilize that experience in working with the Park staffs to pinpoint the problems, plan, and ultimately implements the needed improvements.

The project team we are proposing for this project brings together a diverse history of experience on utility projects together, having worked in the industry at our firm and others. We also understand that this project is a priority to the Park and special consideration needs to be given for construction to minimize the disruption to Park patrons. We are local and will work with the DNR onsite, stay readily available, and communicate our plans thoroughly with the Park staff and project team.

We appreciate the opportunity to partner with you and we are committed to developing a successful project. We look forward to further discussing the project with you in an interview.

Sincerely,
L.A. Gates Company



Thomas "Lance" Morgan, PE
Director of Utility Services Enclosures

Introduction

L.A. Gates Company was established in Beckley, West Virginia, in 1985 to provide civil and mining services but it began in 1920 when Lauren A. Gates joined the Merrill Ferguson Engineering Company. After World War II, his son, Leslie C. Gates joined the firm and continued the Gates philosophy of providing professional services on time and at a reasonable cost. In 1961 the name of the firm was changed to Gates Engineering Company. At that time, professional services were expanded to include civil engineering and architectural services both functioning independently.

In 1972, L.A. Gates, Lauren's grandson joined Gates Engineering Company to continue the Gates tradition of service. In 1976, services were expanded internationally with a branch office in Sydney, Australia. In 1980, Gates Engineering Company became a wholly-owned subsidiary of Ebasco Services, Inc., a company originally started by Thomas A. Edison in 1905. By 1985, Ebasco dissolved the subsidiary and L.A. Gates became an independent engineering firm.



Today, L.A. Gates Company continues to offer the same professional service which began over 100 years ago headquartered in Beckley, WV. The company is comprised of a multi-disciplined team of engineers, designers, technicians, and construction managers that continues the company's legacy of excellence. Gates staff of over 45 employees, including 11 professional engineers, all licensed in West Virginia as well as many other surrounding states. The Gates name has become synonymous with a tradition of excellence in the Civil, Transportation, Mining, and Natural Gas industries.



SKELLY and LOY, Inc.



A. FIRM OVERVIEW

Name: SKELLY and LOY, Inc.
Local Office: 240 Scott Avenue, Morgantown, West Virginia 26508
Business Designation: Woman's Business Enterprise (WBE) certified by the City of Harrisburg (PA) and Howard County (MD), registered with the City of Philadelphia (PA), listed with WV State Purchasing (WVOasis)
Point of Contact: Mr. Daniel Miller, P.E.
Phone: 304-533-0669
E-mail: dmliller@skellyloy.com
Senior Leadership Team: Sandra Loy Bell, Chairman of the Board
John W. Gunnett, P.G., President, Chief Executive Officer, Chief Operating Officer
Gerald W. Longenecker, P.E., Executive Vice President – Engineering
Sandra K. Basehore, Executive Vice President – Environmental
James T. France, C.P.A., Chief Financial Officer

Established in 1969, Skelly and Loy, Inc. is a privately owned, mid-sized corporation employing more than 150 engineers, environmental scientists, geologists, historian/archaeologists, planners, GIS and CAD technicians, and support personnel in 6 Middle Atlantic offices. Locally based in Morgantown, Skelly and Loy, Inc. has a long history of working throughout West Virginia. We have project experience in 49 of West Virginia's 55 counties. Throughout the course of our history, we have provided a wide range of professional civil, environmental, and mining engineering and environmental services to public and private sector clients throughout much of the United States and abroad. In 2018, Skelly and Loy was ranked as one of the Engineering News-Record's Top 200 Environmental Firms in the United States and continues to build on this strong foundation and enhance its services. Our specific services include the following.



- **Civil, Environmental, and Mining Engineering:** Water, wastewater, watershed assessments, water quality sampling, green stormwater infrastructure, natural stream restoration, stream daylighting, stormwater best management practices, groundwater, civil site, acid mine drainage, hydrology/hydraulics, natural stream restoration, permitting, construction management, construction inspection
- **Environmental:** Permitting, noise and air quality, environmental compliance, wetlands, threatened and endangered species, National Environmental Policy Act (NEPA) documentation, cultural and historical resources
- **Geo-Environmental Engineering:** Hydrogeologic investigations; lead, asbestos, and mold assessments; management of underground storage tanks; industrial hygiene evaluations; hazardous waste investigations; Phase III environmental site assessments
- **After Market Services (AMS):** Construction management; construction, inspection, operation, and maintenance of municipal water, stormwater, wastewater, stream restoration, and remediation treatment systems



Qualifications and Experience

Communication - Lance Morgan, PE will work as the direct line of communication on the project. Throughout my career I have worked with numerous water systems on rehabilitation and replacement of water distribution components. I will take this experience and work with the Park staff to outline a plan of attack to eliminate the problems with leaking and undersized lines.

History of Projects (Budget) - We pride ourselves in working within a project budget and being mindful of project costs as we move through the planning and design. For this project we will assemble a summary of needs by meeting both with the planning office but also with the staff in the field that work daily with the system. This is where we can itemize the needs for the project and get a grasp on the cost of each of the components. When designing projects, it is paramount that we keep this budget in mind. A clear approach to meeting the budget is illustrated below:

- Being a small firm, we control our time and costs for the engineering portions of the project.
- As we design improvements, we will exhaust our efforts to analyze options for distribution system improvements, taking a unique look at each Park and their operations and maintenance concerns.
- A next level "Value Engineering" review will be conducted by team member not directly involved in the design to review the project for potential cost savings.
- A design that can actually be constructed. Our proximity to the project areas will allow us to spend the necessary time to make sure it is not just a paper design but something that can be economically built.
- We pride ourselves on plans that are bid friendly for contractors, which will also attract competitive bids for construction.



History of Projects (Time) - As with all projects, time is of the essence. We are in a unique position where your project will get 100% of our efforts. We have assembled a team of professionals that are ready to start on the project today and will focus solely on your project without the distraction of numerous other project deadlines and meetings. Our plan for ensuring this timeliness is outlined below:

- For L.A. Gates you are our only client. You will receive all of our attention on the project with no outside distractions.
- Having redeveloped our municipal division, we cannot fail. We will do whatever it takes to meet all deadlines.
- We will outline our approach step-by-step and update regularly so all team members are aware of where we stand with each task.
- Our team has the capabilities to move this project from start to finish, allowing us to expedite the processes as we move forward.
- We will have a clear design, full-time inspection, and frequent meetings during construction to ensure the contractor is within the limits of time and budget.

Project Experience - The project team has experience in all facets of the proposed project. We have worked with numerous clients on the planning and design of improvements to their water systems. This project would involve all aspects of that experience as we work with the Park staff to review their system, where the problems and maintenance has been focused, and plans to improve the process to distribute water throughout the Parks. The project areas, once identified, will be evaluated and compared to past successes to plan the improvements for design and construction.



