

CIVIL TECH ENGINEERING, INC.
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May 14, 2020

WVARNG, Joint Forces Headquarters
C/O Dept. of Administration, Purchasing Division
2019 Washington Street East
Charleston, West Virginia 25305-0130

05/14/20 09:19:49
WV Purchasing Division

Subject: **Expression of Interest – CEOI ADJ20*10**
A/E Services for Camp Dawson Pierce Lake Dam Repair Design
Civil Tech Proposal P20505

To Whom It May Concern:

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

As demonstrated by the enclosed “Expression of Interest”, we are confident no other West Virginia engineering firm can match our qualifications and experience with dam rehabilitation, design, and construction related services. Our qualifications and experience are summarized below:

Dam Rehabilitation Experience:

- **Successful completion of 62 dam rehabilitation and design projects throughout West Virginia. Refer to the State Map attached to this cover letter showing the locations of our projects. Many of these projects included investigation of seepage concerns involving; drilling and sampling, installation of piezometers, and development of remediation plans including underdrains, graded filters, and buttresses. In addition, design of reinforced concrete control structures, principal spillway riser design, and outlet structures was performed for many of these projects.**
- **Construction Contract Administration including preparation of bid documents, assistance during bidding, and construction inspection and certification provided on 46 Dam Modification Projects.**
- **We have Preston County experience. We are currently working on rehabilitation of three dams in Preston County; Fairfax Pond, Upper Decker 3, and Upper Decker 7.**
- **More than 100 years combined personnel experience with dam safety, design, and rehabilitation.**
- **2010 Recipient of the WVDEP Environmental Excellence Award – Safe Dams Category.**
- **2013 Berwind Dam Modification Project Designed by Civil Tech received the WVDEP Environmental Excellence Award – Safe Dams Category.**

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

Based on our experience with the 62 dams successfully rehabilitated/repared in West Virginia, we believe Civil Tech is uniquely qualified to provide engineering design and bid services for this project.

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

Very truly yours,

CIVIL TECH ENGINEERING, INC.



**Mark E. Pennington MS, PE
Principal Engineer**



EXPRESSION OF INTEREST – CEOI ADJ20*10
TO PROVIDE PROFESSIONAL ENGINEERING SERVICES
FOR
CAMP DAWSON PIERCE LAKE DAM REPAIR DESIGN

SUBMITTED TO:

WVARNG, JOINT FORCES HEADQUARTERS
CONSTRUCTION AND FACILITIES MANAGEMENT OFFICE
1707 COONSKIN DRIVE
CHARLESTON, WEST VIRGINIA 25311

SUBMITTED BY:

CIVIL TECH ENGINEERING, INC.
300A PRESTIGE DRIVE
HURRICANE, WEST VIRGINIA 25526
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DATE-TIME SUBMITTED:

MAY 14, 2020 -- 1:30 PM

PHOTO: PIERCE DAM 2016 MODIFICATIONS -- CACAPON STATE PARK

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<u>CEOI ADJ20*10</u>	

1. LOCATION: The Owner's location is WVARNG, Joint Forces Headquarters, Construction and Facilities Management Office, 1707 Coonskin Drive, Charleston, WV 25311. The enclosed EOI involves Pierce Lake Dam located at Camp Dawson in Kingwood, West Virginia.

2. BACKGROUND: Based on information provided in the EOI, we understand complete design and preparation of bid documents for repair of Pierce Lake Dam is required. These services are required to address and correct deficiencies at the dam involving seepage and the control structure. Services required to investigate the seepage concerns will likely involve topographic mapping of the dam, geotechnical drilling and sampling of the dam embankment, installation of piezometers to evaluate phreatic conditions in the embankment, and laboratory testing to obtain information regarding the permeability of the dam embankment material for use in seepage analysis. In addition, we understand a survey is required to locate all existing utilities at the project site. This information will be included on the design drawings. Also, assessment of the existing control structure will be needed. At the time this proposal was prepared, no information was available concerning the type of control structure present or problems with the same. We have experience evaluating and remediating defects and problems with all types of structures including Corrugated Metal, Plastic, and Reinforced Concrete. When necessary we have utilized divers and remote tractor mounted cameras to assist with the evaluation and design of corrective measures. The investigation and/or repair of the control structure will be dependent on the type of structure, accessibility, and defects and may include hydrologic/hydraulic analysis to ensure modifications/repairs do not adversely affect the hydraulic capacity of the dam.

3. QUALIFICATIONS AND EXPERIENCE

A. Design Team

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

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

This is the same design team responsible for all 62 of our past dam rehabilitation and construction contract administration projects. Our team knows how to put together a successful dam rehabilitation project and stay on schedule and within budget throughout the design process.

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

B. Description of Firms’ Dam Safety Experience

1. **General:** Sixty-Two (62) Dam Modification and Repair Projects ranging in cost from \$ 50,000 to \$ 1,700,000 have been completed by our firm and principals.

The locations of our dam projects in West Virginia are shown on the State map included in the Illustrations Section of this EOI. Civil Tech’s dam experience is also summarized on Table 1 – Dam Project Experience Matrix included in the Illustrations Section of this EOI.

We should stress, the majority of our dam rehabilitation projects included the remediation of seepage concerns, as well as design and construction of reinforced concrete control structures/walls, principal spillway riser design and/or remediation, and outlet pipe wingwall design and construction. Our firm most recently completed construction of modifications to Park and Reservoir Dams at Cacapon State Park. The project was managed by Mark Pennington with inspection services provided by Scott Barnes our resident technician. The project utilized about 2600 CY of RCC to armor the downstream slope and crest of Park Dam and the emergency spillway berm at Reservoir Dam. **Modifications also corrected stability and seepage concerns and improved access at both dams for fishermen while maintaining the aesthetic and original configuration and appearance at both dams. In addition, existing drain pipes were slip lined and a reinforced concrete end dam was designed and constructed below the emergency spillway to control velocity at the Park Dam.** The project was completed on time and within budget and has been accepted by the WVDEP Dam Safety Section. See below for pictures:

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PARK DAM MODIFICATION (RCC PLACEMENT AND REINFORCED CONCRETE END DAM), CACAPON STATE PARK



PARK DAM MODIFICATION (RCC PLACEMENT), CACAPON STATE PARK

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PARK DAM MODIFICATION COMPLETE, CACAPON STATE PARK



RESERVOIR DAM MODIFICATION, CACAPON STATE PARK (BEFORE)

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RESERVOIR DAM MODIFICATION, CACAPON STATE PARK (AFTER – NOTE BUTTRESS AT TOE TO CONTROL SEEPAGE AND IMPROVE STABILITY)



RESERVOIR DAM MODIFICATION, CACAPON STATE PARK (AFTER)

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

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



BERWIND DAM MODIFICATION (RCC), MCDOWELL COUNTY, WV

3. **Construction Contract Administration:** Our principal, Mark Pennington, has 40 years' experience with construction and contract administration for dam modification projects. Mr. Pennington has been responsible for the contract administration for nearly 60 dam modification projects.

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

5. **Access and Facility Improvements:** Our dam rehabilitation projects have resulted in facility improvements at State Park and Wildlife Management Areas including:
 - Access for Fishermen.
 - Boat Launching Ramps.
 - Access Roads.
 - Parking Facilities.
 - Walkways
 - Handicap Access.
 - Toilet facilities.

