

**Expression of Interest**  
**Solicitation No. CEOI 0310 DNR\*5**



State of West Virginia

# A/E SERVICES FOR DNR LEAD MANAGEMENT PLAN

**WVDNR**  
West Virginia Division of Natural Resources

**Division of Natural Resources**  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

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2020 FEB 18 PM 12: 24

WV PURCHASING  
DIVISION



Charleston Office  
500 Lee Street East, Suite 700  
Charleston, WV 25301  
P: 304.926.8100  
gaiconsultants.com

**February 19, 2020**



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 500 Lee Street East, Suite 700  
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February 19, 2020

Mr. Guy Nisbet  
 West Virginia Division of Natural Resources  
 Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

Re: CEOI 0310 DNR\*5 - A/E Services for DNR Lead Management Plan

Dear Mr. Nisbet:

GAI Consultants, Inc. (GAI) appreciates the opportunity to provide the West Virginia Division of Natural Resources (DNR) with our Expression of Interest (EOI) for A/E Services for the DNR Lead Management Plan Project (Project) for approximately 29 Public Shooting Ranges, located throughout West Virginia for your review and consideration. We understand the importance of this Project to the DNR and have assembled a proven Project Team with strong capabilities in successfully completing similar projects. We believe our Team is exceptionally qualified to meet the needs of this Project based on the following considerations:

- **Our Key Staff:** GAI's Project Manager, Kenneth Kinder PE, CFM, is a registered Professional Engineer in West Virginia (WV) and is a Certified Floodplain Manager. GAI's Senior Hydrogeology Manager, Edward Sciuili, PG, PMP, is a Professional Geologist and Project Management Professional with more than 30 years of environmental due diligence and hazardous waste remediation experience.
- **Knowledge of the Area and Regulatory Requirements:** GAI's Charleston, West Virginia office opened in 1985 and has been providing engineering services to the State of West Virginia, as well as other local and municipal government agencies, for more than 35 years and has worked on over 1,110 projects across the state.
- **Multi-disciplinary Team:** GAI's multi-disciplinary team of engineers, scientists, permitting specialists, and landscape architects will collaborate on this project to combine our vast knowledge of site remediation, soil sciences and civil engineering, with our experience of park design and working in pedestrian friendly and environmentally sensitive areas.

GAI looks forward to working with the DNR on this important Project. Should you have any questions or concerns pursuant to our Expression of Interest, please contact Mr. Kenneth W. Kinder, PE, CFM, at 681.245.8869, or via email at k.kinder@gaiconsultants.com.

Sincerely,  
**GAI Consultants, Inc.**

  
**Kenneth W. Kinder, PE, CFM**  
 Engineering Manager

  
 Digitally signed by Kent C. Cockley  
 DN: cn=Cockley, email=k.cockley@gaiconsultants.com,  
 cn=Kent C. Cockley  
 Date: 2020.02.14 14:28:01-05'00'  
**Kent C. Cockley, MS, PE**  
 Director - Engineering

State of West Virginia

# A/E SERVICES FOR DNR LEAD MANAGEMENT PLAN

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MOUNDSVILLE INDOOR SHOOTING RANGE  
NOT OPEN FOR PUBLIC USE DURING THE FOLLOWING TIMES  
TUESDAY ..... 7:00PM TO 8:30PM  
WEDNESDAY ..... BOW MATCHES - 8:00PM TO 9:00PM (JAN-APRIL)  
THURSDAY ..... PISTOL MATCHES - 7:30PM TO 10:00PM  
SUNDAY ..... BOW - 2:00PM TO 4:00PM  
MOUNDSVILLE BOW  
AND PISTOL CLUB, INC. WEST VIRGINIA DIVISION  
OF NATURAL RESOURCES

# INTRODUCTION

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## PROFESSIONAL SERVICES OFFERED

Following is a brief summary of the professional services GAI offers, relevant to this project.

### ENVIRONMENTAL RISK ASSESSMENT/REMEDIATION SERVICES

- Hazardous and industrial waste management
- Brownfield site development
- Soil and groundwater remediation and oversight
- Waste material-liner compatibility studies
- Spill and site cleanup
- Abandoned mine land stabilization and reclamation
- Public outreach programs
- Regulatory agency coordination

### HAZARDOUS AND INDUSTRIAL WASTE MANAGEMENT SERVICES

- Waste management plans/waste treatment studies
- Site assessments/waste characterization studies
- Groundwater and surface water monitoring plans
- Soil, groundwater, and surface water contamination studies
- Remedial design/RCRA and Superfund
- Waste minimization plans

### WATER QUALITY COMPLIANCE

- Compliance with new effluent limitations guidelines
- National Pollutant Discharge Elimination System (NPDES) permitting
- Wetland & stream restoration
- Natural channel design
- Engineered material implementation
- Wetlands mitigation design & construction
- Construction oversight during wetland & stream restoration
- Post construction monitoring & reporting

### ENVIRONMENTAL COMPLIANCE AND PERMITTING

- Wetland & stream delineation
- Rare, threatened, & endangered species consultations
- Water encroachment & floodplain permitting
- Erosion & sedimentation (E&S) control plans
- Site features inventory
- Post-construction stormwater management plans
- Cultural resources management
- Air permitting & noise monitoring

### CIVIL/SITE ENGINEERING

- Site Design & Permitting Water and sewer design
- Utility assessment, rehabilitation and design
- Surveying, construction layout, and as-builts
- Site geometry, demolition, and grading plans
- Landscape architecture and streetscape design
- GIS, CADD, & Microstation (maps, drawings)

### LANDSCAPE ARCHITECTURE AND PARK DESIGN

- Parks, open space, and trails
- Green infrastructure
- Recreational facilities
- Master planning
- Low impact design
- Civic and cultural facilities

### CONSTRUCTION MANAGEMENT

- Contractor oversight
- Review of contractors' proposals, submittals, policies, & procedures
- Project scheduling & budgets
- QA/QC compliance





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# PROJECT UNDERSTANDING AND GOALS

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## 2. PROJECT UNDERSTANDING AND GOALS

GAI understands that the Project goals are to evaluate, design improvements, and develop a lead management plan for approximately 29 Public Shooting Ranges across six districts, located throughout West Virginia. In order to achieve these goals, GAI presents the following concepts and proposed methods of approach.

Upon Notice of Award from DNR, GAI's Project Manager, Kenneth W. Kinder, and additional Key Personnel will meet in person with appropriate personnel from the DNR to kick off the Project, develop a clear and concise scope of work, review and assess GAI's proposed communication plan (see GAI's Communication Plan in Section 3) and present our overall approach to serving the DNR's needs over the project term.



### GOAL/OBJECTIVE 1

GAI understands that the work required for this project should be sensitive to the ongoing operations of the facilities. GAI will review existing plans and will observe the condition and operation of the sites to get a better understanding of the facility usage. We will communicate and discuss with the DNR on how best to prioritize construction activities to help minimize the disturbance based on the layout and usage of the facilities. GAI will work closely with the DNR to develop a scope of work that will achieve the DNR's goals.

GAI plans to design the necessary project improvements and suggest a construction phasing plan that will minimize disruption to the facilities during times of peak usage. GAI will attempt to implement a design that will minimize disturbance to the greatest extent feasible. GAI understands that communication with project Stakeholders during the development of construction plans, as well as during the construction phase, will be critical in accomplishing this objective.

### GOAL/OBJECTIVE 2

GAI's broad range of professional services (see professional services in Introduction) will allow us to use experienced in-house personnel to perform the site characterization, design, permitting, and construction contract administration for the project. From past experience, GAI understands that communication is key to execute the project within the project budget and time-frame. GAI will work closely with the DNR to develop a schedule and budget that will meet the DNR's expectations.

GAI's team of engineers, scientists, planners, park designers, and permitting specialists have been engaged on hundreds of similar projects. Our project approach includes:

- Conduct a desktop study for each facility to obtain and review publicly available mapping, soil surveys, existing plans and other data available for the sites
- Perform an initial site visit at each facility to observe existing conditions, drainage patterns and facility operation
- If warranted, perform a site characterization study for each site to obtain soil samples and water samples as necessary to determine current levels of lead at the site
- Develop engineering design computations and preliminary design drawings to review with project stakeholders. A preliminary Lead Management Plan would also be prepared to review with project stakeholders
- Establish a project schedule and budget based on the limits of impact and required permit submissions and approvals to review with project stakeholders (see Budget Plan in Section 3).
- Develop necessary permit applications based on preliminary design drawings. These permit applications could be prepared by GAI in-house personnel and may include: West Virginia Department of Environmental (WVDEP) NPDES Construction Stormwater Permit, West Virginia DNR Office of Land and Streams (OLS) Stream Activity Permit, United States Corps of Engineers (COE) Section 404 Permit. If other environmental coordination is required for United States Fish and Wildlife Service (USFWS) rare, threatened, and endangered Species or for historic or cultural impacts through the West Virginia Division of

Culture and History, GAI's in-house personnel can make the necessary submissions.

- Develop detailed engineering design drawings and construction documents
- Provide construction contract administration services

### GOAL/OBJECTIVE 3

GAI has experienced personnel in-house that can provide Construction Contract Administration (CA) Services. GAI's construction contract administration personnel are knowledgeable in pre-bid conferences, pre-construction meetings, contract administration, construction processes, shop drawing reviews, change order review, construction monitoring and pay applications.

Prior to start of construction, GAI will meet with project stakeholders to develop a scope of work for CA services that align with the project goals. GAI's personnel will ensure that the project is constructed in accordance with the design drawings and permit approvals. GAI will hold regular progress meetings and will provide regular updates to the project stakeholders.

### SITE EVALUATION AND CHARACTERIZATION



In order to develop design considerations for Best Management Practices (BMPs) regarding the implementation of site improvements and management of lead at the WV DNR public shooting ranges, a thorough understanding and evaluation of the current design, practices, and potential lead distribution will be required. Potential impacts to range soil and/or groundwater from spent lead ammunition represents a health risk and financial liability to shooting ranges across the state. The environmental professionals at GAI are dedicated to assisting our clients evaluate and minimize these risks and liabilities.

Our professionally licensed engineers and geologists have extensive experience conducting records

review and due diligence to evaluate current range configurations and identify the potential and most likely shot fall zones and other areas of anticipated lead accumulation. Knowing where projectiles are falling on the specific range will be a key first step in developing the lead management plans. Projectiles land in a particular area based on range design, site conditions, range activities, and operating procedures. The locations and distributions of where the projectiles are deposited on each facility will impact the focus of each management plan. Facility records will be reviewed to assist in the identification of liabilities, both on the facility and risk to neighboring properties. Items that will be evaluated may include, but will not be limited too, the following:

- Types of ranges and targets on each facility;
- Current and past configurations of shooting ranges on each facility;
- Anticipated shot/round fall areas for each type of range at each facility;
- Property boundaries relative to target areas and expected shot/bullet fall areas;
- The estimated average mass of shot or bullets fired over a set period of time;
- Potential for lead hot spots within the estimated fall areas;
- Potential for wind or water erosion/ runoff near the fall or hot spot areas;
- Depth and flow direction of groundwater beneath the fall or hot spot areas;
- Physical characteristics and depths of soil types across the facility;
- Slope of the ground surface and existence of preferential surface water runoff pathways;
- Previous site characterizations of lead concentrations in soil, surface water, and/or groundwater;
- Previous remedial actions to remove or remediate lead impacted media; and
- Current lead management practices.



Data evaluated as part of the records review and due diligence will be compiled into a Conceptual Site Model (CSM). The CSM will incorporate the information obtained from the records review and due diligence and will be developed to evaluate initial fate and transport of lead and potential receptors. Lead management plans will be in part based on the results of the CSM in an attempt to minimize transport of lead in environmental media and protect potential receptors.

Based on the information available at each facility, GAI may recommend conducting a site characterization to better delineate impacted areas of each facility. When a site characterization is recommended, our clients can rely on GAI's environmental professionals combination of extensive experience and academic training to characterize the existing impacts, risks, and liabilities through environmental assessment. We design and implement strategic, focused and cost effective site investigations targeting the shot and bullet distribution/fall areas and backstops and characterize potentially impacted soil and water-bearing zones underlying the facility. We routinely utilize Toxicity Characteristic Leaching Procedure (TCLP) and the Synthetic Precipitation Leaching Procedure (SPLP) testing to evaluate the leachability of lead from facility soil.