Approach to Goals/Objectives

Goal/Objective 1 - The first step of any successful project is a review of the existing plan, not just in the paper but in the field. To ensure that the project is addressing the real issues that are being faced in the field, the requires not only an open line of communication with the park but **willingness to put boots on the ground** and have a working knowledge of the issues. **We will work with the staff, as an extension of the crew, to work through the issues and develop a plan that addresses the staff concerns. It will also be necessary to maintain this communication plan to put together a sequence of construction that will allow the system to continue functioning while the improvements are being constructed.**

Goal/Objective 2 - Our experience in working with numerous regulatory agencies and with different design criteria we are confident that we can complete the project in a manner that will satisfy the needs of the DNR and all applicable codes and laws in the State. This is done by knowing the laws and expectations of the project and providing solutions that are not only effective and economical but that fall within the design parameters given by the regulatory agencies. We have always been an advocate of involving the agencies early and often as part of the process which ensures that we are following all guidelines but this will also expedite approvals throughout the design and construction.

Goal/Objective 3 - No project is complete with comprehensive Construction Contract Administration. We will assist the state in all facets of post design, including bidding and award, contract administration, and inspections. It is important to have someone that has been involved throughout the planning and design to administer construction for continuity to ensure project expectations are met. As project manager from the start, Mr. Morgan will work with the state to through each of the post design components. Again, communication will be key in working with the contractor and the park through construction to minimize any disturbances to the daily activities of the park personnel and patrons. Our proximity to the sites will also allow us to have a professional engineer that was involved in the design of the project to be onsite should issues occur. Full-time project inspection from an industry professional with experience in construction will also be provided as our eyes and ears for daily construction to protect our interests during construction.



Key Personnel

Lance Morgan, PE - Project Manager - As project manager on your project, my responsibilities will be to oversee the project, the staff, timeline and budgets ensuring that your project is the top priority. I will work hand in hand with the staff and with the DNR office to make sure that we are moving forward and meeting the needs of you, the Owner. Communication is key when working through the project and I will be available to you 24/7. Having served for many years at the President of the Cool Ridge - Flat Top PSD, I understand the difficulties and concerns in working with a field staff as well as managing a project from a remote location.

Bob Bragg, PE - Water Loss - Bob has extensive experience in evaluating systems where water loss has been an issue with the distribution system. Bob will work with me and the field staff to review the system, evaluate areas where the staff has performed past maintenance or anticipate leaks, maintenance records, etc. to pinpoint areas where we can focus our design to get the most improvements economically for the Park.

Wade McKinney - Project Engineer - Wade works with me in the Beckley office and is a highly skilled and motivated engineer. Wade will work with me in the field and in the office to develop and draft improvements plans for the park. Wade is a "boots on the ground" engineer and will spend whatever time necessary with the park staff to know the system and the issues that arise with the daily operations.

Daniel Miller, PE - Skelly & Loy - is a Senior Environmental Engineer in Skelly and Loy's Environmental Engineering Services Group. Mr. Miller has over 35 years of combined water/wastewater engineering experience. He also has been the Engineer of Record for the Town of Rivesville, Marion County, WV for over 20 years. Mr. Miller has supported them for various projects. The Town operates a water storage and distribution system for which numerous improvement projects have been completed over the years. Projects ranging in magnitude form tens of thousands to multiple millions of dollars.

Jay Cantley, PE, LS - QA/QC - As the Executive Vice President of our firm, Jay will oversee me and also function as the Quality Control Office on the project. It is important, as we develop and grow, the we produce the highest quality reports, plans and specifications. Jay will ensure that our work is second to none.

The following resumes further detail the above resources.



Resumes

Thomas "Lance" Morgan, PE Director of Utility Services 19 Years Experience

EDUCATION:

- Bluefield State College,
– B.S. Civil Engineering, 1999

REGISTRATION:

- Professional Engineer
– West Virginia # [REDACTED]
– Virginia # [REDACTED]

MEMBERSHIPS:

- ACEC/WV
- Bluefield State College Foundation Board
- Bluefield State College Klingensmith Cup
- Bluefield State College Industrial Advisory Board
- Town of Sophia Building Commissioner
- Town of Sophia Dilapidated Buildings Committee

SPECIALTIES:

- Project Management
- Water and Wastewater Design
- Stormwater Management
- Sediment & Erosion Control Design
- Project Quality Control
- Construction Coordination
- Contract Administration
- Funding and Grant Applications
- Leak Detection and Inflow & Infiltration
- Preliminary Engineering Assessments
- Construction Management

Lance Morgan, PE, joined L.A. Gates this year, to serve as the Director of Utility Services. From his prior 19 years of experience with other firms, Lance brings with him a varied knowledge of Project Management in water, wastewater, and stormwater projects. He has a vast understanding of project management, estimation, and funding regulations in Virginia and West Virginia. As the Project Manager, Lance will be responsible for overseeing the project staff, project time line and budget to ensure your projects are a top priority. Lance is also active in the communities, having served as the Chairman of the Cool Ridge -Flat Top PSD. He currently serves on the Industrial Advisory Board, the Foundation Board, and the Klingensmith Cup Board for Bluefield State College as well as serves as the Engineer for the Town of Sophia's dilapidated Buildings Committee.

Water System Planning and Design

- *Sam Black Church Water, Greenbrier PSD #2 (Others)*
- *Bluefield Water Improvements, Town of Bluefield (Others)*
- *Coaldale Mountain Water, Bluewell PSD (Others)*
- *Countywide Water Study, Smyth County (Others)*
- *Leak Detection and PER, Town of Saltville*
- *Leak Detection and PER, Town of Pocahontas*
- *Artesian 3300 Source and Distribution Improvements, Bland County*
- *I-77 Water Extension – WV American/Bland County*
- *Wythe County Water – Wythe County*
- *Term Contract – Town of Bluefield*
- *Term Contract – Smyth County*
- *Term Contract – Bland County*
- *Term Contract – Town of Saltville*



L.A. Gates Company

Engineers & Consultants

Resumes

Wade McKinney **Civil Designer** **5 Years of Experience**

EDUCATION:

- Fairmont State College
– B.S. Civil Engineering

SPECIALTIES:

- AutoCad Design
- Civil 3D
- Pipe Networking
- Permitting
- FEMA Disaster Relief Design
- Site Development
- Water/Wastewater Design
- Stormwater Design
- Erosion and Sediment Control
- Project Documentation
- Cost Estimating
- SSES/CSO Evaluations
- MS4
- Construction Coordination
- Construction Inspection
- Construction Management
- Funding Applications
- Railway Permitting

Mr. McKinney joined L.A Gates in 2018 after graduating with a BS degree in Civil engineering from Fairmont State College. Mr. McKinney is experienced in Auto CAD and various other design software. He has extensive field experience in both inspection and survey, design and project management, funding applications, and plan and technical document assembly. He has gained experience over the last 4 years as a Project Engineer/Project Manager in a variety of projects ranging from water and wastewater system improvements, site work, FEMA work, to recreational trail projects.