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

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

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

C. Construction Contract Administration: As discussed herein, our principal, Mark Pennington, has 40 years’ experience with bidding assistance, construction, and contract administration for dam modification projects.

D. Client and Reference List

West Virginia Division of Natural Resources
Parks and Recreation Section
Building 3, Room 719
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305-0662
Contact: Mr. Bradley S. Leslie PE
Phone: 304-558-2764

West Virginia Division of Natural Resources
Wildlife Resources Section
Capitol Complex
Building 3, Room 816
Charleston, West Virginia 25305
Contact: Mr. Zack Brown
Phone: 304-558-2771

Duke Energy
McGuire Nuclear Station
13225 Hagers Ferry Road
Mail Code: MG0273
Huntersville, NC 28078
Contact: Evan Katzke, PE
(980) 875-6022

City of Thomas
P.O. Box 248
Thomas, West Virginia 26292
Contact: Mayor Matt Quattro
Phone: 304-463-4360

New Winterplace LLC
c/o Bright Enterprises
P.O. Box 460
Summersville, West Virginia 26651
Contact: Terry Pfeiffer
Phone: 304-787-3221 ext 104

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Dominion Generation

Innsbrook Technical Center
5000 Dominion Boulevard
Glen Allen, Virginia 23060
Contact: Mr. Michael J. Winters, PE
Phone: 804-273-2376

City of Belington

Post Office Box 926
Belington, West Virginia 26250
Contact: Mr. Don Harris
Phone: 304-823-1611

Mt. Top PSD

Mt. Top PSD
P.O. Box 236
Mt. Storm, WV 26739
Contact: Ms. Diane Junkins
Phone: 304-693-7667

WV Department of Agriculture

Administration Services Division
1900 Kanawha Boulevard, East
State Capitol, Room E-28
Charleston, West Virginia 25305-0170
Contact: Mr. Alan Clemans, Assistant Director
Phone: 304-558-2221

Mr. Gary D. Young

4966 Rocky Step Road
Winfield, WV 25213
Phone: 304-545-0620

4 – PROJECT GOALS AND OBJECTIVES

4.1 Goal/Objective 1: Preparation of Construction Contract Drawings and Specifications – Earthen Dam Repair. As outlined herein, our firm has extensive experience preparing construction documents and specifications for dam rehabilitation projects. Construction documents will be prepared using surveying and mapping performed as part of the project and will be submitted in pdf format and hard copies as required. Our design will improve the safety and long-term functioning of the dam. The needs of the Owner concerning storm water management, National Guard training, and recreation will be prioritized and incorporated in the design.

4.1.a. Our approach to communicating with the Owner is summarized below:

- **Initial Meeting/Discussion:** The project will be discussed with the Owner prior to beginning work in order to develop an understanding of the history of the project and owner concerns.
- **File Review:** A complete review of records maintained by the Owner will be conducted by our engineer.
- **Ongoing Review and Consultation:** Results of investigation and engineering analysis will be submitted to the Owner in pdf format by email as they are developed in order to ensure all Owner concerns are addressed as the project progresses.
- **Reports:** Progress reports will be prepared monthly and submitted by email correspondence to keep the owner informed of any issues which have arisen and the progress achieved during the month.
- **Regular Meetings with the Owner:** Regular meetings will be conducted throughout the design process to discuss findings and obtain direction. In addition, our engineers are always available by phone or email to discuss any aspect of the project or concerns the Owner may have as the project progresses. Prompt reply to questions is a priority of our engineers to ensure the owner's concerns and requirements are incorporated in the design process.

We should stress, Civil Tech has a history of completing dam safety and rehabilitation projects on time and within budget. All of our projects have been completed at or below the contract fee

4.1.b. In general, we anticipate the design of modifications to remediate seepage at the dam will include:

1. Topographic mapping of the dam and seepage areas.
2. Subsurface investigation including test borings, piezometer installation, and laboratory testing to obtain information required to evaluate the seepage concerns at the dam and determine appropriate remedial measures. Remedial measures may include installation of an underdrain, graded filter, and/or buttress to control seepage and remediate associated stability concerns if applicable.
3. Preparation of Design Drawings and Specifications including:
 - Title Sheet
 - Existing Site Conditions
 - Site Plan
 - Baseline Layout
 - Profiles and Sections
 - Erosion and Sediment Control
 - Details
4. Preparation of Engineer's Cost Estimate and Quantity Sheet for Bidding and other required services including preparation of a project manual and attendance at the pre-bid meeting if required.

4.1.c. Our policy is to perform all engineering services under the direct supervision of a registered professional engineer who is a principal of the firm. All engineering work on this project will be performed with in-house personnel and equipment. This approach will allow us to closely control schedule, cost, and quality. This philosophy has served us well since the company was founded over 24 years ago and has allowed us to successfully complete more than 2000 projects involving surveying and mapping, civil site design, environmental permitting, geotechnical, structural damage assessment, construction monitoring and testing, and construction contract administration.

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

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

All work will be performed in-house with the exception of drilling and soils laboratory testing services. We will use Triad Engineering of St. Albans, West Virginia for drilling and laboratory testing services. Should underwater video or investigation be required, we will utilize Underwater Services of Poca, West Virginia. The total cost of subcontracts should range between 5 and 10% of the engineering budget. No other subcontracts are anticipated.

4.2 Goal/Objective 2: Design a new control structure for Pierce Lake, if deemed necessary. We have experience with the design and construction of all types of control structures as noted below:

Principal Spillway

- Drop Inlet
- Double Chamber Riser
- Bottom Intake (trickle tube)
- Pipe with Inlet and Outlet Protection (armoring)

Emergency Spillway

- Grass Lined Channels with Concrete Cut Off Wall
- Grouted Rip Rap Armoring
- Reinforced Concrete Channel

We also have substantial experience with the design and construction of innovative techniques including Roller Compacted Concrete, Articulated Block Mats, and Fabric Formed Concrete as protection to prevent failure during overtopping flow.

4.3 Goal/Objective 3: Perform research and investigation to locate all existing underground and above ground utilities at the project site and provide mapping.

Topographic mapping at the dam will be performed as part of the project and is required to prepare design drawings for the remediation of the seepage concerns at the dam and construction of a new control structure if necessary. The mapping will include research and associated location of all utilities at the site. These structures will be shown on the design drawings. If relocation of utilities should be necessary to remediate the dam, the design and relocation of the same will be shown on the Site Plan and associated sections for use in construction. Specifications will detail all utility relocation if required.