Prior to undertaking characterization activities involving the collection of environmental samples, GAI will prepare and submit a program wide Quality Assurance Project Plan (QAPP) in general accordance with U.S. EPA Region III guidelines and applicable to all site investigations completed under this engagement. The QAPP will document the technical planning process and the complete plan for the characterization program, the data quality objectives, and will identify key project personnel and responsibilities. The QAPP will describe the necessary QA procedures, quality control (QC) activities, and other technical activities that will be implemented for the overall Program.

GAI will prepare a Site-Specific Sampling and Analysis Plans (SAP) for each investigation defining the objectives, recognized environmental concerns, methods for sample collection and analysis, data validation and reduction, and data interpretation. GAI environmental specialists will identify Site specific areas of concern based on the results of the records review and due diligence findings and recommendations. The intrusive investigation will be developed to meet Site specific needs based on identified concerns. Our SAPs will incorporate statistical evaluation to optimize the number and location of sample points which will reduce sampling costs while maintaining statistically defensible results for the evaluation BMP's and lead management plans.

The data gathered during the site characterization are used to update and strengthen the CSM. Our investigations are focused on mitigating the impacts or the risk-based liabilities of the Site and supporting the development and design of BMPs for future lead management. We employ state-of-the-art computer models to conduct fate and transport evaluations to determine migrations pathways and potential risks to on and off-site receptors.

### Step 1 – Bullet Control and Containment

Knowing where spent lead is located allows the appropriate BMP to be implemented. The most effective BMP for managing lead at gun ranges is to implement a properly designed and functioning bullet containment system. GAI will evaluate the sites to determine the effectiveness of existing containment systems and recommend improvements to these, as required. Each proposed containment design or improvement will be site specific and will consider range operation, installation cost, effectiveness, and required maintenance. Typical bullet containment systems considered may include earthen backstops, sand traps, steel straps, or other appropriate method. GAI has visited several of the DNR’s existing facilities and has observed that a common containment system includes the use of earthen backstops. GAI will determine the effectiveness of these existing backstops and make recommendations for replacement or improvements to increase the backstop’s effectiveness for minimizing soil loss caused by erosion and bullet impact.

For ranges that include increased shotgun usage for sporting clays, traps or skeet, GAI will evaluate improvements to the site that would better control the location of the spent shot, concentrating the lead shot into a smaller area. This may be accomplished by modifying the shooting direction, thereby creating a smaller and more dense shot collection area. This would allow for a simpler and more effective management and reclamation process.



### Step 2 – Lead Migration Control

In addition to BMPs for bullet control and containment, BMPs will also be recommended to prevent lead migration from the site. The BMPs recommended to control lead migration will be site specific. As discussed in detail above, GAI will evaluate the sites to consider soil properties, type and amount of surface vegetation, direction of surface water runoff, and proximity to adjacent water bodies. From this, GAI will make recommendations for lead migration control. GAI anticipates lead migration may be accomplished through the implementation of lime spreading for soil pH adjustment, phosphate spreading for lead particle binding, establishing a successful stand of vegetative ground cover, controlling surface water runoff, and implementing organic mulches and compost into the site. Some sites may require engineered runoff controls to be implemented. These engineered runoff controls may include filter beds, rain gardens, containment traps, dikes, ground contouring, or grass filter strips.

### Step 3 – Reclamation

The BMPs and site improvements proposed for each site and the lead management plans will be developed with the consideration to allow periodic reclamation of the facilities to allow lead harvesting from the gun ranges. GAI will communicate with the DNR to evaluate effective types of reclamation and will consider this with the site improvements design. GAI will develop a written lead management plan for each site that will make recommendations on type of reclamation to be used and suggested frequency of reclamation based on information provided by DNR considering usage of the sites, number of rounds fired, etc.

### Step 4 – Documentation and Record Keeping

Documenting activities and keeping good records is important for an effective lead management program at a range. GAI’s site improvements design will include engineered construction drawings and technical specifications for each site. GAI will also develop a written lead management plan for each site describing the goal of the plan, site assessment, environmental considerations, BMPs to be implemented, and recommendations for reclamation. GAI will also make recommendations for a monitoring plan to include ongoing documentation related to usage, number of rounds fired, reclamation, repairs, and maintenance.

## IMPLEMENTATION OF SITE IMPROVEMENTS

After the sites are evaluated and site improvements are designed, GAI will implement the site improvements by producing professionally engineered construction drawings, technical specifications, and other supporting bid documents required by the DNR. GAI's team of engineers, scientists, and landscape architects will provide construction administration (CA) services through the bidding and construction phases of the project. We have provided CA services on thousands of projects, including many local WV projects, and take pride in the fact that we see our projects transform from ideas on paper into reality. We will be available to assist the DNR with pre-bid meetings, attend bid openings, tabulation of bids, attending and hosting regular design and construction progress meetings, answering RFI's, conducting regular site inspections, developing punch-list items, and making recommendations for project closeout. We also have trained and certified construction observation staff available to monitor daily construction activities if needed.

GAI has field staff available in our Charleston and Bridgeport, WV office locations, as well as in our Murrysville and Pittsburgh, PA locations that would be available to provide construction support.





gal consultants.

A large, white, three-dimensional number '3' is positioned on the right side of the page, partially overlapping the background image of a construction site. The background shows a red excavator, two workers in safety gear, and a dirt area with some trees and a building in the distance.

# QUALIFICATIONS, EXPERIENCE AND PAST PERFORMANCE

EXPRESSION OF INTEREST | SOLICITATION NO. CEOI 0310 DNR\* 5

### 3. QUALIFICATIONS, EXPERIENCE AND PAST PERFORMANCE

To showcase our team’s experience, we have provided a summary of our success in managing cost, quality of work, and compliance with performance schedules on projects of similar scope and magnitude of the effort and complexity to anticipated assignments under this engagement. The following examples demonstrate our team’s experience with all aspects of site investigation, remedial planning and design, remediation, and closure.

Due to confidentiality requirements of a number of Clients that can only be identified as “Confidential”, GAI cannot provide specific identifying information for some of the projects listed. If deemed essential, GAI may be able to discuss with the respective Clients with whom there are confidentiality obligations and request written permission to make further disclosure.

Project Profile

## A/E Services for Indoor Firing Range

Pennsylvania

**Project Team:**

GAI Consultants, Inc.

**Client:**

Confidential

**Completion Date:**

2017-2018

**Relevance to RFP:**

Design / Construction Specifications

Cost Estimation

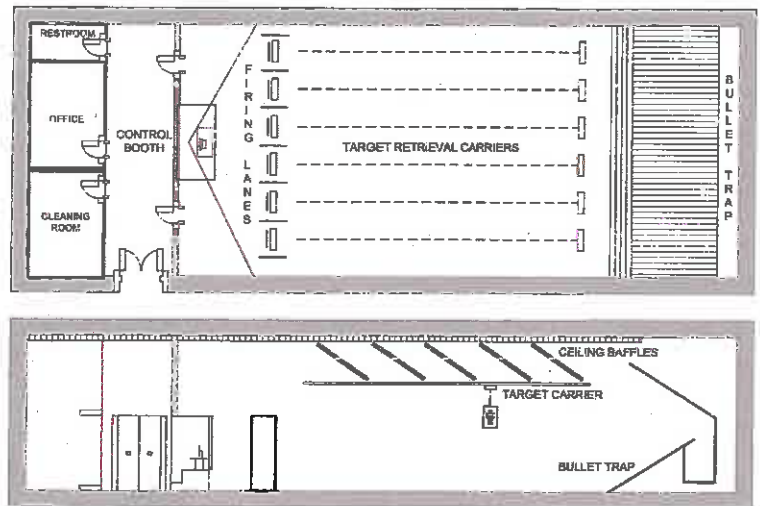
Civil/Site Design

GAI was contracted to prepare final design drawings, construction specifications, a construction schedule, and a cost estimate for the expansion and renovation of an existing indoor firing range. Significant modifications were required due to the age of the structure and to meet current operational standards.

The technical requirements of the final design included ventilation and CFD analysis, lining the interior walls with insulation, abrasion resistant steel plates, and plywood to prevent any ammunition round from penetrating the existing building walls. The requirements also included painting the plywood a bright color to brighten the interior of the firing range for better visibility.

GAI prepared designs to extend the building to accommodate a new control booth, training room, storage and gun cleaning areas, restroom/janitor closet, and an electrical room. GAI also performed the topography survey of locations of visible existing planimetric features, apparent ground terrain features, visible utility surface features, and markings, and spot elevations. In conjunction with the designs, GAI aided in the underground utility connectivity in the survey area.

Additionally, GAI was tasked with identifying a solution to an existing problem with target system batteries (i.e., shortened battery life due to cold conditions within the unoccupied building). GAI investigated the diminished battery capacity problem and provided electrical, procedural, and/or mechanical recommendations to extend battery life. Other electrical design considerations involved upgrading the existing lighting with new LED fixtures



that were dimmable to meet simulated night range operations and not be negatively impacted by low temperatures within the building during winter months. This also involved reconfiguring the electrical panels in the new electrical room and extension.

To better control all of the electrical and HVAC components of the range, a new computer system and control booth were also part of the building extension design. In conjunction, GAI performed a complete redesign of the heating and ventilation system, that included an air conditioning system - all with standalone controls. For the heating system, the civil/site design involved tapping into an existing gas supply line to utilize natural gas in the remodeled building.

Other elements of the design work included improvements to the water and sanitary sewer system, water conservation analysis, pilasters for structural stability, a new roofing system and French drain, maintenance on the bullet trap, repairing a concrete sidewalk, and the remediation/sealing of lead-contaminated area behind the bullet trap.

Project Profile

# U.S. Army Chemical Materials Agency – Johnston Atoll Chemical Agent Disposal System (JACADS) Facility RCRA Closure

Johnston Island, United States Minor Outlying Islands



The Johnston Atoll Chemical Agent Disposal System (JACADS) was the U.S. Army's first full-scale operational facility constructed (as part of the Army's Chemical Stockpile Disposal Program mandated by Congress in 1985 under Public Law 99-145) to dispose of the U.S. stockpile of chemical agent weapons. Over the 14-year operational period, more than six percent of the stockpile – more than four million pounds of nerve agents, GB and VX, as well as blister agent HD, contained in 412,798 munitions, including projectiles, rockets, bombs, and ton containers – was safely destroyed. The facility was safely decommissioned and demolished as part of the closure activities.

GAI personnel were involved in all stages of successful execution of RCRA clean closure of the JACADS facility, beginning with conceptual plans and scheduling through the development, design, implementation, and certification. In addition to the preparation of closure schedules, permitting documents, decommissioning plans, decontamination plans, and human health and ecological risk assessment workplans, GAI personnel were responsible for the development and implementation of the sampling and

decontamination/remediation activities associated with closure. This work addressed all areas and buildings (inside and out) and all stages of the closure process, including preliminary, in-progress (that is, while decommissioning activities were occurring), as well as final closure verification sampling efforts and resultant outcomes and requirements.

More than 2,500 samples of various media (soil/coral – surface, sub-surface, and sub-structural; concrete – chips, cores; paint chips; sediments; waters; and wipes) were collected from solid and hazardous waste storage buildings/units and areas, processing buildings, small arms firing range, waste and scrap metal storage areas, storage tank locations, and conventional and chemical warfare agent munition storage units, resulting in over 8,300 analytical fractions analyzed for VOCs, SVOCs, metals, PCBs, explosives, and/or chemical warfare agents.

GAI personnel were responsible for the management of multiple field sampling teams, support staff, and subcontractors; the analysis and evaluation of analytical data; directing remedial activities based on conclusions; coordinating analytical laboratory services; analyzing and managing electronic data; and preparing sampling reports. Project involvement also included interaction and briefings with system contractors, government, and regulatory agencies, including negotiations with EPA regarding end-state conditions, clean closure standards, and human health/ecological risk assessments.