Professional Experience

- *Boyscouts of America – Water, Sewer, and Site Design – Mount Hope, WV (Others)*
- *Sam Black Waterline Extension Project, Greenbrier County PSD #2, Rainelle, WV*
- *New Richmond Waterline and Plant Upgrade, Ravenscliffe-McGraws-Saulsville PSD, New Richmond, WV*
- *FEMA Projects – Rainelle, Greenbrier PSD #2, Town of Fayetteville, Town of Richwood – Various drainage and utility projects*
- *Bingham Road Waterline Extension Project, Greenbrier County PSD #2, Rainelle, WV*
- *Zen's Café Storm Water Project, Beckley Sanitary Board, Beckley, WV*
- *East Park Pool Improvements Project, Beckley Sanitary Board, Beckley, WV*
- *Lift Station Upgrade Project, Greenbrier County PSD #2, Rainelle, WV*
- *Piney Creek Wastewater Treatment Plant Upgrade, Beckley Sanitary Board, Beckley, WV*
- *Design and Inspection for Oil and Gas Compressor Stations and Pads, Various Locations*



L.A. Gates Company

Engineers & Consultants

Resumes

Jerry (Jay) W. Cantley, Jr., P.E., P.S. **Executive Vice President** **28 Years Experience**

EDUCATION:

- West Virginia Institute of Technology,
– B.S. Civil Engineering, 1987

REGISTRATION:

- Professional Engineer
– West Virginia # [REDACTED]
– Virginia # [REDACTED]
- Professional Surveyor
– West Virginia # [REDACTED]

MEMBERSHIPS:

- Tau Beta Pi - Alpha Chi Chapter
- President Elect – ACEC WV
- West Virginians for Better Transportation

SPECIALTIES:

- Project Management
- Roadway Design and Plan Production
- Stormwater System Design
- R/W Plan Development
- Sediment & Erosion Control Design
- Project Quality Control
- Construction Coordination
- Surveying
- Water and Wastewater Design
- Contract Administration

Jay has over 28 years of experience on a wide variety of civil engineering projects. His projects include work on transportation, water and sewer, site development and environmental projects. He has worked for L.A. Gates Company for the past 24 years starting as a design Engineer in 1991. Since 2005, Jay has been promoted to Executive Vice President and Chief Operating Officer and is the principal in charge of all Engineering Design. Jay oversees and manages all work done at L.A. Gates Company. In Jay's 28 years of experience he has managed over 60 roadway and bridge projects, 20 water and sewer projects and 50 civil/site projects. Jay's strongest skill set include; Project Management, Highway Design, and Stormwater Systems Design. Jay currently directs a staff of 38 engineers, technicians, inspectors and surveyors, who design and prepare plans for projects involving bridges, highways, and natural gas.

Water and Sewer Design

- SSPSD Cool Ridge/Flat Top WWTP Improvements
- SSPSD Ward Park Sewer Line Improvements
- SSPSD Mont Phillips Road Extension
- SSPSD Lamplighter Road Extension
- SSPSD Sky Line Drive Extension
- Georgia Pacific Plant Water & Sewer Line Extensions
- Treatment Plant for Twin Falls State Park, Wyoming County, WV
- Treatment Plant Pipestem State Park, Mercer County, WV
- Treatment Plant and Collection System for Babcock State Park, Fayette County, WV
- Treatment Plant and Collection System for Watoga State Park, Pocahontas County, WV
- Treatment Plant and Collection System for Bluestone State Park, Summers County, WV



L.A. Gates Company

Engineers & Consultants



EDUCATION:

B S., Environmental Engineering, 2009, The Pennsylvania State University

PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS:

Professional Engineer, PA

YEARS OF EXPERIENCE:

10 Years

Mr. Matincheck has experience in environmental, civil, and construction related projects. This experience has been gained through involvement in the planning, process design, preliminary design, and detailed design for numerous engineering projects. Mr. Matincheck has provided technical input on acid rock drainage (ARD), rainwater harvesting and reuse, surface water quality, stormwater management, spill prevention, control, and countermeasures (SPCC), domestic and industrial wastewater, potable water, and stream restoration projects.

His experience includes design of potable water, stormwater, and wastewater treatment solutions for industrial, municipal, and residential clients. As a result, his project experience encompasses a broad range of treatment systems both in size and complexity. On such engineering projects, Mr. Matincheck has determined the physical, biological, and chemical characteristics of the influent including flow rates and constituents concentrations. His responsibilities have included evaluating flow data in regard to hydraulics, effluent requirements, mass loading and solids balance, environmental constraints, equipment availability, O&M and construction costs, and personnel and energy requirements.

PROFESSIONAL EXPERIENCE

Domestic Wastewater Design - Mr. Matincheck has evaluated options and designed wastewater systems to serve campgrounds, new developments or existing neighborhoods that exist outside of a central wastewater service area. Services include option evaluation and selection, sewage planning modules preparation, Water Quality Management (WQM), NPDES, and General permit application preparation, and system design and implementation. System design includes but is not limited to estimating costs, pump and pump station design, capacity (source and treatment) evaluations, and preparation of design drawings, specifications, erosion and sedimentation plans, and detail quantities for contractor bid.

Mr. Matincheck has also provided wastewater system engineering consulting for existing municipal and privately owned permitted wastewater systems. Services performed include infrastructure management, evaluation of collection system infiltration and inflow, National Pollutant Discharge Elimination System (NPDES) permit renewals, and the design of new facilities or modification to the system infrastructure.

Potable Water Systems Engineering - Mr. Matincheck has provided potable water system engineering consulting for existing municipal and privately owned public water systems such as campgrounds, camps, retreats, and small developments. Services performed include infrastructure management, distribution and storage system computer modeling and analysis, permit modifications, design of new facilities or modification to the system infrastructure, Public Water Supply permit application preparation, and preparation of design drawings for the construction of source, treatment, distribution, and storage facilities.

Mr. Matincheck has also provided construction oversight for potable water systems. Services include construction inspections, water sampling oversight and review, and construction certification.