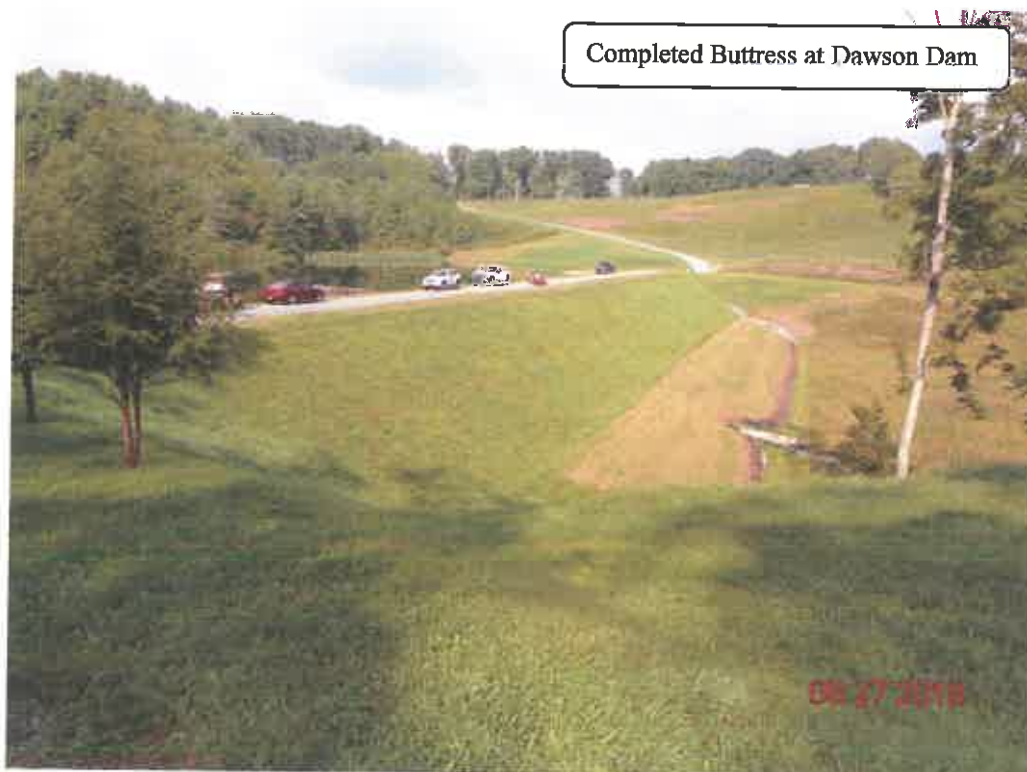
4.4 Goal/Objective 4: Provide all geotechnical work to include any necessary borings and provide borings logs and a boring location plan. Based on a site visit and dam inspection to be performed as part of the project, a drilling plan will be developed by our engineers to obtain subsurface information to most effectively evaluate seepage at the dam and design remedial measures. This will likely include test borings drilled within the crest of the dam and at the toe of the dam in the vicinity of the seepage area(s) to investigate the dam embankment materials. Piezometers will also be installed to allow monitoring of seepage conditions at the dam and evaluate the phreatic level in the dam for seepage analysis. The results of the test borings will be presented on typed boring logs, and laboratory testing including Atterberg Limits and Sieve Analysis with Hydrometer will likely be necessary to facilitate seepage analysis and design of remedial measures. Photographs of Dawson Dam, Greenbrier County West Virginia follow this section illustrating installation of a graded filter and buttress to control seepage and improve dam stability:



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4.5 Goal/Objective 6: Drawings and Specifications will be submitted at 35%, 65%, 95%, and 100%. As required, the 35% through 95% progress drawings will be submitted in PDF format and the 100% Construction Documents will be submitted both digitally and hard copy paper format. Associated cost estimates will be revised and submitted with each drawing submittal. As discussed herein, our firm has extensive experience preparing engineer's cost estimates and associated construction documents for dam rehabilitation projects.

4.6 Goal/Objective 6: Provide Construction Bid Services to the Owner. As outlined in the "Experience and Qualifications" section of the EOI, this goal will be met by utilizing our highly qualified and experienced staff to prepare the construction documents and administer the construction contract. We should stress, all past construction contract administration performed for the WVDNR as outlined herein has been performed in accordance with West Virginia Purchasing Division requirements and procedures. Our firm can also provide the following services if required:

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

TABLE 1 - DAM PROJECT EXPERIENCE MATRIX

BY: CIVIL TECH ENGINEERING INC.

May 12, 2020

DAM	OWNER	APPLICATION TO MODIFY	MAINTENANCE & REPAIR PLAN	PROFESSIONAL SERVICES					COA REQUIRED	COA OBTAINED
				INSPECTION	HAZARD RATING	ENGINEERING	PERMITTING	CONTRACT ADMIN.		
1. Jimmy Lewis	WVDNR	X		X		X	X	X	X	X
2. Plum Orchard	WVDNR	X		X		X	X	X	X	X
3. Boley	WVDNR	X		X		X	X	X	X	X
4. Anawalt	WVDNR	X		X		X	X	X	X	X
5. Warden	WVDNR	X	X	X		X	X	X	X	X
6. Burches Run #1	WVDNR	X		X		X				
7. Castleman's Run	WVDNR	X		X		X	X	X	X	X
8. No. 1 Impoundment	Union Carbide	X	X	X		X	X	X	X	X
9. No. 2 Impoundment	Union Carbide	X		X		X	X	X	X	X
10. No. 3 Impoundment	Union Carbide	X				X	X	NOT CONST	X	X
11. Mill Creek Dam	Columbia Gas	X		X		X	X	X	X	X
12. Rollins 1 and 2	WVDNR		X	X		X	X	X	X	X
13. Seneca	WVDNR	X		X	X	X	X	X	X	X
14. Teter Creek	WVDNR	X		X	X	X	X	X	X	X
15. Wells Lock & Dam	WVDNR		X	X		X	X	X	X	X
16. Handley	WVDNR		X	X		X	X	X	NO	
17. Anawalt	WVDNR		X	X		X	X	X	X	X
18. Old Pond 11	WVDNR	X		X		X	X	X	X	X
19. Edwards Run	WVDNR		X	X		X			NO	
20. Culloden PSD	WVDNR	X		X	X	X	X	X	X	X
21. Burches Run #2	WVDNR	X		X	X	X	X	X	X	X
22. Belington WS	CITY OF BELINGTON	X		X	X	X	X	X	X	X
23. Cedar Lakes 1 and 2	DEPT. OF ED.		X	X	X	X		TBD	X	X
24. Joyce Lake	Private Owner	X		X		X	X	X	X	X
25. Tailings Pond Dam	FMC	X		X		X	X	X	X	X
26. Thomas Concrete	CITY OF THOMAS	X		X	X	X	X	X	X	X
27. Fly Ash Pond	FMC	X	X	X	X	X	X	X	X	X
28. Dickenson	FMC CLUB	X		X	X	X	X	UNDER CONST.	X	X
29. Brood Pond	FMC CLUB	X		X	X	X	X	UNDER CONST.	X	X
30. Winterplace #1	Private Owner	X	X	X	X	X	X	NOT CONST	X	X
31. Wilson	Private Owner	X	X	X	X	X	X	X	X	X
32. Moncove	WVDNR	X		X		X	X	X	X	X
33. Winterplace #2	Private Owner	X		X	X	X	X	X	X	X
34. Mason	WVDNR	X		X		X	X	X	X	X
35. Dixon	WVDNR	X		X		X	X	X	X	X

TABLE 1 - DAM PROJECT EXPERIENCE MATRIX

BY: CIVIL TECH ENGINEERING INC.