**Project Team:**  
GAI Consultants, Inc.

**Client:**  
U.S. Army Chemical  
Materials Agency

**Completion Date:**  
1998 - 2008

**Relevance to RFP:**  
Sampling and Analysis Plan  
Development

Health and Safety Plan  
Development

Assurance Project Plan  
Development

Data Evaluation and  
Validation

Remediation Design and  
Implementation

Sampling and Remediation  
Associated with a Firing  
Range

Waste Management and  
Disposal

Project Profile

# Larimer East Liberty Park

Pittsburgh, Pennsylvania

**Project Team:**

GAI Consultants, Inc.

**Client:**

Urban Redevelopment Authority of Pittsburgh

**Completion Date:**

2017 - Present

**Relevance to RFP:**

Sampling and Analysis Plan Development

Soil Characterization

Clean Fill Determination

Metals Impacted Soil Management Plan

Landscape Architecture + Design

Environmental Design

Urban Design + Planning



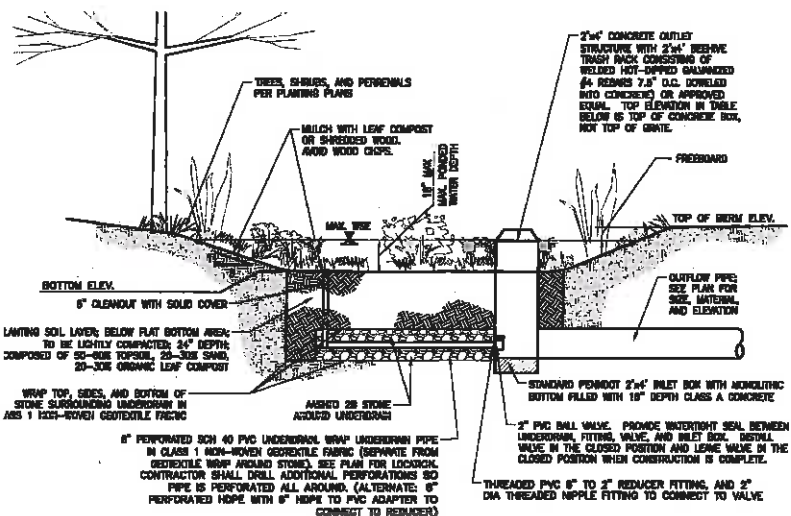
GAI supported the URA in evaluating the quality of soil at the planned East Liberty Park Site. GAI completed a clean fill determination of the soil placed on the Park area of the Site, and the proposed storm water cistern area on the River Roots portion of the Site. The clean fill determination was conducted to evaluate the fill for potential reuse at another URA Act 2 Site known as the 62nd Street Industrial Park Site. The clean fill investigation was designed to characterize soil that would potentially require excavation and removal from the Site based on the cut-fill/design at the time of the investigation. The purpose was to demonstrate that the fill material was equal or better quality than the soil at the 62nd Street Site. Based on the suspected origin of the fill, there was reason to believe the fill material was impacted with heavy metals.

GAI advanced a total of 23 soil borings across the Park area and four borings were advanced in the then proposed storm water cistern area of the River Roots portion of the Site. Soil samples were collected at a rate of approximately three composite samples for every 3,000 cubic yards of soil in accordance with the PADEP Management of Fill Policy. The clean fill determination investigated soil to depths of the then planned excavations for Park development. Based on a statistical evaluation of the soil quality data, the report concluded that the volume of material tested is of equal or better quality than the near surface soil at the 62nd Street Site and, therefore, could be transported and used in an unrestricted manner at that Site. In addition, the volume tested met the definition of clean fill in accordance with the PADEP Management of Fill Policy.

Subsequent to the fill determination and prior to the start of construction activities, GAI assisted the URA with the development of a comprehensive Soil Management Plan (SMP) to address the management of potentially impacted soil that may be encountered in deeper excavations of the Park site and impacted soil beneath the River Roots section of the development. The SMP addressed proper excavation, storage, testing, transportation, reuse, and final disposition of potential impacted media excavated from the site.

Additionally, GAI is provided Park Planning and Design Services at this site. This project will create a framework for a new open space system and create a new 3-acre community park with green infrastructure elements in the Larimer neighborhood of Pittsburgh.

The park and open space system will build on the City's successful Choice Neighborhood implementation grant and other extensive planning efforts. The park will incorporate green infrastructure elements through a system of tiered bioswales, which will serve as one of the main elements of the park.



Project Profile

# U.S. Army Chemical Materials Agency – Umatilla Chemical Depot (UMCD) Evaluation of Blue Band Tube Contamination

Hermiston, Oregon

**Project Team:**

GAI Consultants, Inc.

**Client:**

U.S. Army Chemical Materials Agency

**Completion Date:**

1998 - 2008

**Relevance to RFP:**

Sampling and Analysis Plan Development

Health and Safety Plan Development

Assurance Project Plan Development

Data Evaluation and Validation

Waste Management and Disposal



The Umatilla Chemical Depot (UMCD), a 19,728-acre military facility located in northeastern Oregon, was once used for the storage of 12% of the nation's stockpile of chemical munitions, which consisted of projectiles, rockets, land mines, spray tanks and bombs containing the nerve agents Sarin (GB) and O-ethyl-S-(2-diisopropylaminoethyl)methylphosphonothioate (VX), as well as ton containers filled with the blister agent mustard (HD).

UMCD routinely utilized blue band tubes for the purpose of chemical agent detection inside storage structures. These tubes, which contain mercuric cyanide (a regulated

EPA hazardous material), were routinely deposited/buried in the dirt outside of various chemical agent storage units.

GAI was retained by the U.S. Army to evaluate the potential presence and magnitude of contamination resulting from the disposal of the blue band tubes. GAI developed a phased approach to delineate and evaluate the contamination. Results of the sampling efforts were incorporated into UMCD's RCRA closure.



Project Profile

# Village of Barboursville Sports Complex Master Plan

Barboursville, West Virginia

**Project Team:**

GAI Consultants, Inc.

**Client:**

Village of Barboursville, WV

**Completion Date:**

Ongoing

**Relevance to RFP:**

Landscape Architecture/Site Planning

Cost Estimating

Civil Engineering

Stormwater Design and Engineering

Permitting

GAI's Community Solutions Group was engaged by the Village of Barboursville to develop a master plan and construction documents for improvements to an existing recreational facility located in Barboursville, West Virginia. Though the existing facility was largely set up for soccer, the client wished to add synthetic turf fields which could host multiple sports, therefore increasing the use of the space. To meet this goal, GAI's master plan included the addition of three synthetic turf fields.

Additionally, the project team proposed improved pedestrian circulation, new parking areas, shade structures, lighting, and other site amenities. The project team also took careful consideration into enhancing and providing improvements to an existing gun firing range located within the complex. Improvements to the gun range would include perimeter controls to manage shot direction and contain spent projectiles. Earthen perimeter berms would be constructed, along with increased vegetation to manage runoff. The design would also include improvements to existing parking facilities and pedestrian access to the range.

Once constructed, the proposed improvements will enable the facility to attract and host national sports tournaments for years to come.



Project Profile



# South Park Research and Development Site

Southwestern Pennsylvania

**Project Team:**

GAI Consultants, Inc.

**Client:**

Confidential PA Developer/  
Client

**Completion Date:**

2016 - Present

**Relevance to RFP:**

Phase I/Phase II ESA

Soil and Groundwater  
Quality Evaluation/  
Delineation

Impacted Soil Management  
Plan

Site Cleanup Plan



GAI conducted a Phase I ESA on an approximately 92 acre former reclaimed coal mine property that contained scrub brush vegetation and wooded lands. The Site is situated within a former coal mine that operated from approximately the 1890s through 1979. The northern portion of the Site contained the mine's entry, and the mine's tipple (i.e., a structure used at a mine to load the extracted product [e.g., coal, ores] for transport) located in the southwestern portion of the Site.

In the late 1940s, a portion of the Site was built out for Research and Development (R&D) associated with coal and coal products. Specifically, the R&D operations concentrated on source sampling services, metallurgical coal characterization services, pilot plant design and operation, and coal pulverizing services. In the early 2000's, the Site owner began paring back operations of the R&D facility and subsequently leased parts of existing buildings for various businesses. In 2016, all R&D operations ceased.

Based on the results of the Phase I ESA, GAI designed and implemented a Phase II ESA which included surface and near surface soil sampling and groundwater sampling. An initial 37 soil borings were advanced at the site to evaluate impacts associated with past mining activities. Results of the Phase II ESA indicated that the near surface and shallow subsurface soil/fill is impacted by heavy metals and polycyclic aromatic hydrocarbons (PAH). The soil contamination is suspected to be a result of former mining operations. A supplemental Site investigation was initiated to delineate the identified impacts. An additional 40 soil borings were advanced at the site to delineate the vertical and horizontal extent of heavy metals and PAH impacts, and evaluate two areas of petroleum product contamination.

Results of the Phase II ESA were used to generate a remedial cleanup plan which included reuse and redistribution of metals and PAH impacted soil, excavation and off-site disposal of petroleum product contaminated soil, and elimination of direct contact exposure routes across the site using engineering controls.

Project Profile



# University Expansion Development Site

Pittsburgh, Pennsylvania

**Project Team:**

GAI Consultants, Inc.

**Client:**

Carnegie Mellon University

**Completion Date:**

N/A

**Relevance to RFP:**

Phase I ESA

Soil and Groundwater Investigation

Impacted Soil Management Plan



GAI was retained by Carnegie Mellon University (CMU) to conduct a Phase I ESA for a proposed development Site located along Forbes Avenue in the City of Pittsburgh. The Phase I ESA identified a former gasoline dispensing service station with confirmed releases of petroleum product. Between circa 2000 and 2013, various site investigations, UST removals, and remedial actions had been undertaken at the Site. In 2012, A Remedial Action Completion Report (RACR) was submitted to the PADEP demonstrating soil and groundwater attainment of the Residential Non-Use Aquifer MSC.

Based on this result, GAI conducted a Pre-Construction Waste Characterization to evaluate the current soil and shallow groundwater quality with respect to past petroleum hydrocarbon impacts, and to provide opinions and recommendations in regard to the management of impacted soil and groundwater that may be generated as a result of development activities. The characterization consisted of soil and groundwater investigations via advancing several soil borings across the site. Results of the investigation identified lead and volatile organic compound impacts that exceed PADEP Management of Fill concentration limits.

GAI provided recommendations for impacted media management based on the planned site development. GAI generated an Impacted Soil/Waste Management Plan for the facility.

Project Profile

# East End Community Park

Charleston, WV

**Project Team:**

GAI Consultants, Inc.

**Client:**

City of Charleston, WV

**Completion Date:**

2011-2013

**Relevance to RFP:**

Brownfield/Soil Remediation

Landscape Architecture/Site Planning

Cost Estimating

Civil Engineering

The East End Community Park was planned on a two-acre tract of land that was acquired by the City of Charleston, WV. The site has a history of both residential and industrial uses stretching back more than 100 years; both of which had adverse effects on the property. Due to years of railroad-related industry, the soil became immersed in contaminants ranging from creosote to trace levels of benzo(a)pyrene. Furthermore, the single-family residential homes located on the property had fallen into disrepair and had become a concern of neighbors and the local urban renewal authority.

After acquiring and clearing the land, the City of Charleston hired GAI with the task of remediating the brownfield issues and transforming the community blight into a neighborhood and citywide gem. The effort was broken into phases, the first of which included a grand entrance to the park that boasts a steel and masonry arch boldly spelling out the words "East End Community Park." After passing under the arch, guests are invited to walk along a 100-foot-long and 24-foot-wide linear plaza that is divided by raised planters and lined with LED lit benches and lush vegetation. Along the expanse of the entrance plaza, there are also two up-lit concrete pedestals that are used for mounting sculptures crafted by local artists. Finally, at the terminus of the plaza, there is a large patio that is clad with concrete pavers and covered by an architecturally appealing steel pergola, which is the focal point of the park.

Phase II of the park, which is currently underway, will include a tree-lined, crushed stone walking trail that will wrap around a central lawn. Later phases have been planned to include features such as a children's playground, splash ground, and parking lot.



Project Profile



# Summerset at Frick Park Brownfield Redevelopment

Pittsburgh, Pennsylvania

**Project Team:**

GAI Consultants, Inc.