Rain Water Harvesting and Reuse - Mr. Matincheck has performed conceptual and detailed design of rainwater harvest systems with treatment and



storage and with ultimate reuse as wash or irrigation water at over 15 sites. The work included evaluating the feasibility of rainwater collection and storage, and providing a cost estimate for construction. Design of the rainwater harvesting systems included preparation of detailed construction drawings and specification including quantities tables for contractor bidding. Applications for zoning, plumbing, and land development permits were also prepared. Services for contractor bid assistance and construction monitoring were also included.

Surface Water Quality - Mr. Matincheck has provided technical input on the presentation of stormwater and wastewater discharge (NPDES) permit applications. Application preparation included review and compilation of historical discharge sampling results, sampling of existing outfalls, projection of future outfall parameter concentration, completion of the application forms, and performance of public and municipal notifications.

Spill Prevention Control and Countermeasures (SPCC) Plans - Mr. Matincheck has developed numerous spill response plans for various industrial, commercial, and institutional (schools and universities) clients. The plans included spill prevention and response planning and provided detailed instructions on location and types of oil collection devices required to contain spills and protect wildlife sensitive areas as well as instruction on the required downstream notifications.

Stormwater Management - Mr. Matincheck has provided municipal stormwater management services. Services include computer-based stormwater runoff modeling, design calculations, implementation of best management practices, and field evaluation of water body obstructions and points of concern. Services also include the design of collection systems to separate wash water from washpads and building trenches from stormwater.

Industrial Wastewater and Waste Management - Mr. Matincheck has provided industrial wastewater services to industries including the identification and quantification of contaminants of concern and wastewater volumes. Mr. Matincheck has also been involved in the preparation or modification of required permits.

Acid Rock Drainage (ARD) Remediation Projects - Mr. Matincheck has provided ARD remediation engineering services for both ground water and storm water. Remediation services included design, preparation of operation and maintenance plans, estimating costs, pump and pump station design, capacity (source, treatment, distribution, and storage) evaluations, and preparation of design drawings for the collection, treatment, and storage facilities for acid rock drainage from road cuts.

Stream Restoration Projects - Mr. Matincheck has provided stream restoration services to numerous clients. Services include the assessment and design of streams using natural stream channel techniques. Mr. Matincheck has also been involved in field evaluation and surveying of the stream channel and problem areas.

DANIEL L. MILLER, P.E., Senior Environmental Engineer



EDUCATION:

B.S., Engineering Physics/
Chemistry, West Virginia
Wesleyan College, 1978

Associate, Chemistry/
Physics, Butler County
Community College, 1976

PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS:

Professional Engineer, PA,
██████████

Engineer-in-Training, CO

OSHA 40-Hour Hazardous
Waste Operations and
Emergency Response
Training

OSHA Hazardous Waste Site
Supervisor

OSHA 10-Hour Construction
Safety Training

AWWA - Risk Assessment
Methodology for Water
Systems

PROFESSIONAL AFFILIATIONS:

American Water Works
Association

Pennsylvania Rural Water
Association

Pennsylvania Municipal
Authority Association

Water Environment
Federation

West Virginia Municipal
League

YEARS OF EXPERIENCE:

39 Years

A licensed Professional Engineer, Mr. Miller serves as a Project Manager and Design Engineer for the Environmental Engineering Services Group. He has combined experience in environmental and process engineering. His expertise is in the area of water, wastewater, and groundwater treatment systems. He has extensive experience with physical/chemical and biological treatment systems. He has experience with all aspects of the design and construction process. He has performed process design; detailed design; and equipment procurement, installation, startup, and troubleshooting activities. He has been responsible for the implementation and construction management for several projects at a variety of industrial and municipal sites. He has served as project manager for numerous treatment facility projects and has assisted with regulatory negotiations and the approvals process.

PROFESSIONAL EXPERIENCE

Skelly and Loy is presently nearly complete with Region VI Planning and Development Council's Hazard Mitigation Plan. Region VI is composed of six counties and 39 municipalities. The Hazard Mitigation Plan involved close coordination with the Federal Emergency Management Agency (FEMA) and included the following key elements: regional profiles of each county, planning and stakeholder meetings, hazard identification and risk assessment, assessment of risk including storms, winds, and flooding, and implementation, management, and maintenance of mitigation plan. Dan Miller assisted with the plan development and coordinated key stakeholder meetings, particularly in Monongalia County.

Potable Water Systems Engineering - Mr. Miller has provided ongoing potable water system engineering and consulting for numerous existing municipal and privately owned public water systems. Serving as the appointed Engineer of Record, his services performed include preliminary system evaluations, operations consulting, infrastructure management/capital improvement plan preparation, capacity/expansion analysis (source, treatment, distribution, and storage), budget and user rate evaluations, permit renewals, evaluation of impacts due to new regulatory requirements, and design of new facilities or modification to the system infrastructure.

Mr. Miller's experience includes new sources and design of new systems for existing areas and new developments not currently served by a public water system. These services included identification of potential sources, evaluation of the source options, testing of the selected source, preparation of Public Water Supply permit applications, and preparation of design drawings for the construction of source, treatment, distribution, and storage facilities. His experience has primarily been within Pennsylvania and West Virginia, although it branches farther. He is experienced with West Virginia's Infrastructure and Jobs Development Council (IJDC) and its funding/approval process, the Pennsylvania Infrastructures Investment Authority (PennVest), and some of the federal programs such as Small Cities Block Grants (SCBG) and Community Development Block Grants (CDBG).



PROJECT EXPERIENCE

Potable Water

Water Supply Line Project, Town of Rivesville, West Virginia - Project Manager and engineer for the preparation of the design and bid package for the replacement of the main water supply line from the City of Fairmont to the Town of Rivesville. This project was unique in that there were competing projects submitted to the WVJDC. Additionally, this project was selected over competing project to move forward by the IJDC Consolidation Committee.

Emergency Waterline Replacement Project, Town of Rivesville, West Virginia - Project Manager and Design Engineer for a replacement of a waterline replacement project for a waterline that crossed beneath the railroad. The project that was completed on an emergency basis due to the onset of winter weather. The total cost of the project was approximately \$410,000. Mr. Miller succeeded in obtaining permits from the railroad in short time and having the project funded 100% by grant money from the WV Infrastructure and Jobs Development Council (WVIJDC).

Water Treatment System Construction and Startup, City of Romney, West Virginia - Project Manager managed budgets, supervised construction management, performed the startup, and provided ongoing operation support for a 1.2 MGD surface water treatment system which included both physical and chemical pretreatment to remove turbidity, iron, and manganese followed by conventional sand filtration, chlorination, and fluoride addition. This project also included waterline extensions, construction of a new waterline, construction of a new intake, a 450,000-gallon additional storage tank, and computer controls with a telemetry system.