May 12, 2020

DAM	OWNER	APPLICATION TO MODIFY	MAINTENANCE & REPAIR PLAN	PROFESSIONAL SERVICES					COA REQUIRED	COA OBTAINED
				INSPECTION	HAZARD RATING	ENGINEERING	PERMITTING	CONTRACT ADMIN.		
36. Deegan	City of Bridgeport	X		X		X	X	X	X	X
37. Hinkle	City of Bridgeport	X		X		X	X	X	X	X
38. Stoney River	Private Owner	X		X	X	X	X	X	X	X
39. Mill Run	Mt. Top PSD	X		X	X	X	X	X	X	X
40. Mt. Storm Flip Buck.	Dominion		X	X		X	X	X	X	X
41. Stoney R. Weir	Dominion					X	X	X	NO	
42. Don White Dam	Private Owner	X		X	X	X	X	X	X	X
43. Berwind	WVDNR	X		X		X	X	X	X	X
44. Longbranch	WVDNR	X		X	X	X	X	X	X	X
45. Mt. Storm Gates	Dominion	X		X		X	X	X	X	X
46. Jimmy Lewis Pipe	WVDNR	X		X		X	X	X	X	X
47. Cacapon Reservoir	WVDNR	X		X	X	X	X	X	X	X
48. Cacapon Park	WVDNR	X		X	X	X	X	X	X	X
49. Conaway Run	WVDNR	X		X	X	X	X	X	X	X
50. Horse Creek	WVDNR			X	X	X		TBD	X	TBD
51. Hazel Run Dam	Private Owner	X	X	X	X	X	X	X	X	IN PROCESS
52. Palestine Reservoir	WVDNR	NA	X	X		X				
53. Winfield WS Dam	Private Owner	X	X	X	X	X	X	X	X	IN PROCESS
54. Rollins No. 1 and 2	WVDNR	X	X	X	X	X	X	X	X	X
55. Fairfax Pond Dam	WVDNR	X	X	X	X	X	X	X	X	X
56. Upper Decker 3	WVDNR	X	X	X	X	X	X	X	X	IN PROCESS
57. Upper Decker 7	WVDNR	X	X	X	X	X	X	X	X	IN PROCESS
58. Turkey Run	WVDNR	X	X	X	X	X	X	X	X	IN PROCESS
59. Hastings Upper Dam	Dominion	X	X	X	X	X	X	X	X	IN PROCESS
60. Hastings Lower Dam	Dominion	X	X	X	X	X	X	X	X	IN PROCESS
61. Cedar Lakes No. 1	WVAGR	X	X	X	X	X	X	X	X	X
62. Cedar Lakes No. 2	WVAGR	X	X	X	X	X	X	X	X	X

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

EDUCATION:

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

PROFESSIONAL REGISTRATION:

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

EMPLOYMENT HISTORY:

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

PERTINENT EXPERIENCE:

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

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

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

RESUME OF MARK E. PENNINGTON CONTINUED

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

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

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

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

RESUME OF MARK E. PENNINGTON CONTINUED

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

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

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

RESUME OF MARK E. PENNINGTON CONTINUED

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

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

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

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

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

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

RESUME OF JENNIFER E. PENNINGTON
PRINCIPAL ENGINEER

11.20.17

EDUCATION

BSCE - Civil Engineering - 1988 - University of Kentucky

CERTIFICATION/REGISTRATION

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

EMPLOYMENT HISTORY

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

PERTINENT EXPERIENCE

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

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

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

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



H. Thomas Brown

Objective

Engineering Management

Work experience

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

Director of Community and Public Works

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

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

Senior Estimator (2001-2004)

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

Grafton Office Manager (1998-2001)

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

Senior/Chief Estimator (1991-1998)

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

1987-1991 Advanced Surveys, Inc Prince Fredrick, MD

Project Engineer

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

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

Estimator

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

1986-1986 The Driggs Corporation. Capitol Heights, MD

Estimator

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

1985-1986 Marvaco, Inc.. Capitol Heights, MD

Senior/Chief Estimator

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

1984-1985 CMX Industrial Ceramics.. Bridgeport, WV

Manager

- Manage: Coal preparation plant rebuild shop

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

Estimator

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

1981-1983 Soil Conservation Service Morgantown, WV

Technician

- Economic and hydraulic study preparation

1972-1981

Various

- Construction, Retail and Church Service

Education

December 1982

West Virginia University

Morgantown, WV

Civil Engineering

- BSCE

Accreditations

West Virginia Professional Engineer License

West Virginia Professional Surveyor License

Professional memberships

American Society of Civil Engineers

North Central West Virginia Highway Engineers

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

EDUCATION:

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

CERTIFICATIONS:

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

EMPLOYMENT HISTORY:

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

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

Division Reorganization

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

Division Reorganization

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

Division Reorganization

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

RESUME OF ROBERT KESSLER CONTINUED

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

PERTINENT EXPERIENCE

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

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

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

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

EDUCATION:

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

EMPLOYMENT HISTORY

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

RESUME OF CHARLES D. ARTHUR, Jr. Continued

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

PERTINENT EXPERIENCE:

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

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

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

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

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

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

EDUCATION:

Great Bridge High School

Great Bridge, Virginia 1973

North Carolina Commercial Contractor's License.

North Carolina Real Estate License.

North Carolina Department of Transportation Concrete Technician.

EMPLOYMENT HISTORY

Resident Technician

Civil Tech Engineering Inc.

September 2016 – Present

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

Superintendent

Housecraft, LLC, College Park, Maryland.

June 2014 – May 2015

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

Superintendent

F.D. Neal Construction, Woodstock, Virginia

June 2012 – May 2013

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

Superintendent

Southland Concrete, Dulles, Virginia

June 2004 – March 2012

Concrete construction subcontractor, superintendent on the following:

Tyson's II, ten floor, steel frame office building.

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

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

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

DEA Data Center, tilt-ups. Hitt Contracting.

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

Northwoods, six tilt-ups, office/warehouses.

RESUME OF SCOTT T. BARNES CONTINUED

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

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

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

Vida Fitness, concrete frame three story. Forrester.

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

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

Superintendent

Federal Concrete, Centerville, Virginia

August 2003 - June 2004

Residential stamped concrete.

Superintendent

Southland Concrete, Dulles, Virginia

October 2002 - August 2003

Five tilt-ups.

Superintendent

Cleveland Cement, Richmond, Virginia

May 2001 - September 2002

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

Superintendent

Southland Concrete, Dulles, Virginia.

January 2000 - May 2001

Steel frame and tilt-ups.

Self Employed Concrete Subcontractor

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

1992 - January 2000

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

Manager, Concrete Division

Outer Banks Contractors, Kitty Hawk, North Carolina.

1983 - 1992

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

RESUME OF SCOTT T. BARNES CONTINUED

Superintendent

Housecraft, LLC, College Park, Maryland.

June 2014 – May 2015

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

Superintendent

Southland Concrete, Dulles, Virginia

June 2004 – March 2012

Concrete construction subcontractor, superintendent on the following:

Tysons II, ten floor, steel frame office building.

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

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

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

DEA Data Center, tilt-ups. Hitt Contracting.

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

Northwoods, six tilt-ups, office/warehouses.

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

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

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

Vida Fitness, concrete frame three story. Forrester.

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

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

Superintendent

Federal Concrete, Centerville, Virginia

August 2003 - June 2004

Residential stamped concrete.