**Client:**

Urban Redevelopment Authority of Pittsburgh

**Completion Date:**

1997 - Present

**Relevance to RFP:**

Brownfield Assessment and Remediation

Sampling and Analysis Plan Development

Health and Safety Plan Development

Quality Assurance Project Plan development

Slag Management and Redistribution Plan

Act 2 Remediation



Since 1997, GAI has participated in transforming an old slag heap into a functional mixed-use residential neighborhood on the outskirts of Pittsburgh, located across the Mon River from our Homestead office. GAI has completed Phase I/II Environmental Site Assessment (ESA) services with environmental monitoring, storm water sampling, and construction services as part of ongoing remediation of the 238-acre former slag dump, a portion of which was funded through USEPA brownfield initiatives.

GAI environmental scientists designed and implemented a soil sampling plan to delineate the vertical and horizontal extent of metals impacted soil at the site, along with an evaluation of the horizontal extent of slag beneath the planned development lots. Over 150 near surface soil samples were collected and submitted for metals analysis over the first two Phases of the development. Samples were collected at the final development grade. Based on the sampling results, a human health risk assessment was completed which demonstrated minimal risk when incorporating engineering controls.

Based on the results of the Risk Assessment, a Slag Management and Redistribution plan was developed and implemented to eliminate the direct contact exposure pathway.

Once the Slag Management and Redistribution plan was fully implemented, GAI utilized a systematic random sampling approach, along with a statistical demonstration of attainment of the Act 2 statewide health standards, to efficiently and cost effectively gain Act2 approval for the first two Phases of the development under a Site-Specific Standard. We are proud to contribute to what has become a great success for local authorities as the city's largest and most noteworthy residential development since World War II. We remain involved in the final stages of design and construction.

Project Profile



# Bluefield Parks, Recreation, and Open Space Master Plan

Bluefield, West Virginia

**Project Team:**

GAI Consultants, Inc.

**Client:**

City of Bluefield, WV

**Completion Date:**

2019

**Relevance to RFP:**

Landscape Architecture/Site Planning

Cost Estimating

Civil Engineering

GAI was retained by the City of Bluefield to develop a park facilities master plan encompassing the various park and recreational facilities located in Bluefield, West Virginia. GAI's scope of work included:

**Task 1: Project Initiation, Coordination, and Meetings**

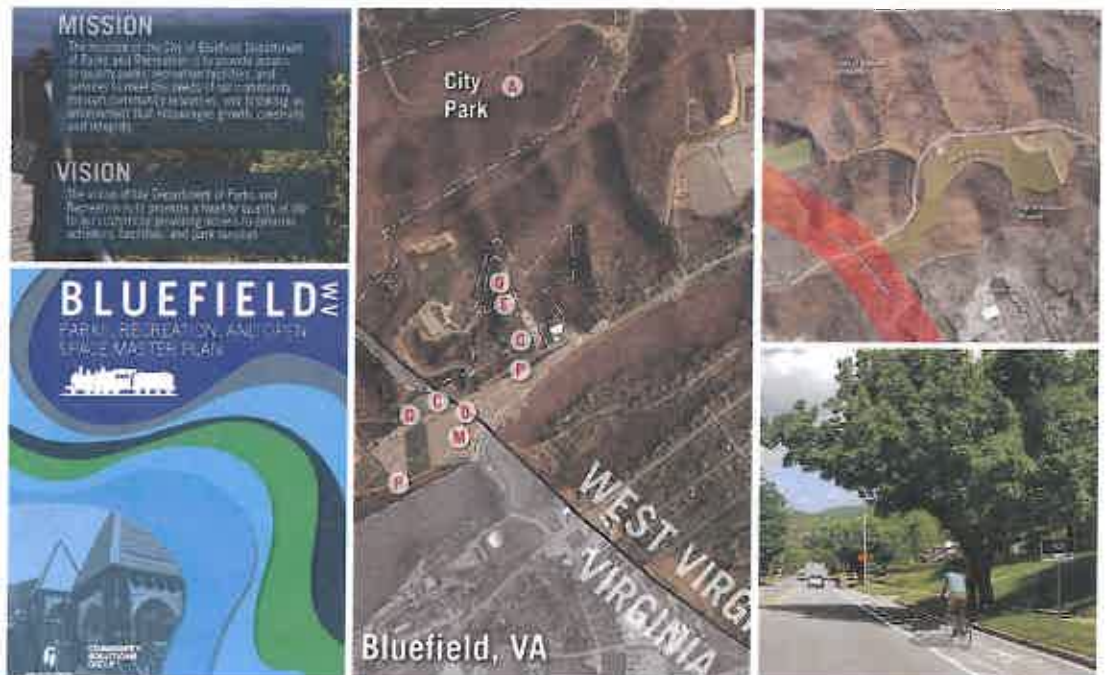
**Task 2: Inclusive Planning Process**

**Task 3: Parks, Trails, and Recreation Inventory and Analysis**

**Task 4: Recommendations and Final Deliverables**

The master plan now serves as a roadmap for the future of Parks, Recreation, and Open Space within the City of Bluefield. The final report included a series of recommendations for the future of recreation in the City. Additionally, the team developed suggestions to address specific elements, including a police gun firing range in City Park. Recommendations are being considered to relocate the current gun firing range to a different, more useful location in the property. GAI will assist the City with the relocation effort by preparing siting studies to find the best location for the gun firing range, as well as assist with the deconstruction, characterization, and remediation efforts of the existing gun firing range.

Throughout the project, the team held face-to-face interviews and discussions with various stakeholder groups, visited existing facilities, analyzed demographics, and compared Bluefield recreational assets to similarly sized communities to form benchmarks for level of service.



Project Profile

# Former Industrial Facility Remedial Investigation/ Cleanup Plan

Southwestern Pennsylvania

**Project Team:**

GAI Consultants, Inc.

**Client:**

Confidential PA Industrial Client

**Completion Date:**

2017 - 2019

**Relevance to RFP:**

Phase I/Phase II ESA

Comprehensive Remedial Investigation

Soil and Groundwater Quality Evaluation/  
Delineation

Aquifer Testing

Fate and Transport Modeling

Remediation/Cleanup Design



GAI conducted a Phase I ESA on a former steel mill property located along the Monongahela River in Southwestern PA. The site was historically part of United States Steels American Steel & Wire Plant and Donora Zinc Works. The plant operations date back to the early 1900s to the original Union Steel Company Wire Mill. In 1915, the Donora Zinc Works facility was constructed to produce zinc. By-

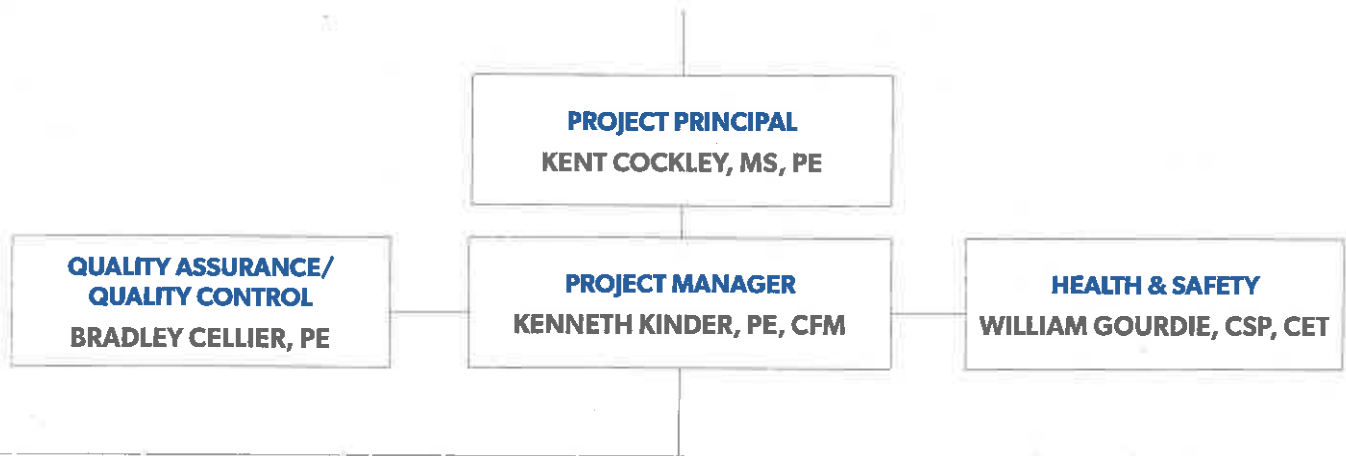
products of the Donora Zinc Works were cadmium, lead, and sulfuric acid. The Donora Zinc Works closed in 1957. The remaining portions of the American Steel & Wire Plant were dismantled in 1967, and the plant closed in 1968.

Based on the results of the Phase I ESA, GAI designed and implemented a Phase II ESA which included surface and subsurface soil sampling, monitoring well design and installation, groundwater sampling, and aquifer testing. Twenty soil borings were advanced across the Site to evaluate the vertical and horizontal extent of potential impacts. Results of the Phase II ESA indicated that the near surface and shallow subsurface soil/fill is impacted by heavy metals, primarily lead, arsenic, zinc, and cadmium. The soil contamination is suspected to be a result of former operations of Plant and Mill.

Results of the Phase II ESA were used to design a Remedial Investigation (RI) of the site in anticipation of a Site-Specific remediation alternative. The RI was planned and implemented to further delineate impacted fill and generate the required hydrogeologic information to model groundwater fate and transport. An additional 22 shallow soil borings were advanced at the site to delineate three "hot spots" containing lead impacts at concentrations exceeding 10,000 milligrams/kilogram (mg/kg). GAI utilized PENTOXSD to evaluate site groundwater flux to the Monongahela River and determine the potential for impacts to surface water quality. The PENTOXSD results indicate groundwater to surface water flux would not impact surface water quality above established criteria.

At the conclusion of the RI, GAI produced a combined Act 2 RI/Cleanup Plan for the site. The cleanup plan included pathway elimination and on-site reuse and management of heavy metals impacted soil/fill. The RI/Cleanup plan was approved by PADEP in 2018.

**TEAM ORGANIZATION CHART**



| <b>SITE EVALUATION &amp; CHARACTERIZATION</b>                                | <b>SITE PLANS &amp; CIVIL DESIGN</b>                                | <b>ENVIRONMENTAL PERMITTING &amp; COMPLIANCE</b>           | <b>CONSTRUCTION ADMINISTRATION</b>                           |
|--|---|--|--|
| <b>A. Edward Sciulli, PG, PMP</b><br><i>Senior Hydrogeology Manager</i>      | <b>Kenneth Kinder, PE, CFM</b><br><i>Engineering Manager</i>        | <b>Nina Balsamo, PE</b><br><i>Senior Project Engineer</i>  | <b>Kenneth Kinder, PE, CFM</b><br><i>Engineering Manager</i> |
| <b>Scott Quinlan, PE</b><br><i>Senior Engineering Manager</i>                | <b>David Gilmore, PLA</b><br><i>Landscape Architecture Director</i> | <b>Jason Cook, CE, PWS</b><br><i>Environmental Manager</i> | <b>Terry Queen</b><br><i>Lead Construction Technician</i>    |
| <b>David L. Cremeens, PhD, CPSSc</b><br><i>Soil Science Technical Leader</i> | <b>Jason Gandee</b><br><i>Senior Project Engineer</i>               |  |  |

[ KEY RESUMES ARE INCLUDED IN APPENDIX A ]



**KEY PERSONNEL**



**KENT COCKLEY, MS, PE | DIRECTOR - ENGINEERING**

Mr. Cockley, Assistant Vice President, is the Power Generation Market Sector Manager with GAI, having more than 25 years of Civil and Environmental Engineering and Coal Combustion Residual (CCR) Management experience, including performing the design services on 15 landfills. Mr. Cockley was recently the Project Manager for the siting, design, and permitting of a new 200-acre landfill for storing CCRs produced at a power station in Kentucky. He has also managed projects at multiple power stations to evaluate water balance, eliminate outfalls, recycle water, and prepare plans for budgeting for Effluent Limitations Guidelines (ELG) projects. He specializes in environmental engineering; CCR landfill and impoundment siting, design, permitting, closure, and construction monitoring; beneficial use of CCRs; environmental permitting; and water/wastewater management.