Water System Improvements Project, Rivesville, West Virginia - Project Manager and Engineer for preparation of the design and bid package for this \$5.1 million water improvement project which included line replacement, line extensions, addition of fire protection, a chlorine booster station, and storage tank work.

Grant Application, Water System Improvements Project, Rivesville, West Virginia - Project Manager and Engineer for preparation of the application to the West Virginia IJDC for this \$5.1 million water improvement project which included line replacement, line extensions, addition of fire protection, a chlorine booster station, and storage tank work. Funding requests totaled \$2,500,000 in grants and \$2,585,276 in a 0% interest 40-year loan.

Harmony Borough Water Authority, Harmony Borough, Pennsylvania - Engineering Consultant for a surface water treatment and distribution system rated for 216,000 gallons per day (gpd) production. Work consisted of meeting attendance, assistance with capital budget, permitting assistance, negotiations for inter-municipal agreements, preparation of plans and specifications for ongoing projects, and review of developer-proposed projects.

Water Line Extension Projects, Design and Construction, Harmony Borough Water Authority, Harmony, Pennsylvania - Project Manager responsible for designing, bidding, and providing construction support services for several waterline projects. These have included replacement of aged waterlines, stream crossing, and typical extension projects. Sought financing through PENNVEST.

Claysville Donegal Joint Municipal Authority (CDJMA), Claysville, Pennsylvania - Engineering Consultant for a surface water treatment and distribution system rated for 260,000 gpd production and a wastewater collection and treatment system rated for 160,000 gpd. The wastewater treatment system employs rotating biological contacts with chlorination/de-chlorination. Work consisted of meeting attendance, assistance with capital budget, permitting assistance, negotiations of inter-municipal agreements, grant application preparation, preparation of plans and specifications for ongoing projects, preparation of Chapter 94 reports, performing and documenting the annual dam inspection, and review of developer proposed projects.

Long-Term Planning Study and Needs Analysis Report, Harmony Borough Water Authority, Harmony, Pennsylvania - Project Manager assisted in the identification of the system's long-term needs and goals. Budgetary project estimates were developed for each identified project and the projects were ranked for priority of need.



User Rate Analysis and Recommendation, Harmony Borough Water Authority, Harmony, Pennsylvania - Project Manager who prepared a detailed financial analysis of the client's budgets, anticipated projects, customer base, and rates. Responsible for coordinating with the Authority and the team, identifying long-term needs, preparing estimated projects costs, and developing different rate structures for analysis by the financial subconsultant.

Confluence Water System Improvements Project, Confluence Borough Municipal Authority, Confluence, Pennsylvania - Civil Design Engineer for water system improvements of a new 100,000-gallon storage tank and 18,000 linear feet of new waterline. Duties included designing some the water treatment system and performing quality assurance and control reviews of the water system design.

Operations Assistance, Water System, St. Francis College, Loretto, Pennsylvania - Project Engineer for assistance in resolving operation problems encountered with the distribution system and water quality. On different occasions, problems with coloration and odor occurred for this 0.2 MGD plant. Mr. Miller assisted the water system personnel in identifying and resolving the cause.

Permitting Assistance, Water System, St. Francis College, Loretto, Pennsylvania - Project Engineer for assisting in obtaining a permit for NPDES discharge of backwash effluent and tank overflow for this 0.2 MGD plant. Mr. Miller assisted the facility's administrator in obtaining the permit.

NOV Resolution, Pequea Valley School District, Lancaster County, Kinzers, Pennsylvania - Project Manager and negotiator in addressing and resolving a violation of the Lead and Copper Act associated with the potable water system at the high school. Project included advising the District as to how to respond to the NOV and negotiating with the PA DEP for a resolution of the situation.

Ebensburg Water Line Replacement Project, Ebensburg Borough, Ebensburg, Pennsylvania - Civil Design Engineer for developing details for replacement of water mains within the project area for a larger sidewalks improvement project.

Permitting Assistance, Pequea Valley School District, Lancaster County, Kinzers, Pennsylvania - Project Manager to obtain construction and operations permits for five different water treatment systems providing water softening, nitrate removal, pH adjustment, and corrosion control for five different school buildings within the District. This work included specifying revisions to the existing systems and assisting the District to self-perform the recommended modifications. This work also included developing standard operating procedures for system monitoring and water quality sampling.

Permitting Assistance, Franklin County General Authority, Chambersburg, Pennsylvania - Project Manager and Engineer who prepared and submitted the modules required to obtain modification to the water supply permit for the Franklin County General Authority water treatment plant. The permit was to allow the use of potassium permanganate as a chemical oxidant for the removal of manganese from the raw water source. The water system is rated at 1.0 MGD treatment capacity. Treatment for manganese removal is occasionally required during inversion of the reservoir.

Water System Improvements Project, Franklin County General Authority, Chambersburg, Pennsylvania - Civil Design Engineer for preparation of design documents, plans and specifications, bidding and negotiation, construction phase engineering support, and the one-year follow up certifications for a backwash handling system to treat backwash and clarifier sludge to suitable levels for discharge to NPDES outfall and the sludge management system for the solids waste stream.

Water Treatment Facility Installation, Alfred Merritt Smith WTP, Southern Nevada Water District, Las Vegas, Nevada - Project Engineer who performed the construction management for the water filters (filter underdrain, support gravel, and filter media) for the multi-million dollar expansion of the existing 10 MGD plant to double the capacity to 20 MGD. Duties included performing all aspects of product verification testing and directly supervising construction activities for the filters.

DANIEL L. MILLER, P.E., Senior Environmental Engineer



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Projects History

Similar West Virginia Clients:

- Athens
- Beckley Sanitary Board
- Beech Fork State Park
- Bluewell Public Service District
- Burnsville
- Cool Ridge – Flat Top Public Service District
- Danese Public Service District
- Green Valley Public Service District
- Logan
- Matoaka
- North Beckley Public Service District
- National Park Service
- Prichard
- Rainelle
- Shady Springs Public Service District
- White Pines Public Service District
- Winona



Similar Projects:

- National Park Service (Multiple) – Water and Sewer System Design and Construction Services
- Cool Ridge – Flat Top Sewer Project – Design and Construction Services
- Danese Waterline Extension Project - Design and Construction Services
- Raleigh County Public Service District - Drew's Creek Water System
- Glade Springs Wastewater Treatment Plant - Design and Construction Services
- McDowell County Public Service District – Sewer Extension Project - Design and Construction Services
- Shady Spring Public Service District – Little Beaver State Park Interceptor - Design and Construction Services
- Athens, WV Sewer Study – Design Services



**Flat Top Lake Water Distribution System
Ghent, West Virginia
Cool Ridge Public Service District**

The project consisted of installation of a new public water distribution system where none previously existed. The project provided water service to approximately 250 lake residences. Previously, the residences depended upon individual household treatment systems which used lake water as a raw water source.