Superintendent

Southland Concrete, Dulles, Virginia

October 2002 – August 2003

Five tilt-ups.

Superintendent

Cleveland Cement, Richmond, Virginia

May 2001 – September 2002

RESUME OF SCOTT T. BARNES CONTINUED

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

Superintendent

Southland Concrete, Dulles, Virginia:

January 2000 - May 2001

Steel frame and tilt-ups.

Self Employed Concrete Subcontractor

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

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Manager, Concrete Division

Outer Banks Contractors, Kitty Hawk, North Carolina.

1983 - 1992

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

CIVIL TECH ENGINEERING INC. *“Attention to Detail”*



THOMAS DAM MODIFICATION, THOMAS, WV



TETER CREEK DAM MODIFICATION, BARBOUR CO., WV



BELINGTON DAM MODIFICATION, BELINGTON, WV



WILSON DAM MODIFICATION, HAMPSHIRE CO., WV

CIVIL TECH ENGINEERING INC. "Attention to Detail"



OLD ANAWALT DAM FLOOD DAMAGE REPAIR, MCDOWELL CO., WV



BAILEY DAM MODIFICATION, MONONGALIA CO., WV

CIVIL TECH ENGINEERING INC. "Attention to Detail"



LEMLEY DAM MODIFICATION, MONONGALIA CO., WV



MONCOVE DAM MODIFICATION, MONROE CO., WV

CIVIL TECH ENGINEERING INC. "Attention to Detail"



SENECA DAM MODIFICATION, POCAHONTAS CO., WV



PLUM ORCHARD DAM MODIFICATION, FAYETTE CO., WV

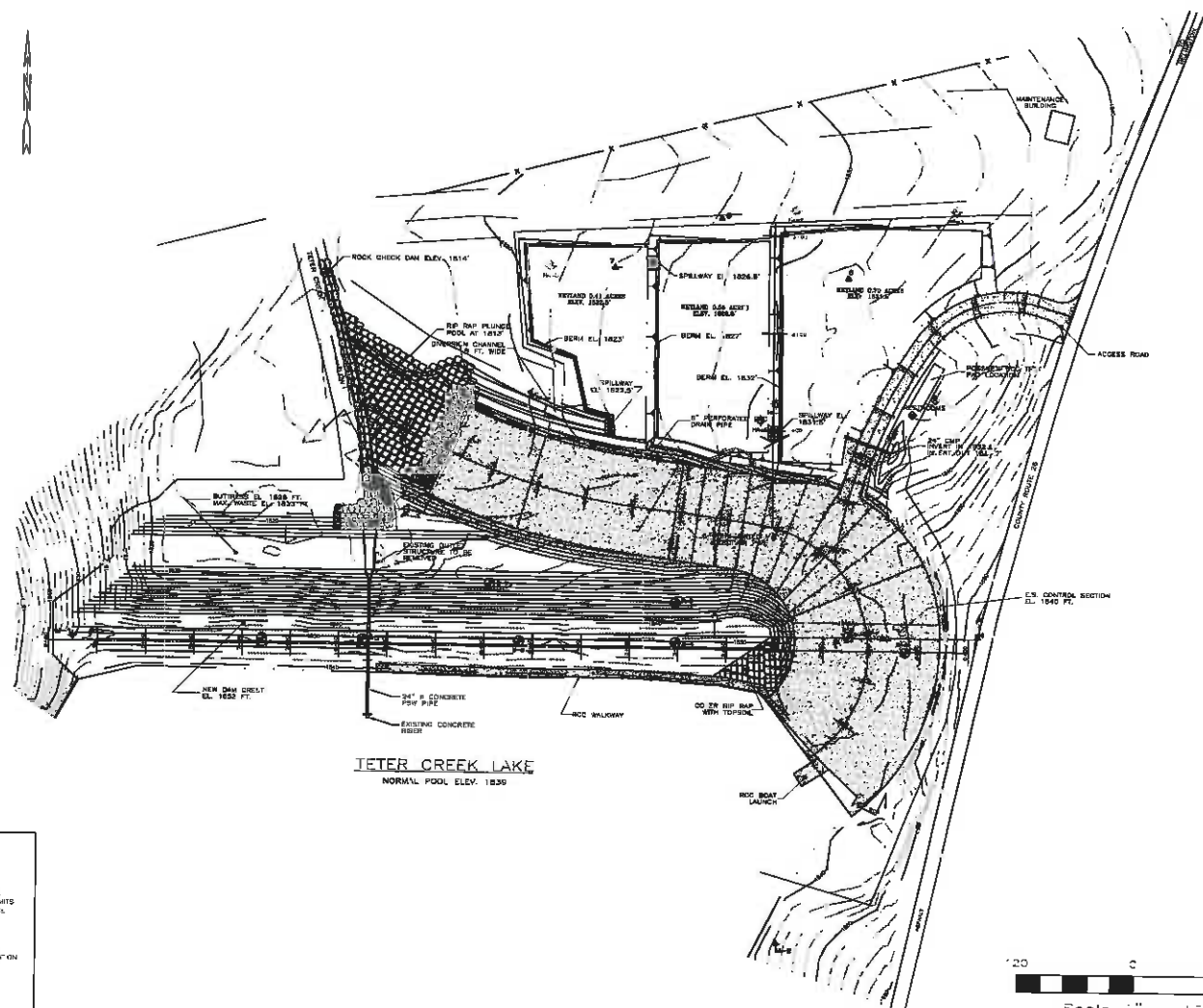
CIVIL TECH ENGINEERING INC. "Attention to Detail"



JIMMY LEWIS DAM MODIFICATION, MERCER CO., WV

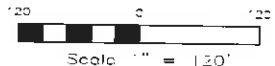


WARDEN LAKE DAM MODIFICATION, HARDY CO., WV



LEGEND

- WATER SURFACE
- - - FENCE
- 6" S. CONCRETE FIRE PIPE
- 24" S. CONCRETE FIRE PIPE
- EXISTING CONCRETE PILES
- NEW DAM CREST
- 60' OR REP DAM WITH TOPSIDE
- ROCK BOAT LAUNCH
- 1/4" CONTROL SECTION
- ACCESS ROAD
- MAINTENANCE BUILDING



REVISIONS		
DATE	BY	DESCRIPTION
4-10-79	WJM	ADDED PILING POOL AND BEGINNING OF
4-10-79	WJM	REPAIR PILING AND CHANGES 17' WIDE
4-10-79	WJM	ADDED 1/4" CONTROL SECTION AND

SURVEY DATA			
CONTROL POINT	EASTING	NORTHING	ELEVATION
1	1071.29	1816.00	1806.80
2	1071.29	1816.00	1806.80
3	1071.29	1816.00	1806.80
4	1071.29	1816.00	1806.80
5	1071.29	1816.00	1806.80
6	1071.29	1816.00	1806.80
7	1071.29	1816.00	1806.80
8	1071.29	1816.00	1806.80
9	1071.29	1816.00	1806.80
10	1071.29	1816.00	1806.80

NOTE: DIMENSIONS ARE IN FEET

- NOTES: 1) REFER TO DWG NO. 88114-4 FOR DETAILS
- 2) SEE DWG NO. 88114-7 FOR SECTIONS A AND B
- 3) FOR SPECIFICATIONS SEE IN ON D.P. NO. 88114-3
- 4) SEE DRAWING NO. 88114-20 FOR SECTION 2-1