**KENNETH KINDER, PE, CFM | ENGINEERING MANAGER**

Mr. Kinder will serve as the Project Manager and will provide Civil Engineering and Construction Administration Support for this Project. He is a registered Professional Engineer in WV, and is a Certified Floodplain Manager (CFM) with over 15 years of engineering experience. Mr. Kinder has extensive experience with hydraulic modeling and the design and permitting of developments within the FEMA Special Flood Hazard Area. Other areas of specialty include construction oversight and management, site inspections, levee and dam inspections, hydrology and hydraulics, stormwater design, erosion and sedimentation control, and general civil engineering. Mr. Kinder received his BS in Civil Engineering from West Virginia University Institute of Technology. In the role of Project Manager, he will serve the DNR's interest by coordinating and managing all fiscal and personnel aspects of the Projects:



**WILLIAM GOURDIE, CSP, CET | HEALTH & SAFETY DIRECTOR**

Mr. Gourdie serves as GAI's Director of Health and Safety. As such, he is responsible for ensuring that GAI complies with all applicable health, safety, and environmental regulations; client requirements; and corporate policies and procedures to maintain the safest possible working conditions for all employees. He embodies GAI's commitment to safety by coordinating the development, implementation, and continuous improvement of the company's Safety and Health Program to enhance effectiveness and performance results.



**BRADLEY CELLIER, PE | QA/QC DIRECTOR**

Mr. Cellier specializes in quality management system (QMS) maintenance and development, with more than 25 years of experience in engineering and quality assurance. He is responsible for overseeing the corporate wide QMS and Quality Assurance (QA) programs, including the ongoing implementation, success, development, and verification of compliance with the QMS initiative and GAI's QA program.



**EDWARD SCIULLI, PG, PMP | SENIOR HYDROGEOLOGY MANAGER**

Mr. Sciulli has more than 30 years of environmental due diligence experience conducting Phase I and Phase II Environmental Site Assessments (ESAs) related to the oil and gas industry, commercial / industrial facilities, municipal facilities, and brownfields. He specializes in managing small and large-scale remedial and site investigations, feasibility studies, and geophysical surveys. He has been instrumental in designing and implementing site investigations to guide former industrial sites through state Voluntary Remediation Programs. His diverse skill set includes experience in soil and groundwater evaluation, remediation, aquifer testing, contaminant fate and transport evaluations, groundwater flow modeling, hazardous and solid waste regulation, environmental health and safety, watershed assessment / reclamation, geophysical methods, and data management systems.



## SCOTT QUINLAN, PE | SENIOR ENGINEERING MANAGER

Mr. Quinlan specializes in water and wastewater engineering, water resource planning, alternative water supply and project funding. He has strong project management skills in addition to his process engineering capabilities. Also, Mr. Quinlan is responsible for client management, utility valuation, and development of municipal capital improvement programs for both water and wastewater systems.



## DAVID CREMEENS, PHD, CPSSC | SOIL SCIENCE TECHNICAL LEADER

Dr. Cremeens specializes in soils and geomorphology investigations related to surficial processes, with emphasis on soil mapping and inventories, environmental site assessments, industrial foundation construction monitoring, contaminated soil remediation, wetland delineation and stream investigations, soil borrow and utilization, waste water disposal, permit applications, geoarchaeology, and geotechnical exploration. He has extensive experience in pedology, geomorphology, geoarchaeology and environmental/geotechnical studies throughout the US, and in Ontario, India, and the Dominican Republic.



## DAVE GILMORE, PLA, MBA | LANDSCAPE ARCHITECTURE DIRECTOR

Mr. Gilmore currently serves as the Director of Landscape Architecture services for GAI Consultants. In this role, he coordinates projects and marketing activities for all of GAI's offices throughout the NE and Midwest region. In this capacity, Mr. Gilmore brings more than 27 years of experience on a diverse range of projects covering all aspects of landscape architectural design in both the public and private sector.

Throughout his career, Mr. Gilmore has been actively involved in a wide variety of challenging projects. His experience includes but is not limited to public outreach and programming, construction document and technical specification preparation, site analysis, schematic design, construction administration, master and land use design (campus, riverfronts, resorts, parks, recreational, residential, industrial, and commercial), streetscape and municipality improvements, landscape and hardscape design, and graphic presentation drawing.



## JASON GANDEE | SENIOR PROJECT MANAGER

Mr. Gandee specializes in civil site design, grading plans, erosion and sediment control plans, hydrologic and hydraulic design, roadway layout, and stormwater management plans. He develops engineering calculations, prepares project drawings, generates contract documents and specifications, and completes engineering reports. He also has experience with construction oversight and construction management, and site inspections. He was project engineer for 30 West Virginia Department of Environmental Protection, Abandoned Mine Land projects. These project ranged from 1 acre to 40 acres and required grading plans, civil site infrastructure design (sewer, stormwater systems, roadway layout, etc.), permitting and erosion and sediment control plans.

Mr. Gandee also has experience preparing West Virginia Department of Transportation, Division of Highways (WVDOH) MM-109 occupancy permits; and construction stormwater National Pollutant Discharge Elimination System (NPDES) permits and supporting documents. He has prepared Spill Prevention, Control, and Countermeasure (SPCC) Plans, and is knowledgeable of current erosion and sediment control materials and requirements.



## NINA BALSAMO, PE | SENIOR PROJECT ENGINEER

Ms. Balsamo specializes in civil and environmental engineering. She has evaluated data, costs, remedial alternatives, and remedy protectiveness for numerous environmental legacy sites, including the evaluation of costs and technical aspects of remediation of a military rifle range and other lead-contaminated sites. She is also skilled in landfill cap/cover design and has been responsible for preparing specifications for construction material properties, placement methods, and quality assurance testing. She is experienced in planning and coordinating soils laboratory testing programs.



## JASON COOK, CE, PWS | ENVIRONMENTAL MANAGER

Mr. Cook has more than 16 years of experience and is a Certified Ecologist (CE), Ecological Society of America and Professional Wetland Scientist (PWS), Society of Wetland Scientists. He specializes in the aquatic biology field with a variety of skill sets. This includes environmental data management, water quality instrument use, fish parasitology, non-native species introduction research, aquatic ecology, report writing, aquatic data management activities, and GIS. Since joining GAI, Jason has worked within a variety of roles on projects; executing USACE Nationwide Permits (NWP), report writing and review, wetland delineations, wetland mitigation site monitoring, wetland hydrology monitoring, endangered species consultations and habitat surveys, stream assessments and impact surveys, macroinvertebrate collection, and invasive species abundance.



## TERRY QUEEN | LEAD CONSTRUCTION TECHNICIAN

Mr. Queen specializes in construction monitoring for impoundment, site closure, infrastructure, and municipal projects. He provides drafting for site planning, earthwork detailing, and pre-mining and pre-blast surveys. Mr. Queen develops preliminary and final designs for mine reclamation sites and mining permits, and site development, and prepares construction drawings for highway and bridge projects. He compiles engineering data from a variety of sources; processes data using well-defined methods and presents data in prescribed formats.

## REFERENCES

### **Donald Gatewood**

*Vice President*

Wolf Creek Contracting Company, LLC

1510½ Kanawha Boulevard W

Charleston, WV 25387

(740) 749-5821

dgatewood@wolfcreekcontractors.com

### **Chris Knox**

*City Engineer*

City of Charleston

114 Dickinson Street

Charleston, WV 25301

(304) 348-8106

chris.knox@cityofcharleston.org

### **David Casebolt**

*Mayor*

City of Nitro

2009 20th Street

Nitro, WV 25143

(304) 755-0702

dcasebolt@nitrowv.org

## COMMUNICATION PLAN

GAI's Project Manager will be the prime Point-of-Contact with the DNR. GAI will perform weekly status and progress meetings internally and will communicate this to the DNR in weekly status update emails. GAI will keep in regular contact with the DNR through the attendance of routine conference calls to facilitate and communicate the progression of the Project details and deliverables. Also during the conference calls, GAI will discuss with the DNR any proposed engineering changes that could result in changes to the schedule timeline. Additionally, GAI will have on-site meetings with the DNR at the beginning of the project, during the design review phase, and during the construction phase. Meetings and conference calls will be documented with meeting minutes to record key discussion topics, outcomes, and action items. These meeting minutes will be distributed to the project team and made part of the project record.

## BUDGET PLAN

After the Notice of Award, GAI will meet with project stakeholders to discuss the scope of work and establish a project budget based on the understanding of the project scope. GAI will also develop a Contingency and Risk Management Plan to identify potential problems and develop a plan to prevent or manage potential change orders.

GAI's Project Manager will not only be tasked with monitoring the design budget to prevent cost overruns but will also provide guidance to the design team pertaining to construction cost management. GAI understands the importance of providing a design that will meet the DNR's budget expectation. GAI will provide a design that is not only sound in engineering principles but will also be constructible within the project budget. GAI will listen to the DNR's requests for the project and will implement them by providing the most cost-efficient product.

GAI's accounting process uses the financial software, Deltek, which allows personnel to input project time on an hourly/weekly basis. This information is accessible by the Project Manager and allows for daily monitoring of:

- Labor hours/payroll cost
- Project expenses
- Percent of hours and dollars expended

Realtime monitoring of this budget information will allow the Project manager to effectively communicate the budget status with the project team and project stakeholders.

GAI understands that our Client's budget is a top priority and we strive to meet these budgets on every project we are part of. Providing quality work under budget and ahead of schedule are the goals we set for the GAI team at the beginning of each project, and regularly track through the project's life. One example project where GAI met these budget goals was for a riverbank stabilization project for the City of Nitro at the Nitro City Park. The City of Nitro retained GAI, through a competitive, qualifications based procurement process, to provide engineering design and construction administration services to stabilize approximately 700 linear feet of riverbank. After notice of award, GAI met with the City and established a project scope and not-to-exceed budget for design and construction administration services. GAI prepared an engineer's estimate of probable construction cost and provided several deductive alternative items to be included with the construction contract, to allow flexibility of the construction contract to fit with the City's budget. During the construction phase, GAI and the construction contractor identified a bid item that could be removed and replaced, offering a credit to the City and better serving the needs of the community. GAI's design proposed concrete steps leading to the normal pool of the Kanawha River. After the contractor expressed concern with constructability and safety of installing these steps, GAI redesigned this area to replace the proposed steps with two floating segmental docks. These floating docks saved money on construction and will allow boaters to dock along the river and access the park for events. It also allows safe fishing access for City

residents. GAI executed the scope of this project with no design change orders or increases to the design fee. After GAI's initial value engineering with the contractor and the City, the project was constructed under the contractor's original contract price.

### SCHEDULING PLAN

After the Notice of Award, GAI will meet with project stakeholders to establish a project schedule. GAI has extensive experience with establishing schedules to keep projects on track to meet construction and operation deadlines. Project schedules are also critical to maintaining a healthy project budget and to avoid cost overruns. GAI will work with the DNR and project stakeholders to develop the initial baseline schedule for the Project as it is presented, including setting milestone dates and identifying critical path tasks. Routine schedule updates will be provided to the DNR throughout the life of the Project.

GAI's commitment will be to control and direct the design, permitting and construction schedule through:

- A clearly understood project approach and schedule that includes a clear understanding of all critical path items, as a commitment by all team members to the specified dates and deadlines required to achieve the Project goals.
- Project Monitoring will be the responsibility of our dedicated Project Manager, who will carefully monitor all project activities in accordance with the established design, permitting and construction schedule. Deviation or delay from the proved schedule, for any reason, will be brought to the attention of all team members, including the DNR, and will be mutually rectified to the satisfaction of the DNR.

The project schedule will account for necessary reviews and approvals by project stakeholders, as well as permitting and regulatory agencies. GAI has extensive experience with environmental permitting, giving us a good working knowledge of permitting time-frames.