The new system includes approximately 45,000 linear feet of 2-inch, 6-inch, and 8-inch water line, 28 fire hydrants, 28 valves, 8 blow-off assemblies, service lines, and meter assemblies. Work also included highway crossings and construction along the toe of the Lake Dam. Total construction cost of the project was \$1,350,000.

**Beckley-Stratton Consolidated Junior High School Water
Service Extension
Raleigh County, WV
Gates Calloway Moore & West / Raleigh County Board of
Education**

Provided design and construction documents for a major extension for water service for the new 92,000 S.F. junior high school.





Orbisonia-Rockhill Joint Municipal Authority Waterline Replacement Projects Huntingdon County, Pennsylvania

Client/Owner

Orbisonia-Rockhill Joint
Municipal Authority

Estimated Project Value

Total \$37,048

Key Components

Potable Water Mains Design and
Permitting



Skelly and Loy, Inc. performed the design and permitting efforts required for the replacement of several existing potable water mains within the Orbisonia-Rockhill Joint Municipal Authority water distribution system located in Huntingdon County, Pennsylvania. The first replacement project included the replacement of over 1,000 feet of existing 2-inch water pipe with new 6-inch diameter PVC water main. This replacement was performed in order to correct an excessive leakage problem. Skelly and Loy completed the design portion of this project, including preparation of design drawings, technical specifications, and a construction cost estimate. Following installation, the new water main was reconnected to several existing residences to restore service.

The second replacement project consisted of the installation of over 600 feet of new 6-inch diameter PVC water main outside of the construction area in conjunction with the widening of State Route 522 within portions of the Borough of Orbisonia and Cromwell Township. This work was necessary in order to avoid the interruption of service to the existing customers. The water main installation also included new service laterals for several existing residences, a fire hydrant, numerous

control valves, and a blow-off hydrant. Skelly and Loy completed the design portion of this project, including preparation of a detailed drawing package, technical specifications, and a construction cost estimate. Following the design phase of the project, Skelly and Loy provided limited construction oversight and reviewed equipment shop drawings and specifications submitted by the selected contractor.

The third replacement project involved the replacement of an old leaking pipe within the State Route 994 right-of-way in the Borough of Rockhill with approximately 730 feet of new 6-inch diameter PVC water main. A detailed Highway Occupancy Permit (HOP) application was required for this project due to the fact that the proposed water main needed to be installed in the shoulder of the existing cartway. The water main installation also included new service laterals for several existing residences, a fire hydrant, numerous control valves, and limited pavement/sidewalk demolition and replacement. Skelly and Loy completed the design portion of this project, including preparation of design drawings and a construction cost estimate. The final waterline layout was designed to avoid several existing utilities located in the vicinity of the proposed pipe route.



Fairmont to Rivesville Water Supply Line Project Town of Rivesville, West Virginia

Client

Town of Rivesville

Project Value

Total: \$1,700,000

Firm Responsibility: \$240,000

Key Components

Preliminary Application to
UDC; Funding Assistance;
Design of Potable Water
Supply Line; Survey;
Permitting; Bidding;
Construction Related Services



Skelly and Loy, Inc. was selected by the Town of Rivesville, West Virginia through the "5G" selection process to serve as the engineer for this water system improvements project. The project in question was originally identified by the Paw Paw – Route 19 Public Service District's (PSD) selected engineer. The PSD was investigating the possibility of replacing the supply line that runs from Hawkinberry Hollow to the Pleasant View area and parallels much of the recently upgraded lines installed by the Town of Rivesville. Also of concern was the main supply line that runs within Fulton Street/Trolley Street to Hawkinberry Hollow. This main supply line has significant water losses and hangs on various bridge structures. On the bridge structures, the line is not buried and is exposed to sunlight. Those portions of the line were replaced over ten years ago as an emergency repair and were not intended for long-term use or exposure. The overall physical

condition of the existing supply line is suspect.

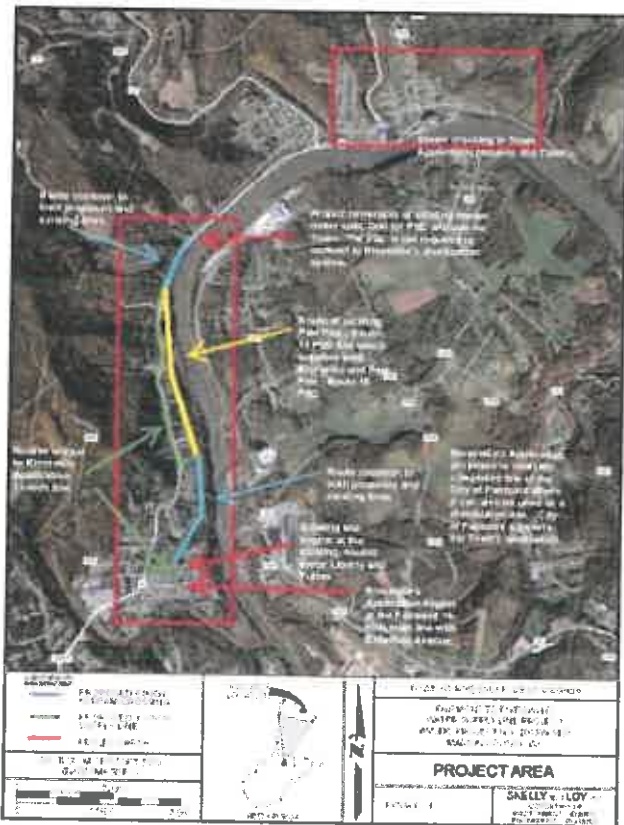
The West Virginia Division of Highways (DOH) indicated that the lines needed to be removed from the bridge structures because the DOH intends to demolish these structures. According to the agreement between the PSD and the Town of Rivesville, maintenance of this supply line is shared by the Town of Rivesville and the Paw Paw – Route 19 PSD. The PSD's engineer suggested that the PSD consider tying into Rivesville's distribution system, eliminating the PSD's parallel supply line which runs beside Rivesville's system, and re-directing those monies toward the replacement of the main supply.

The project, as scoped by Skelly and Loy, identified replacing the existing 8-inch main supply line with a 10-inch line that will connect to the City of Fairmont's 16-inch main within Belleview Avenue. Rather than following



the entire route of the existing line as proposed by the PSD's engineer, Skelly and Loy proposed using a route which runs through much of the City of Fairmont's service area before connecting to the existing water supply line route. The route was identified in cooperation with City of Fairmont's personnel as a preferred and potentially beneficial route to Fairmont. The intent of the project was to transfer ownership of those portions of the line to the City of Fairmont so that the City may convert it to distribution lines and eliminate much of the older and deteriorated redundant distributions lines within that

pathway while at the same time eliminating a parallel supply line which only served as an operation and maintenance cost to both the Town of Rivesville and the PSD. Because of the competing nature of the project with the application that had been submitted by the PSD, both projects were sent to the IJDC Consolidation Committee for consideration. The Skelly and Loy project was considered the better alternative and was selected to move forward.