CIVIL TECH ENGINEERING, INC.
ST. ALBANS, WEST VIRGINIA

SITE PLAN
PROPOSED MODIFICATIONS

TETER CREEK LAKE DAM
BARBOUR COUNTY, WEST VIRGINIA

DRAWING NO. 88114-2 SCALE 1" = 120'

DATE: APRIL 8, 1980 DESIGN BY: JOHN HORN
CHECKED BY: MED

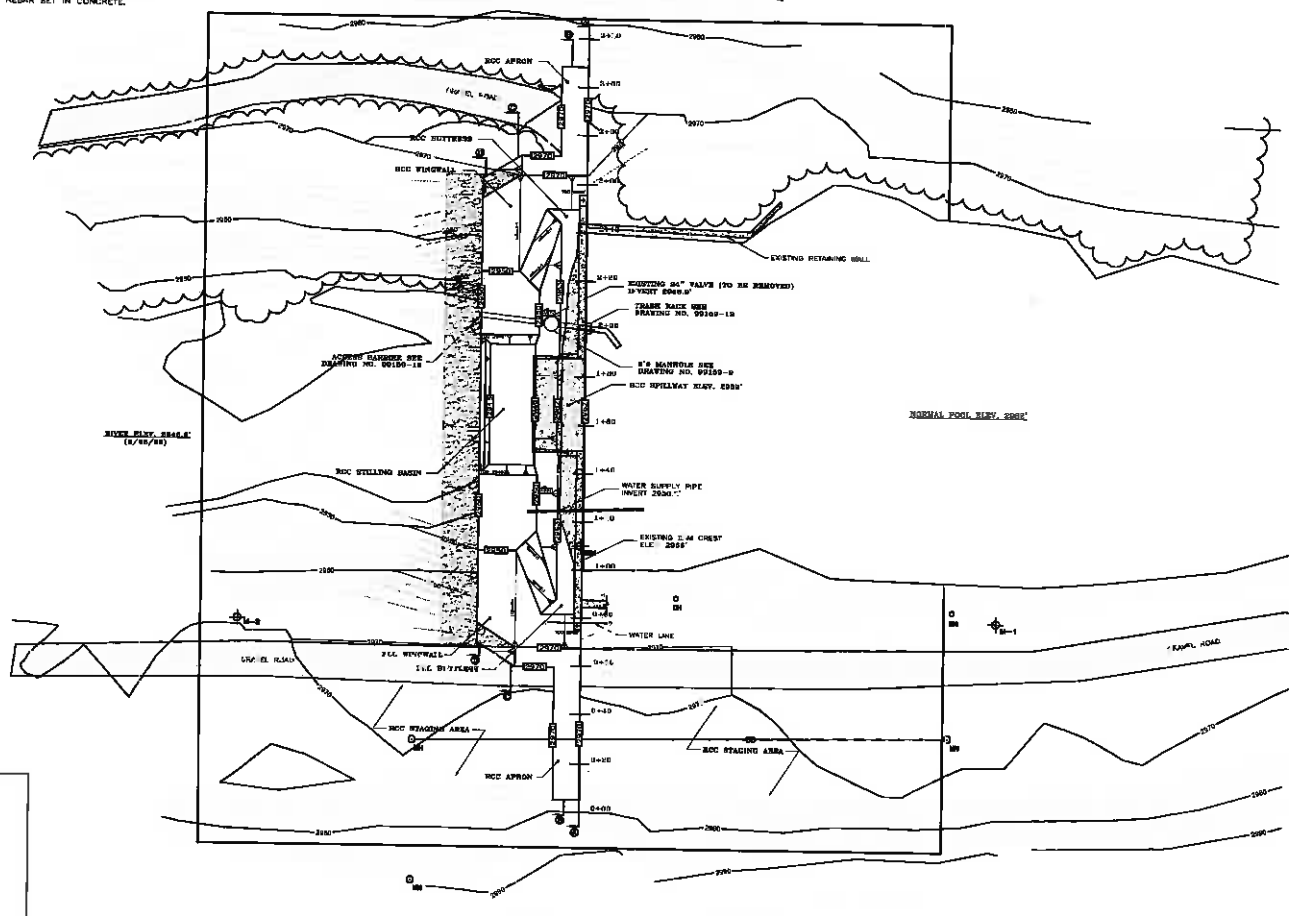
FIGURE 7

SURVEY DATA			
MONUMENTS	NORTHING	EASTING	ELEVATION
BM	10039.680	10000.631	2868.000
M-1	10039.886	10173.078	2868.082
M-2	10077.946	8858.082	2868.721

NOTE: BENCH MARK IS A "X" IN THE PARAPET BESIDE CRACK.
MONUMENTS ARE 3/8" REBAR SET IN CONCRETE.

REVISIONS		
DATE	BY	DESCRIPTION

- CONSTRUCTION SEQUENCE**
- 1) Mobilize equipment, materials, and labor force to the site.
 - 2) Install bridges and rediment control measures. See Drawing Number 89150-6 for details.
 - 3) Dig line existing drain pipe with new HDPE pipe.
 - 4) Install the new drain valve and manhole box.
 - 5) Proceed temporary piping from the new valve to the rediment pump.
 - 6) Lower the lake level as required but no more than 10 feet.
 - 7) Temporarily seal the upstream face of the dam in the area of the existing lake by impiling.
 - 8) Excavate the base of the buttress, stilling basin, wings, and spillway.
 - 9) Place rock fill.
 - 10) Build and compact aggregate for the RCC.
 - 11) Demolish the downstream cut off wall.
 - 12) Perform demolition as required to remove necessary parts of the dam and install the crest seal.
 - 13) Install the crest seal.
 - 14) Construct the RCC test pad.
 - 15) Lift, transport, place and compact the RCC in the stilling basin, wings, buttress, and the abutment apron and cut off wall.
 - 16) Complete the valve and manhole.
 - 17) Finish grade around the new dam structure.
 - 18) Resurface the roadway.
 - 19) Revegetate the site.
 - 20) Demobilize.



—LEGEND—

- WATER SURFACE
- EXISTING CONTOUR
- RCC SURFACE
- FINISH CONTOUR
- - - CONSTRUCTION LIMITS
- RCC DAM
- M-1 SURVEY MONUMENT
- EXISTING DAM
- DRY HYDRANT
- SEWER MANHOLE
- TRACE LINE



NOTE 1) TOPOGRAPHIC MAPPING BASED ON FIELD SURVEY PERFORMED BY CIVIL TECH ENGINEERING INC ON 8-28-99, 8-27-99, 8-23, AND 8-24-99.