One example of GAI's ability to meet project schedules is for work we have recently completed for the construction of Americans with Disabilities Act (ADA) compliant sidewalk curb ramps. GAI and Wolf Creek Contracting (WCC) teamed together to perform the design and construction of ADA compliant curb ramps at over 1,200 locations throughout West Virginia for the West Virginia Division of Highways (WVDOH). This work began in the spring of 2018 and is nearing completion. So far, GAI and WCC have teamed together on nine (9) ADA curb ramp projects in three WVDOH districts. These 9 projects included over 1,200 individual ramp locations at a total contract cost of over \$12.6M dollars. The projects had very demanding construction completion schedules. As part of this work, GAI conducted field topographic mapping using a 3D terrestrial scanner, coordinated right-of-way limits, utility alterations, permitting, provided construction administration services, and developed as-built drawings. All 9 of the projects were designed and constructed ahead of schedule. GAI was able to provide design and construction administration services for all 9 projects at the agreed to design fee, with no supplemental change orders to increase the engineering fees.

### TERMS AND CONDITIONS

GAI's legal team reviewed the Terms and Conditions contained in the solicitation. If selected, GAI has noted the following items and request discussion and/or clarification. These items have also been noted in Appendix C.

- **Section 8 (Insurance):** Liability insurance is available on a "claims-made" basis
- **Section 28 (Warranty):** In our experience, the warranty requirements in the Terms and Conditions are more applicable to construction contractor type goods and services than professional/consulting services, and we would like to make sure the warranty we offer is applicable to the services we provide. The applicable warranty for professional/consulting services we typically provide is to perform services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the services are performed.

Additionally, it is our assumption and understanding that GAI does not bear any responsibility for existing lead contamination/pollution relative to developing a lead management plan.

### CLOSING

We sincerely appreciate the opportunity to provide DNR with our Expression of Interest and look forward to assisting DNR with this Project. Please feel free to contact Project Manager, Kenneth W. Kinder, PE, CFM, at 304.926.8100 or via email at k.kinder@gaiconsultants.com, if you have any questions regarding the contents of this Expression of Interest.



# APPENDIX

# A

# RESUMES



**Kenneth W. Kinder, PE, CFM**  
Engineering Manager

#### Education

BS, Civil Engineering, 2003, West Virginia University Institute of Technology

#### Registrations

Professional Engineer [REDACTED]  
2007, VA, license [REDACTED] 2019

Certified Floodplain Manager (CFM)

#### Skills

Civil Engineering

CCR Landfill and Impoundment Design

Hydraulic Design and Floodplain Management

Construction Management

#### Certifications / Training

Troxler Nuclear Density Operator, 2001

MSHA 8-Hour Safety Refresher, 2011

HAZWOPER 40-Hour Safety Training, 2012

HEC-RAS Course, National Highway Institute

#### Industry Experience

GAI Consultants, Inc., 2014-Present

Potesta & Associates, Inc., 2000-2014

Eagle Surveying, Inc., 1996-2000

#### Professional Summary

Mr. Kinder specializes in civil engineering design for civil engineering projects including civil site design, erosion and sediment control, stormwater management, hydraulic modeling, floodplain permitting, coal permitting, limestone quarry permitting, and solid waste landfill design.

Mr. Kinder ensures accuracy of work, meets schedule requirements, and maintains excellent client relationships. He develops engineering calculations, prepares project drawings, generates contract documents and specifications, and completes engineering reports. He also has experience with construction oversight and construction management, site inspections, landfill inspections, and levee and dam inspections.

#### Professional Experience

- Design-Build ADA Curb Ramps, WVDOH, Various Locations, WV. Project Manager. GAI and Wolf Creek Contracting teamed together to perform design and construction of Americans with Disabilities Act (ADA) compliant curb ramps at over 1,200 locations, spread over eight counties throughout WV. Close coordination was required with the WVDOH Environmental Section and the WV Division of Culture and History's State Historic Preservation Office (SHPO) prior to altering the sidewalks, due to brick material aged over 45 years and/or included historical 'WPA' stampings.
- Coal Combustion Residuals (CCR) Surface Impoundment Closures, Confidential Client, Virginia (VA). Assistant Project Manager. Responsible for providing permitting and construction engineering support for the closure of multiple CCR Surface Impoundments. The ponds covered a combined area of more than 100 acres and are being closed by removing the CCR in most of the ponds and consolidating it into a single CCR Surface Impoundment. The remaining impoundment will be closed using a geosynthetic and soil cover system, in accordance with the VA Solid Waste Management Regulations and the Environmental Protection Agency's CCR Rule. Developed Closure Plans, Post-Closure Care Plans, Groundwater Monitoring Plans, Construction Drawings, Technical Specifications and Construction Quality Assurance (CQA) Plans for the VA Solid Waste and CCR Rule permitting of the project. Prepared a dam alteration permit application that was approved by the VA Department of

Conservation and Recreation to permit the modification of the dams that form the five surface impoundments. The dam alteration permits include design plans, technical specifications, geotechnical and hydrologic and hydraulic calculations required for the closure.

- Nitro City Park Streambank Stabilization, Nitro, WV. Engineering Design and Environmental Permitting for a proposed riprap stabilization dike along the Kanawha River. The design included a proposed 700 linear feet riprap stabilization dike to support and stabilize the existing riverbank, which was exhibiting sign of instability. The crest of the riprap dike will support a concrete walking trail and steps for river access, as well as other new park amenities. Work included engineering design of the dike, preparation of construction drawings and specifications, US Army Corps of Engineers permitting and coordinating to have a mussel survey completed.
- Charleston Civic Center Riverfront Park and Trail, Charleston, WV. Engineering Design and Environmental Permitting for a proposed riverfront park and walking trail along the Elk River in Charleston, WV. The design included a proposed 300 linear sheet piling wall to support a concrete walking trail along with a new riverfront park with a floating dock. The walking trail would continue along the Elk River and tie-in to the Kanawha Boulevard trail system. Work included engineering design, HEC-RAS hydraulic modeling and floodplain permitting, US Army Corps of Engineers permitting and coordinating to have a mussel survey completed.
- Flood Hazard Mitigation Reconstruction and Elevations Project, Kanawha County, WV. Assistant Project Manager for the Flood Hazard Mitigation Reconstruction and Elevations Project. This project will assist with the reconstruction and elevations of homes located along the Elk River that were devastated during the monumental June 2016 flooding. Over 20 affected properties are being considered for the project and the project will be funded through FEMA's Hazard Mitigation Grant Program (HMGP). Properties affected will have new homes reconstructed or existing homes that are found to be structurally sound will be elevated, if it is found to be cost feasible.
- CCR Landfill Design and Permitting, Confidential Client, West Virginia (WV). Project Engineer. Assisted with the preparation of the design, permitting and construction documents for a 94-acre expansion of a Class F Industrial CCR Landfill Facility. The project expanded an existing landfill and would allow for disposal of fly ash, bottom ash, and gypsum. The project included two additional sedimentation ponds and the expansion of a force main leachate pumping station. Design tasks included preparation of permitting documents, preparation of construction drawings for two separate phases of landfill construction and preparing construction certifications for preparation of subgrade and placement of geosynthetics.
- Buffalo Creek and Gauley Railroad, Clay, WV. Clay County Business Development Authority. Project Manager. GAI performed damage assessments for the 18.6-mile long rail line that was damaged during severe floods (10 inches of rainfall during a 12-hour period). Damages varied from debris removal, bank stabilization for rail bed support, and replacing bridges that were washed out. The GAI Team assessed the damage for the entire length of the project and performed initial design to provide an estimate of the damage caused by the flood. This was used for the client's FEMA application for flood mitigation assistance. Upon approval, GAI will finalize the design and provide construction documents for restoring this historic rail line.
- Staff Engineer responsible for performing construction oversight and construction management for a Resource Conservation and Recovery Act 120-acre environmental remediation site. Responsibilities included managing a team of CQA/quality control observers, tracking construction pay quantities and reviewing monthly invoices, ensuring construction is being performed according to the plans and specs and enforcing implementation of a site-specific health and safety plan.





**A. Edward Sciulli, PG, PMP**  
Senior Hydrogeology Manager

**Education**

BS, Geosciences, 1986,  
The Pennsylvania State University

**Registrations**

Professional Geologist (PG): PA, NY  
Project Management Professional (PMP),  
Project Management Institute, 2009

**Skills**

Geophysical Investigations  
Hydrogeology  
Feasibility Studies  
Environmental Risk Assessments  
Groundwater Investigations and  
Remediation  
Watershed Evaluation and Management  
Soil Analysis  
Hazardous and Industrial  
Waste Management  
Solid Waste Management  
Brownfield Development - Site Recycling

**Certifications / Training**

OSHA 40-Hour Hazardous Waste  
Operations and Emergency Response  
OSHA Hazardous Waste Site Supervisor  
OSHA 10-Hour Confined  
Space Entry and Rescue

**Basic First Aid and CPR**

**Industry Experience**

GAI Consultants, Inc., 2012-Present  
L. Robert Kimball & Associates, Inc.,  
1994-2012  
Earth Technology Corporation, 1986-1993

**Professional Summary**

Mr. Sciulli has more than 30 years of environmental due diligence experience conducting Phase I and Phase II Environmental Site Assessments (ESAs) related to the oil and gas industry, commercial / industrial facilities, municipal facilities, and brownfields. He specializes in managing small and large-scale remedial and site investigations, feasibility studies, and geophysical surveys. He has been instrumental in designing and implementing site investigations to guide former industrial sites through state Voluntary Remediation Programs. His diverse skill set includes experience in soil and groundwater evaluation, remediation, aquifer testing, contaminant fate and transport evaluations, groundwater flow modeling, hazardous and solid waste regulation, environmental health and safety, watershed assessment / reclamation, geophysical methods, and data management systems.

**Professional Experience**

- Bridge Replacement Project in PA. Project Manager and Senior Geologist responsible for planning, implementation and report generation for a Phase III ESA of a proposed right-of-way (ROW) taking through a former fueling station. Investigations included geophysical surveys [magnetic, ground-penetrating radar (GPR)] that identified three underground storage tanks, contaminated soil and groundwater assessments, and recommendations regarding the management of contaminated soil.
- Warehouse Construction Project in PA. Task Manager and Senior Geologist responsible for planning, implementation, and report generation for an ESA at a former metals plant. Investigations included geophysical surveys, contaminated soil evaluations, soil management planning, excavation of contaminated soil, and post-excavation verification.
- Confidential 110 Mile Pipeline Project, PA and West Virginia (WV). Managed the coordination and sampling of over 50 drinking water supplies and other water sources within close proximity to the 110 miles of new pipeline construction. Both pre-construction and post-construction water source sampling and analysis were conducted. Oversaw analytical laboratory operations, data tabulation and reporting. Analytical results were compiled and compared to federal and state drinking water and surface water standards.
- Propane Pipeline Project, WV. The project included approximately 66 miles of eight-inch diameter propane pipeline installation in WV. Managed the coordination and sampling of over

24 drinking water supplies and other water sources within close proximity to project. Both pre-construction and post-construction water source sampling and analysis were conducted. Oversaw analytical laboratory operations, data tabulation and reporting. Analytical results were compiled and compared to applicable federal and state drinking water and surface water standards.