Sleepy Creek and Mountain Springs Developments Potable Water Design and Permitting, Ridge, Morgan County, West Virginia

Client

Sovereign Homes, Inc.

Estimated Project Value

Total: \$500,000

Key Components

Planning, design, permit application preparation, construction and operations of potable water and wastewater treatment systems



Skelly and Loy, Inc. was retained to provide the planning, design, permit application preparation, construction, and operations of potable water and wastewater treatment systems for two developments located approximately one mile apart along U.S. Route 522 in Morgan County, West Virginia. Initially, the two developments were considered separate projects needing their own potable water and wastewater systems. Alternatives for potable water supply and wastewater treatment were evaluated for each development, but it quickly became apparent that common water and sewage systems would benefit each development by reducing costs and the number of potable water wells. These two projects were combined from the water and sewage perspective, and work proceeded to design common systems.

Water Source Evaluation

Skelly and Loy sited seven potential well locations at the two development sites, supervised the drilling of the wells, and has performed aquifer tests on three potential potable water wells. Skelly and Loy reviewed the development plan and estimated the peak day demand for the proposed facilities. In addition, a peak instantaneous rate was estimated. The target well yield was developed utilizing these estimates. The combined yield of these three wells is estimated to be over 800 gallons per minute, which far exceeds the minimum requirements. Water quality testing was also performed to assure potable water quality.

Water Treatment Evaluation

In addition to this source development, Skelly and Loy evaluated the options for water treatment. The well water sampling determined that the water quality from each of these wells met all of the primary maximum contaminants levels (MCL) for drinking water. The water from one of the wells slightly exceeded the secondary MCL for iron, but this well was the lowest yielding well. When mixed with other source waters, the resultant water quality will meet the MCL for iron; therefore, only disinfection will be required to treat this water prior to introduction into the water distribution system.

Water Storage and Distribution

The water storage and distribution system were also designed for this project. An elevated storage tank able to provide storage for at least one day of design average water demand while maintaining the required minimum water pressure in the distribution system was designed. A computer model of the water storage distribution system was created and used to show compliance with the potable water pressure and fire flow regulations. In the end, three supply wells at the Sleepy Creek Development will be utilized, with water storage located on top of the ridge to the east of the proposed development. A 10,000 foot water main will be installed along U.S. Route 522 to provide water service to the Mountain Springs development. Skelly and Loy prepared the permit application required for this project.



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: 545312

Doc Description: A/E Services-Water Line Replacement at Various State Park

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2019-02-08	2019-02-25 13:30:00	CEOI 0310 DNR1900000005	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:

L.A. Gates Company, Inc.
 2302 South Fayette St.
 Beckley, WV 25801
 304-256-1640 X 125

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2586
 guy.l.nisbet@wv.gov

Signature X

FEIN # 55-0649591

DATE 2-22-2019

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 issued to add corrected bid opening information as attached that was wrong on initial page 4 of the advertised solicitation.

No other Changes.

Expression of Interest Request

The West Virginia Purchasing Division is soliciting Expression(s) of Interest for the Agency, The Division of Natural Resources from qualified firms to provide necessary engineering, and other related professional services to design and specify for construction as well as provide construction contract administration, for the replacement of certain water lines at Babcock, Chief Logan, North Bend, and Watoga State Parks. The planned improvements may also include any other work necessary for, or related to, the aforementioned facilities, as well as any other necessary ancillary work; all located in Logan, Fayette, Ritchie and Pocahontas Counties, West Virginia.

* Online submissions of Expressions of Interest are Prohibited

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue
1	Civil engineering		

Comm Code	Manufacturer	Specification	Model #
81101500			

Extended Description :

Architectural/engineering services and contract administration for water line replacement at various West Virginia State Parks. Resort State Park.

DNR1900000005	Document Phase Final	Document Description A/E Services-Water Line Replacement at Various State Park	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CEOI 0310 DNR1900000005

Addendum Number: 01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

To republish page (4) of the original solicitation to clarify bid opening date as: 2/25/2019; 1:30 PM. EST.

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

EXPRESSION OF INTEREST

WV Division of Natural Resources
Babcock, Chief Logan, North Bend and Watoga State Parks
Water Line Replacement

TABLE OF CONTENTS:

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

SECTION ONE: GENERAL INFORMATION

1. **PURPOSE:** The Acquisitions and Contract Administration Section of the Purchasing Division ("Purchasing Division") is soliciting Expression(s) of Interest ("EOI" or "Bids") for the West Virginia Division of Natural Resources ("Agency"), from qualified firms to provide architectural/engineering services ("Vendors") as defined herein.
2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide necessary engineering, and other related professional services to design and specify for construction as well as provide construction contract administration, for the replacement of certain water lines at Babcock, Chief Logan, North Bend, and Watoga State Parks. The planned improvements may also include any other work necessary for, or related to, the aforementioned facilities, as well as any other necessary ancillary work; all located in Logan, Fayette, Ritchie and Pocahontas Counties, West Virginia. ("Project").

3. SCHEDULE OF EVENTS:

Release of the EOI.....	02/01/2019
Written Questions Submission Deadline.	2/20/2019 at 8AM. EST.
Addendum Issued	TBD
Expressions of Interest Opening Date.....	2/25/19 at 1:30 PM. EST. ←
Evaluation Committee List of Three Highest Qualified Firms Provided.....	TBD
Estimated Date for Interviews of Three Firms.....	TBD
Price Negotiations Commence with Highest Ranked Firm	TBD

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: Fasten12

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

L.A. Gates Company, Inc.

Company



Authorized Signature

February 22, 2019

Date

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

Revised 6/8/2012

EXPRESSION OF INTEREST
WV Division of Natural Resources
Babcock, Chief Logan, North Bend and Watoga State Parks
Water Line Replacement

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Estimated Date for Interviews of Three Firms.....	TBD
Price Negotiations Commence with Highest Ranked Firm	TBD

EXPRESSION OF INTEREST
WV Division of Natural Resources
Babcock, Chief Logan, North Bend and Watoga State Parks
Water Line Replacement

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on the next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

Question Submission Deadline: 2/20/2019 at 8AM. EST.