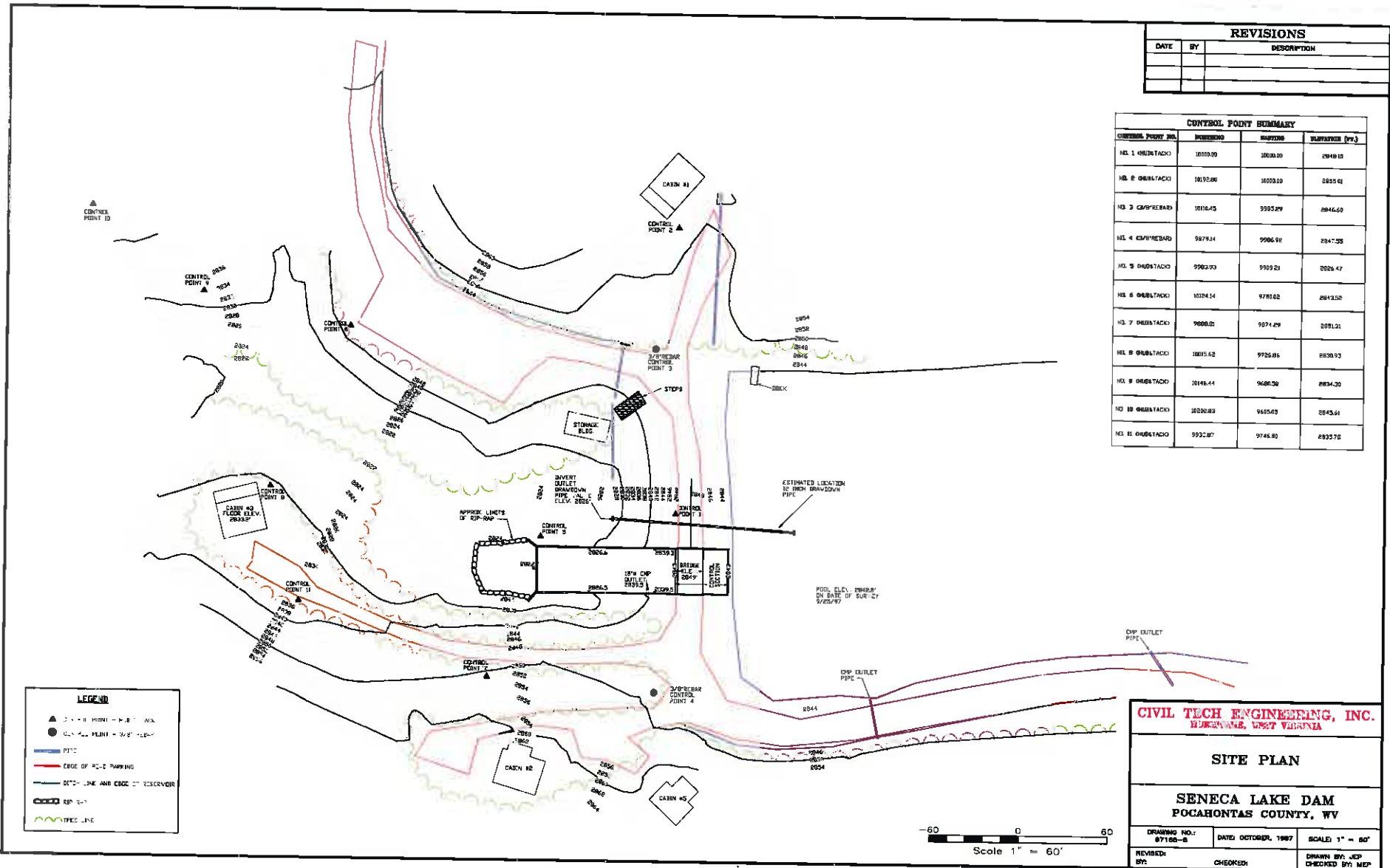
CIVIL TECH ENGINEERING, INC.
HURRICAN, WEST VIRGINIA

**SITE PLAN
PROPOSED MODIFICATIONS**

**THOMAS DAM MODIFICATIONS
THOMAS, WV**

DRAWING NO: 89150-8	DATE: JANUARY, 2000	SCALE: 1" = 50'
DESIGNED BY:	CHECKED BY:	DRAWN BY: CNA
BY:	CHECKED BY:	CHECKED BY: MEP

FIGURE 6



REVISIONS		
DATE	BY	DESCRIPTION

CONTROL POINT SUMMARY			
CONTROL POINT NO.	POSITION	HAPPING	ELEVATION (FT.)
NO. 1 (DUBSTACK)	10100.00	10100.00	2849.10
NO. 2 (DUBSTACK)	10192.00	10192.00	2855.61
NO. 3 (CAMPKERBAR)	10116.45	9995.29	2844.60
NO. 4 (CAMPKERBAR)	9879.14	9996.92	2847.38
NO. 5 (DUBSTACK)	9963.90	9939.21	2826.47
NO. 6 (DUBSTACK)	10194.14	9787.02	2813.58
NO. 7 (DUBSTACK)	9688.01	9874.29	2891.21
NO. 8 (DUBSTACK)	10045.62	9725.86	2838.93
NO. 9 (DUBSTACK)	10148.44	9681.58	2834.20
NO. 10 (DUBSTACK)	10202.83	9415.63	2845.61
NO. 11 (DUBSTACK)	9932.87	9746.80	2835.76

CIVIL TECH ENGINEERING, INC.
 HUBERSVILLE, WEST VIRGINIA

SITE PLAN

SENECA LAKE DAM
 POCAHONTAS COUNTY, WV

DRAWING NO.: 87100-B	DATE: OCTOBER, 1987	SCALE: 1" = 60'
REVISIONS: BY:	CHECKED:	DRAWN BY: JEP CHECKED BY: JEP

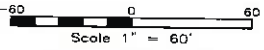


FIGURE 8

CIVIL TECH ENGINEERING INC. "Attention to Detail"



FIRST CHURCH OF GOD – CHARLESTON, WV
PROJECT COST UNKNOWN – COMPLETE 2001

- TOPOGRAPHIC MAPPING
- SUBSURFACE INVESTIGATION
- STORM WATER CONTROLS
- PERMITTING
- UTILITY LOCATION & DESIGN
- WASTE WATER TREATMENT – RECIRCULATING SAND FILTER
- PAVEMENT AND WALKS
- PLANS AND SPECIFICATIONS



Erosion Repair – Rip Rap Armored Ditch



New Storm Drains and Catch Basins

STORM WATER IMPROVEMENTS – THOMAS, WV
PROJECT COST \$ 750,000 – COMPLETE 2007

- TOPOGRAPHIC MAPPING
- STORM WATER CONTROLS & EROSION REPAIR
- PERMITTING
- PLANS AND SPECIFICATIONS
- BIDDING
- CONSTRUCTION CONTRACT ADMINISTRATION

CIVIL TECH ENGINEERING INC. "Attention to Detail"