- Open-End Agreement for Waste Management and Pollution Prevention Services. Project management, scope development, and quality control reviews of work assignments in support of ESAs at transportation maintenance facilities, underground storage tank facilities, and hazardous waste remediation projects impacting roadway ROWs. Responsible for the management of comprehensive Site Characterization activities, fate and transport modeling, attainment sampling of soil and groundwater, and production and submittal of Remedial Action Completion Reports and Final Reports in accordance with the Land Recycling Program (Act 2).
- Site Characterization Project, PA. Task Manager for the preparation of site characterization work plans and performance of a comprehensive Site Characterization for the approximately 40-acre metal scrap yard site. All plan preparations and site investigations were performed according to PaDEP Land Recycling Program (Act 2) requirements. Site characterization activities included geophysical surveys, site-wide soil investigations, and the installation and sampling of source and point of compliance monitoring wells.
- Environmental Investigation Project, New Jersey (NJ). Project Manager for an environmental investigation to complete the characterization of the nature and extent of possible contamination beneath a former dry cleaners site. The investigation design and rationale also include obtaining data in a quantity and quality needed for future enforcement actions and assessing potential remedial alternatives. In addition to identifying the presence and extent of contamination within site soil and ground water, sampling and analyses were performed to evaluate soil gas conditions. Results of the analyses were used to develop possible remedial alternatives and a soil vapor extraction conceptual design.
- Hazardous Waste Contamination Confirmation Study, NJ. Task Manager for a magnetic and GPR survey at four areas on the base to locate a buried missile launcher and possible containerized waste. The survey was complicated due to radioactive contamination. Responsible for all data collection, reduction, and interpretation.
- Groundwater Assessment in CA. Assisted in a deep refraction study to estimate hydrological resources in an alluvial valley. Bedrock depth and configuration, and overburden lithology were determined. A bedrock fracture zone was located and thought to be a major source of groundwater recharge to the surrounding area. Results were used to design a well field. Assisted with a seismic refraction study across a dry river channel to estimate bedrock depth and locate zones of saturated alluvium. Results used to place water production wells. Assisted in all phases of data collection, reduction, and interpretation.
- Pennsylvania County Conservation District. Received 2001 and 2002 Governor's Award for Watershed Stewardship. Project Manager for an assessment and prioritization of acid mine drainage (AMD) impacts within the Pennsylvania River Watershed. Developed a combined Relational Database / GIS that was used to manage collected data, provide a means for physical and chemical data analysis as it pertains to water quality, provided spatial analysis of water quality between individual discharges and sub-watersheds, identified gaps in data collection, and served as a depository for data gathered in the future.
- Watershed for the local Conservation District in PA. Project Manager for an assessment and prioritization of AMD impacts within the Watershed. Work included the development of a user-friendly relational database / GIS used to manage collected data and physical and chemical data analysis. The system was used to prioritize sites for future restoration.

### **Affiliations**

National Ground Water Association

Environmental and Engineering Geophysical Society



**Scott C. Quinlan, MS, PE**  
Senior Engineering Manager

#### Education

MS, Environmental Engineering, 1988,  
University of Florida

BS, Civil Engineering, 1987, University of  
Florida

#### Registrations

Professional Engineer (PE): FL, PA, MN,  
NV

#### Skills

Water and Wastewater Treatment

Water Resource Services

Capital Improvement Program Funding

Utility Valuation

#### Certifications / Training

MSHA 24-Hour Surface and Construction  
Training, 2011

Leaders to Watch, GAI Consultants, 2010

Management and Leadership Skills  
Training, GAI Consultants, 2009, 2010

High Performance Management Training,  
GAI Consultants, 2009

Ultimate Project Management Training,  
GAI Consultants, 2009

#### Industry Experience

GAI Consultants, Inc., 2008-Present

IMS Construction, 2005-2008

Warner-Quinlan, Inc., 2003-2006

Quinlan & Associates, Inc., 1997-2003

Hartman & Associates, Inc., 1991-1997

Dyer, Riddle, Mills & Precourt, Inc.,  
1984-1991

#### Professional Summary

Mr. Quinlan specializes in water and wastewater engineering, water resource planning, alternative water supply and project funding. He has strong project management skills in addition to his process engineering capabilities. Also, Mr. Quinlan is responsible for client management, utility valuation, and development of municipal capital improvement programs for both water and wastewater systems.

#### Professional Experience

- Correctional Center STP in WV. Evaluation of the wastewater collection system and sewage treatment plant. Following a notice of violation by the WV Department of Environmental Protection (WVDEP), GAI was contacted to evaluate the problems at the facility. Upon inspection of the facility, it was determined that the wastewater collection system had numerous points of inflow and infiltration into the system as well as a failing pump station and the sewage treatment plant had numerous operational, maintenance and safety deficiencies. GAI negotiated a program and schedule to correct the deficiencies at the facility with the WVDEP.
- Feasibility Study and Conceptual Design Project in West Virginia (WV). Feasibility study and conceptual design of a Containerized Filtration System to remove suspended solids from the Stormwater Management Pond at the Power Station. Provided system review of conceptual design documents.
- Engineering Lead on a multi-faceted Wastewater Design-Build Delivery Project at a coal-fired power station located in Kentucky (KY). The project consists of a 1.7 million gallon concrete tank for storing Flue Gas Desulfurization (FGD) Slurry. The tank was complete with mixers and pump stations; an FGD wastewater treatment system consisting of reaction tanks, clarifiers, filtration, sludge handling, and chemical dosing; a water treatment system to address low pH water from the coal pile; and a water treatment system to treat leachate water from the toe drain of an ash management site.
- Power Generating Station Acidic Groundwater Interception, Collection and Treatment System Project in Western Pennsylvania (PA). Performed services of Program Manager for the contract to engineer, procure and construct the acidic groundwater interception, collection and treatment system.
- Power Generating Station Acidic Groundwater Interception, Collection and Treatment Project in Western PA. Developed a

technical specification for a contract bid to engineer, procure, and construct the acidic groundwater interception, collection, pump station and transmission system, and treatment system.

- Power Generating Station Acidic Groundwater Interception, Collection and Treatment Project in Western PA. Conceptual design of a system to intercept, collect, and treat acidic groundwater. Tasks included evaluating power station water balance and making water balance recommendations for new operation, assistance with treatability study to evaluate neutralizing effects of multiple reagents, cost estimating, and permitting (NPDES, Floodplain, local, etc.).
- Water Exploration for Findlay Township Municipal Authority, Allegheny County, PA. Phase I of the project consisted of an investigation into potential subsurface and surface water sources to supply the authority with its own potable water source. Ongoing, Phase II of the project consists of the investigation into the potential reuse of an existing Acid Mine Drainage (AMD) discharges as a potential potable water resource. Services include assisting in potential funding sources, project benefits analysis, feasibility cost analysis and ongoing support.
- Storm and quarry water conveyance and treatment program development for mining company. The program included means of reducing fines in the conveyed water via interceptor ponds and then treating the water. Water treatment involved bench and pilot scale testing and then procurement and balance of plant support for a 4,000 gpm facility.
- Demineralization System Upgrade Project for the Allegheny County Sanitary Authority (ALCOSAN) in Allegheny County, PA. Provided an evaluation of the existing ion exchange system providing make-up to its boiler system. Evaluation consisted of existing and future needs analysis, alternative technologies, and demolition and installation coordination. Deliverables for the project consist of construction drawings, specifications, final bid documents.
- Dooker Hollow Stream Mitigation Project for ALCOSAN in Allegheny County, PA. Developed a design plan for removing the AMD from the combined sewer system and remediating the AMD for reuse as irrigation water for the golf course. As part of this project, the team is designing an alternative energy supply source for the golf course and evaluating the installation of a wind-driven generator to power the facility. Additionally, a micro-hydroelectric generator, driven by AMD is being evaluated for feasibility.
- Cresson AMD Project for the PA Department of Environmental Protection (PaDEP). Bureau of Abandoned Mine Reclamation (BAMR). Project Manager on a team that performed process evaluation and preliminary and final design for a 10.0 MGD AMD WWTP. Part of the evaluation included conducting a treatability study to determine the most effective reagent for the treatment process. This project involves removing excess stream flows during the rainy season, storage in an abandoned mine and then withdrawn to augment river flows and promote fisheries. Additional activities included discharge permitting, local, and stormwater permitting. The project also involved well pumps and transmission mains. The site was also evaluated for a vulnerability assessment and security systems designed accordingly.
- Jonathan Run (JR) Acid Rock Discharge Mitigation for the PA Department of Transportation. (PennDOT), District 2-0. During the construction of I-80, JR was relocated through a box culvert under I-80. The 60-foot to 80-foot high embankment above the relocated stream contained pyritic sandstone, which upon weathering produced a highly acidic drainage which degraded the stream. GAI designed a passive treatment system of vertical flow ponds to treat the low aluminum concentration flows and an active treatment system of chemical feed and settling pond for the high aluminum concentration. Project engineer.

### **Affiliations**

American Society of Civil Engineers

Engineers Society of Western PA

Southwestern PA Engineering Outreach



**David L. Cremeens, PhD, CPSSc**

Soil Science Technical Leader

#### Education

PhD, Pedology, Minor in Geochemistry,  
1989, University of Illinois

MS, Pedology, Minor in Geology, 1983,  
Michigan State University

BS, Agriculture, 1979, University of  
Missouri

AA, Life Science, 1977, St. Louis  
Community College

#### Registrations

Certified Professional Soil Scientist  
(CPSSc), No. [REDACTED]

#### Skills

Soil Science

Pedology, Geomorphology, and  
Geoarchaeology

Geotechnical Engineering Studies

Environmental Site Assessments

Wetland Delineation

Stream Investigations

#### Industry Experience

**GAI Consultants, Inc.**

University of Illinois, 1983-1989

Michigan State University, 1980-1983

Utah State University for Utah Department  
of Agriculture, 1979-1980

University of Missouri, 1977-1979

#### Professional Summary

Dr. Cremeens specializes in soils and geomorphology investigations related to surficial processes, with emphasis on soil mapping and inventories, environmental site assessments, industrial foundation construction monitoring, contaminated soil remediation, wetland delineation and stream investigations, soil borrow and utilization, wastewater disposal, permit applications, geoarchaeology, and geotechnical exploration. He has extensive experience in pedology, geomorphology, geoarchaeology and environmental/geotechnical studies throughout the United States, and in Ontario, India, and the Dominican Republic.

Dr. Cremeens soil and landscape investigation experience includes soil formation processes and design and re-vegetation of disturbed landscapes and urban soils. He is experienced in wetland delineation utilizing Global Positioning Survey (GPS) and Geographic Information System (GIS) software applications. He is also proficient in the characterization of prehistoric and historic archaeological sites. Dr. Cremeens has taught soil science and pedology at the university level.

#### Professional Experience

- ▣ **Research specialist for Contaminated Lands Reclamation Project on Group 61 Site (U.S. Army Superfund) at Joliet Army Ammunition Plant, Joliet, Illinois, involved University of Illinois, U.S. Army Construction Engineering Research Laboratory (CERL), and U.S. Army Toxic and Hazardous Materials Agency (USATHAMA). University of Illinois.**
- ▣ **Abandoned Slate Quarries for Confidential Client. Developed and assisted in the spray irrigation and agricultural utilization of two million gallons of cadmium and lead-contaminated wastewater associated with the closing of two abandoned slate quarries. Responsible for determining areas suitable for spray irrigation, determining background levels of metals in the soil, on-site monitoring of soil moisture contents during irrigation, closure of the quarries, and follow-up soil and vegetation sampling.**
- ▣ **Phase 1A Soil Geomorphology Assessment. Off-Site Stream Restoration, located in Doddridge County, West Virginia (WV).**
- ▣ **Geotechnical Exploration for Structure Replacement in Pocahontas and Randolph Counties, WV, for the West Virginia Department of Transportation, Division of Highways (WVDOH). Responsible for inspection of borings.**

- UNT #1 Teter Creek, Barbour County, WV, for the West Virginia Department of Environmental Protection (WVDEP). Phase 1A Soil Geomorphology Assessment.
- Power Station, WV, Confidential Client. Residual Waste Disposal Site. Environmental waste management project to permit, design, and monitor a residual waste disposal site. Responsible for soil borrow material investigation for the design and permitting of the 200-acre Flue Gas Desulfurization (FGD) by-product disposal facility at the Station. Responsible for soil mapping and sampling of available materials over a 1,100-acre area.
- Industrial Waste Disposal Sites, PA, Confidential Client. Site location and conceptual design project to evaluate alternative site locations for residual waste disposal sites requiring geotechnical and hydrogeologic site investigations, and soil borings and monitoring well installations. Responsible for evaluating soil resources for use as clay liner and cover soils as part of a Residual Waste Permit application for two generating station ash sites. Investigated fly ash cover soil mixtures for final cover design and developed a revegetation plan for three generating station ash disposal sites.
- Power Station, PA, Confidential Client. FGDS Retrofit. Civil testing services, including soils, concrete, and asphalt testing and field construction monitoring. Responsible for QA field monitoring / inspection of auger cast piles and caissons.
- Trans-Allegheny Interstate Line (TrAIL) Project in PA and VA for Confidential Client. Responsible for geoarchaeology evaluation for Phase I cultural resources survey.
- River Bank, WV, Confidential Client. Riverbank stabilization project for a Phase I/II Cultural Resources Investigation for Confidential Site. Responsible for detailed geomorphological assessment (backhoe trenching, profile recording) to characterize stratigraphic context of archeological remains, alluvial stratigraphy and landforms.
- Remediation of solvent contaminated soil including monitoring groundwater quality and soil contamination level at an ink printing facility in Northern LA. Confidential Client.
- Environmental site assessments including Phase I reconnaissance, Phase II site studies with soil and groundwater testing, and Phase III remediation throughout the U.S. and Canada.
- Developed a plan for the landfarm-bioremediation of 1200 cubic yards of fuel-contaminated soils, including delineating a suitable area according to NC regulations and sampling and analyze contaminated soils. Truck Stops of America.