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

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

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

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

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

SEALED BID: A&E SVC's at Various State Parks for Water Line Replacement Project
 BUYER: Guy Nisbet
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER: 304.558.3970

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

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

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

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

Bid Opening Date and Time: 2/25/2019 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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

EXPRESSION OF INTEREST

**WV Division of Natural Resources
Babcock, Chief Logan, North Bend and Watoga State Parks
Water Line Replacement**

SECTION THREE: PROJECT SPECIFICATIONS

- 1. Background:** The Division of Natural Resources operates State Park facilities at the aforementioned state parks. Each has aging failing water distribution systems. They are beyond their useful life and are to be replaced.
- 2. Project and Goals:** The project goals and objectives are listed below. Vendors should discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:
 - 2.1. Goal/Objective 1 - Review existing plans and conditions as well as the operation of the park and evaluate while communicating effectively with the owner to determine a plan that can be implemented in a manner that will minimize disruption to concurrent operation of the facility and meet all objectives.**
 - 2.2. Goal/Objective 2 - As a portion of this process outlined in Objective 1, provide all necessary services to design the facilities described in this EOI in a manner that is consistent with The Division of Natural Resources needs, objectives, current law, and current code; while following the plan to design and execute the project within the project budget.**
 - 2.3. Goal/Objective 3 - Provide Construction Contract Administration Services with competent professionals that ensures the project is constructed and functions as designed.**
- 3. Qualifications, Experience, and Past Performance:** 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 the project goals and objectives and how they were met.
 - 3.1 In addition to the above, the Vendor should provide information regarding the following:**
 - a. The successful firm or team should demonstrate a clear procedure for communication with the owner during all phases of the project.**

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- b. The successful firm or team should demonstrate a history of projects that met the owner's budget and a clear plan to ensure this project can be constructed within the project budget. This plan should be described in detail.
 - c. The successful firm or team should demonstrate a history of projects that have been constructed in the time allotted in the contract documents and a clear plan to ensure this project will be constructed within the agreed construction period. This plan should be described in detail.
 - d. The successful firm or team should demonstrate competent and acceptable experience in all expected professional disciplines necessary for the design and completion of the project.
4. **Oral Presentations/Interviews:** The Agency will conduct individual interviews with the three vendors that are determined to be the most qualified to provide the required service. During oral presentations/interviews, vendors may not alter or add to their submitted proposal, but only clarify information already submitted. A description of the materials and information to be presented is provided below:

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

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

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WV Division of Natural Resources
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SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOIs should be prepared simply and economically, providing a straight-forward, concise description of the 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 INFORMATION:** The State shall select the best value solution according to W. Va. Code §5G-1-3. In accordance with Code requirements, no "price" or "fee" information is permitted in the Vendor's EOI 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 W.Va. Code §5G-1-3. That Code section requires the following related to evaluation and award:
 - 3.1. **Selection Committee Evaluation and Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
 - 3.1.1. 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.
 - 3.1.2. conduct interviews with each of the three firms selected and the conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment.
 - 3.1.3. rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm.
 - 3.1.4. 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.

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3.1.5. 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.

If negotiations are successful, the contract documents will be forwarded to the WV Purchasing Division for review and approval, and then to the WV Attorney General's office for review and approval as to form. Once approved, a formal contract will be issued to the Vendor.

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, the agency will then commence negotiations with the second most qualified firm, and so on, until an agreement is reached, or the solicitation is cancelled.

3.2. Three Firm Evaluation Rankings: The Agency will evaluate the three firms that have been determined most qualified to perform the desired service. The evaluation criteria are 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:

<ul style="list-style-type: none"> • Qualifications, Experience, and Past Performance • Goals and Objectives: -- Anticipated Concepts and Methods of Approach • Oral Interview 	<p>(40) Points Possible</p> <p>(40) Points Possible</p> <p>(20) Points Possible</p>
Total	100

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**WV Division of Natural Resources
Babcock, Chief Logan, North Bend and Watoga State Parks
Water Line Replacement**

SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

GENERAL TERMS AND CONDITIONS:

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

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

Term Contract

Initial Contract Term: Initial Contract Term: This Contract becomes effective on award and extends for a period of three (3) 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 two (2) 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

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

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

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 of the General Terms and Conditions entitled Licensing, 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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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.

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

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Employers liability including coverage for WV Code 23-4-2 (Mandolidis)

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ N/A _____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

14. PAYMENT IN ARREARS: 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. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

- 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.

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. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, 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.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

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

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

Revised 06/08/2018

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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 attached AIA 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.
- 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.

Thomas L. Morgan, PE, DIRECTOR OF UTILITY SERVICES

(Name, Title)

Thomas L. Morgan, PE, Director of Utility Services

(Printed Name and Title)

2302 South Fayette St., Beckley, WV 25801

(Address)

304-256-1640 X 125 / 304-256-1617

(Phone Number) / (Fax Number)

lmorgan@lagates.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.

L.A. Gates Company, Inc.

(Company)

Thomas L. Morgan, PE, DIRECTOR OF UTILITY SERVICES

(Authorized Signature) (Representative Name, Title)

Thomas L. Morgan, PE, Director of Utility Services

(Printed Name and Title of Authorized Representative)

February 22, 2019

(Date)

304-256-1640 X 125 / 304-256-1617

(Phone Number) (Fax Number)

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 \$1 million 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, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

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

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

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

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

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: L.A. Gates Company Address: 2302 South Fayette St.
Beckley, WV 25801

Name of Authorized Agent: Thomas L. Morgan, PE Address: Same

Contract Number: CEOI 0310 DNR19*05 Contract Description: Waterline Engineering

Governmental agency awarding contract: Department of Administration

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.

Fink Engineering (Surveying)
Skelly & Loy (Engineering)

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

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

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

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

Signature: 

Date Signed: February 22, 2019

Notary Verification

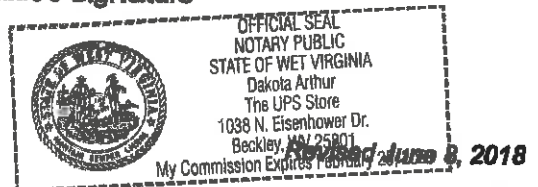
State of West Virginia, County of Raleigh:

I, Thomas L. Morgan, 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 22 day of February, 2019.


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 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: L.A. Gates Company, Inc.

Authorized Signature: [Signature] Date: February 22, 2019

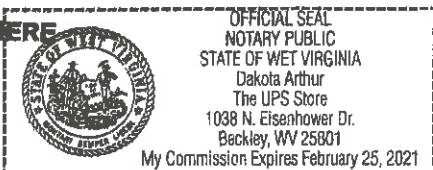
State of West Virginia

County of Raleigh, to-wit:

Taken, subscribed, and sworn to before me this 22 day of February, 2019.

My Commission expires February 25, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]