### **Affiliations**

Geological Society of America (GSA), Archaeological Geology Division Chair 2003-2005

Soil Science Society of America, Active Member

### **Publications / Presentations**

- |      |   |
|------|---|
| 2016 | George, S.E., D.L. Cremeens, C.G. Scott, D.E. Buck, and L.S. Hart. Missouri Ozark Fens: soils, geomorphology, and Hydrogeology. Ozarkfens.com.  |
| 2012 | Cremeens, D.L., J.A. Parobek, J. Coyne, C. Miller, C. Dunham, and J. LaQuatra. Permanent vegetation establishment on manufactured soil at a former slag disposal pile in Pittsburgh, PA, USA: Lessons-Learned. Soil Horizons doi: 10.2136/sh12-06-0020. |
| 2011 | MacDonald, D.H., Scutoquazza, E.P., and D.L. Cremeens. Steatite on the Juniata: Early Pottery at the SunnySide Site (36BD267), Central PA. Journal of Middle Atlantic Archaeology 27: 17-28.  |
| 2011 | Lothrop, J.C., and Cremeens, D.L. 33Ms391: a Paleoindian Site in Southeastern OH. Current Research in the Pleistocene. 27: 120-122.   |



**Nina J. Balsamo, PE**

Senior Project Engineer

**Education**

MS, Civil Engineering, 1987, University of Pittsburgh

BS, Civil Engineering, 1979, University of Pittsburgh

**Registrations**

Professional Engineer (PE): PA

**Skills**

Environmental Engineering

CERCLA Site Remediation Planning

Landfill/Disposal Sites

**Certifications / Training**

National Council of Examiners for Engineering and Surveying (NCEES) Certificate

Applications of Geotechnical Instrumentation, 2012

Practical Aspects of Site Investigation and Construction Drilling, 2004

Landslide Recognition and Investigation, 2003

Designing with Geosynthetics, 1996

Geotextiles in Waste Containment Systems, 1995

Grouting, Soil Improvement & Geosynthetics Conference, 1992

**Industry Experience**

GAI Consultants, Inc., 2015 to present

Tetra Tech, Inc., 1999-2015

GAI Consultants, Inc., 1992-1999

Paul C. Rizzo Associates, Inc., 1990-1992

GAI Consultants, Inc., 1984-1989

Mine Safety and Health Administration, 1979-1984

**Professional Summary**

Ms. Balsamo specializes in civil and environmental engineering. She is skilled in landfill cap/cover and liner design and has been responsible for preparing specifications for construction material properties, placement methods, and quality assurance testing. She is experienced in progressing contaminated sites through the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) regulatory process and has prepared remedial designs and remedial action work plans for CERCLA landfills. She has evaluated data, costs, remedial alternatives, and remedy protectiveness for numerous environmental legacy sites.

Ms. Balsamo has prepared conceptual and final design reports, erosion and sediment control plans, calculations, and work plans for landfill designs. She is experienced in planning and coordinating laboratory testing programs.

**Professional Experience**

- ▣ Feasibility Study Report for Ryeland Road Arsenic Site; Environmental Protection Agency; Womelsdorf, Berks County, PA. This residential area was the former site of a pesticides manufacturing facility. Prepared cost estimates for five alternatives to remove arsenic-contaminated soil, sediment, and construction materials. Investigated options for hazardous soil disposal, soil treatment for non-hazardous disposal, and truck versus rail haul.
- ▣ Civil Engineer; Site 20 Former Rifle Range, Engineering Evaluation/Cost Analysis (EE/CA) and Action Memorandum; U.S. Navy CLEAN Contract, Engineering Field Activity Northeast; Quantico Marine Corps Base, Quantico, Virginia. Prepared report to evaluate costs and technical aspects of remedial action alternatives at a former military rifle range. Prepared Action Memorandum for proposed removal action (excavation and off-site disposal) of soil contaminated with lead and polycyclic aromatic hydrocarbon (PAHs).
- ▣ Draft /Draft Final Remedial Action Work Plan, Draft and Final Quality Control Plan, Draft Storm Water Pollution Prevention Plan for Site 73 Stables Landfill and Site 178 Ordnance School Lake, Savanna Army Depot Activity, Savanna, Illinois. U. S. Army Corps of Engineers, Louisville District. Prepared documents to remediate sites, including excavation of debris and soil to 15-foot depth to remediate Site 73, a 1-acre site, to residential use cleanup goals

for lead, chlorinated polycyclic aromatic hydrocarbons (cPAHs), a pesticide, and herbicides. The remedy for Site 178, a 9-acre site including a portion of Ordnance School Lake, included dewatering and excavation of contaminated soil and sediment to meet human health and ecological cleanup goals for cPAHs and PCBs. The remedies for both sites included disposal of contaminated materials off site, confirmation sampling and analysis, backfilling, and disturbed area restoration.

- Draft Remedial Design for Site 2 – World War II Landfill, Naval Construction Battalion Center (NCBC) Gulfport, Mississippi (MS). Prepared remediation design report and supervised drawings for soil cover to prevent contact with waste and soil contaminated with carcinogenic polynuclear aromatic hydrocarbons (PAHs).
- Remedial Design for Site 1 – Disaster Recovery Disposal Area, NCBC Gulfport, MS. Prepared remedial design report and specifications and supervised drawings for excavation of dieldrin-contaminated soil, soil cover over waste, and ditch regrading and culvert replacement to improve site drainage.
- Remedial Action Work Plan, Quality Control Plan, and Storm Water Pollution Prevention Plan (Draft) for Site 73 and Site 178; Savanna Army Depot Activity, IL; USACE. Prepared documents to remediate sites, including excavation of debris and soil to 15-foot depth to remediate Site 73, a 1-acre landfill, to residential use cleanup goals. The remedy for Site 178, a 9-acre site that included a portion of Ordnance School Lake, included dewatering and excavation of contaminated soil and sediment to meet human health and ecological cleanup goals. The remedies for both sites included confirmation sampling and analysis and disturbed area restoration.
- Base Course Bench-Scale Treatability Study Work Plan and Report for Site 8, Naval Construction Battalion Center Gulfport, MS. Prepared work plan, procured laboratory, coordinated testing program and co-authored report for bench-scale testing of cement-stabilized contaminated soil. This stabilized layer now serves as the pavement base course for a high load intermodal transfer facility. Assisted in the roller compacted concrete (RCC) pavement design, drainage calculations, and RCC and stabilized blend specifications.
- Project Engineer; Remedial Design Report; U.S. Navy CLEAN Contract, Northern Division; Naval Surface Warfare Center Site 41 – Scrap Yard; Indian Head, Maryland. Site 41 was a fenced scrap yard used for storing leaking transformers and lead acid batteries. Coordinated and co-authored design report and addressed client and regulator's comments for remedial action to clean PCB-contaminated concrete pavement and remove surrounding lead-contaminated soil.
- Post-Closure Long-Term Monitoring and Inspection Plan for Site 42 - Olsen Road Landfill; Naval Support Facility, Indian Head; Indian Head, Maryland; Naval Facilities Engineering Command Washington. Prepared plan for the periodic inspection of the engineered cap and for surface water and groundwater sampling, analysis, and data evaluation following closure of the landfill.
- Feasibility Study, Franklin Slag Pile; EPA Region 3; Philadelphia, Pennsylvania. Coordinated with project engineer to develop conceptual remedial designs as a basis for cost estimates to evaluation four possible alternatives (maintenance, excavation, geosynthetic cap, and on-site treatment) for an urban slag pile with historically high levels of airborne and leachate lead.
- Sites 5 and 12, National Aeronautics and Space Administration (NASA), Wallops Flight Facility, Wallops Island, Virginia (VA). Prepared report and supervised drawings for excavation and off-site disposal of contaminated soils and wetland sediments, building and concrete pad demolition, and site restoration.





# APPENDIX

# B

## REQUIRED FORMS



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: 679661

Doc Description: A/E Services for DNR Lead Management Plan Project

Proc Type: Central Contract - Fixed Amt

| Date Issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 2020-01-21  | 2020-02-19<br>13:30:00 | CEOI 0310 DNR2000000005 | 1       |

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN #

25-1260999

DATE

2/14/2020

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

**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.

Kent W. Kinder, ENGINEERING MANAGER  
 (Name, Title)  
KENNETH W. KINDER, ENGINEERING MANAGER  
 (Printed Name and Title)  
500 LEE STREET EAST, SUITE 700  
 (Address)  
681-245-8869 / 304-926-8180  
 (Phone Number) / (Fax Number)  
K.KINDER @ GAICONCONSULTANTS.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.

GAI CONSULTANTS, INC.  
 (Company)

Kent C. Cockley  
 Digitally signed by Kent C. Cockley  
 DN:  
 cn=k.cockley@gaiconsultants.com,  
 cn=Kent C. Cockley  
 2020.02.14 14:25:16-0500

(Authorized Signature) (Representative Name, Title)

Kent C. Cockley, ASSISTANT VICE PRESIDENT  
 (Printed Name and Title of Authorized Representative)

2/14/2020  
 (Date)

412-977-3512 / 724-387-2265  
 (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](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

# West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: GAI CONSULTANTS Address: 500 LEE STREET, SUITE 700

CHARLESTON, WV 25301

Name of Authorized Agent: KENNETH KINDER Address: (SAME)

Contract Number: DNR2000000005 Contract Description: LEAD MANAGEMENT PLAN

Governmental agency awarding contract: WV DIVISION OF NATURAL RESOURCES

Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

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

Signature: *K.W. Kinder*

Date Signed: 2/14/2020

### Notary Verification

State of West Virginia, County of KANAWHA:

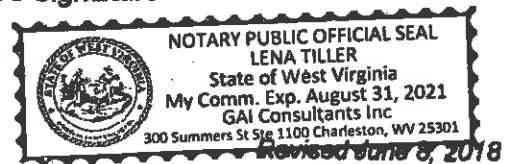
I, KENNETH KINDER, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 14<sup>th</sup> day of February, 2020.

*Lena Tiller*  
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: GAI CONSULTANTS, INC

Authorized Signature: Kurt W. Kue Date: 2/14/2020

State of West Virginia

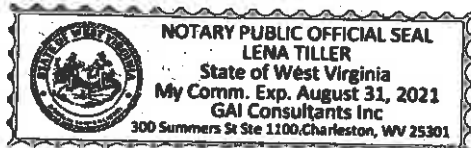
County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 14<sup>th</sup> day of February, 2020.

My Commission expires August 31, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC Lena Tiller





# APPENDIX

# C

# TERMS & CONDITIONS

## 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 \_\_\_\_\_ one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

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

**Other:** See attached.

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

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

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

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

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

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

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

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

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

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.



**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.

# Summary of Comments on Konica-ACA-20200121135155

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Page: 6

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Number: 1 Author: kirkmtn Subject: Sticky Note Date: 2/13/2020 2:12:23 PM  
Professional Liability insurance is only available on a "claims-made" basis

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Number: 2 Author: kirkmtn Subject: Cross-Out Date: 2/13/2020 1:55:23 PM

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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:

\_\_\_\_\_ 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**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>.



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Number: 1 Author: kirkmtn Subject: Highlight Date: 2/13/2020 2:11:24 PM

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Number: 2 Author: kirkmtn Subject: Sticky Note Date: 2/13/2020 2:02:36 PM

The professional services performed pursuant to this contract shall be performed with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed.

**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](mailto:purchasing.requisitions@wv.gov).

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

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

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

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

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

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

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

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

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

**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.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**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.