HOLIDAY INN EXPRESS – MINERAL WELLS, WV
PROJECT COST UNKNOWN – COMPLETE 2007

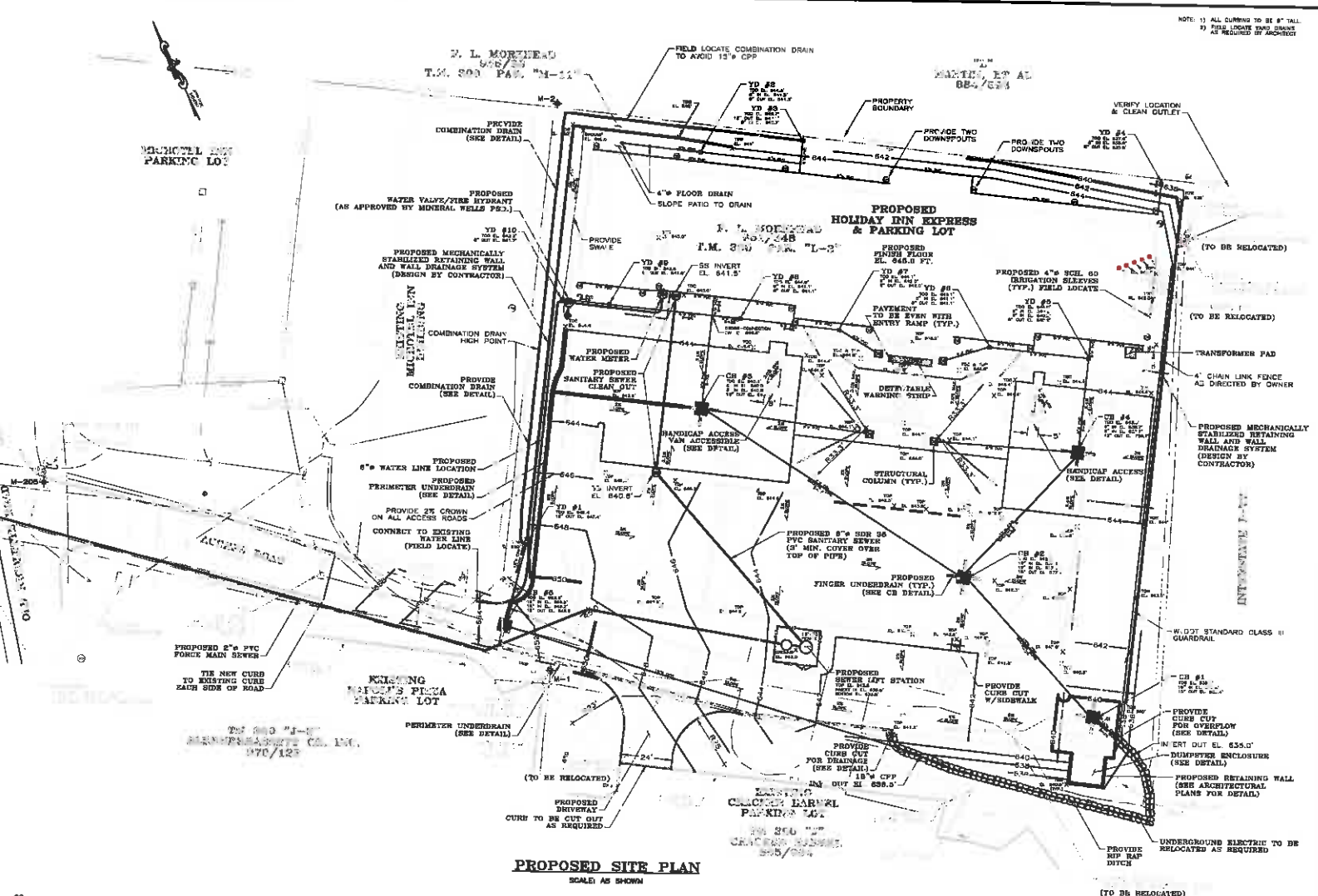
- TOPOGRAPHIC MAPPING
- STORM WATER CONTROLS
- PERMITTING
- UTILITY LOCATION & DESIGN
- WASTE WATER LIFT GRINDER STATION DESIGN
- PAVEMENT AND WALKS
- PLANS AND SPECIFICATIONS



MT. VERNON BAPTIST PARKING LOT EXPANSION – HURRICANE, WV
PROJECT COST \$ 50,000 – COMPLETE 2007

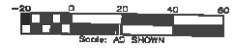
- TOPOGRAPHIC MAPPING
- STORM WATER CONTROLS
- PERMITTING
- PAVEMENT AND WALKS
- PLANS AND SPECIFICATIONS

- LEGEND—**
- ☐ TELEPHONE BOX
 - ☐ PROPERTY CORNER
 - ☐ ELECTRIC METER
 - ☐ SEWER MANHOLE
 - ☐ SEWER CLEAN OUT
 - ☐ FIRE HYDRANT
 - ☐ WATER METER
 - ☐ WATER VALVE
 - ☐ WATER LINE MARKER
 - ☐ GAS METER
 - ☐ GAS VALVE
 - ☐ GAS LINE MARKER
 - ☐ LIGHT POLE
 - ☐ BATCH BASIN
 - ☐ PROPOSED DITCH BASIN (CIP #1)
 - ☐ PROPOSED YARD DRAIN (CIP #1)
 - ☐ STRUCTURE
 - ☐ EXISTING UTILITY POLE
 - ☐ EXISTING STORM DRAIN
 - ☐ PROPOSED STORM DRAIN
 - ☐ PROPOSED IRRIGATION SLEEVES
 - ☐ EXISTING CONDUIT
 - ☐ PROPOSED CONDUIT
 - ☐ PROPOSED RETAINING WALL
 - ☐ PROPOSED CHAIN LINK FENCE
 - ☐ PROPOSED COMBINATION DRAIN
 - ☐ EXISTING WATER LINE
 - ☐ PROPOSED WATER LINE
 - ☐ EXISTING GAS LINE
 - ☐ EXISTING SANITARY SEWER LINE
 - ☐ PROPOSED SANITARY SEWER LINE
 - ☐ FORCE MAIN SANITARY SEWER
 - ☐ PROPOSED FORCE MAIN SANITARY SEWER
 - ☐ UNDERGROUND SLEEVING
 - ☐ UNDERGROUND TELEPHONE
 - ☐ CABLE TELEVISION
 - ☐ UNDERGROUND ELECTRIC CONDUIT
 - ☐ PROPOSED CHAIN LINK FENCE
 - ☐ PROPOSED BRICK GUARDRAIL
 - ☐ CONTROL POINT
 - ☐ SERVICE MOUNTING
 - ☐ PROPOSED TOP OF WALL ELEVATION
 - ☐ PROPOSED TOP OF PAVEMENT
 - ☐ PROPOSED TOP OF CONCRETE
 - ☐ PROPOSED SLOPE
 - ☐ PROPOSED RIP RAP
 - ☐ PROPOSED DRIVEWAY
 - ☐ PROPOSED PERIMETER UNDERDRAIN
 - ☐ PROPOSED FINISH UNDERDRAIN



NOTE: 1) ALL CURBING TO BE 8" TALL
 2) RISE LOCATE DRAIN MARKS AS REQUIRED BY ARCHITECT

PROPOSED SITE PLAN
 SCALE AS SHOWN



NOTE: 1) THIS WORK WAS PROVIDED BY CIVIL TECH ENGINEERING, INC. ON 7-23-08.
 2) ALL 2\"/>

REVISIONS	
NO.	DATE

SCALE AS SHOWN
 DRAWN BY: CCA
 CHECKED BY: JED
 DESIGNED BY: JED

CIVIL TECH ENGINEERING, INC.
 FREDERICKSBURG, VIRGINIA

PROPOSED SITE PLAN
HOLIDAY INN EXPRESS
 MICROMOTEL INN

DATE: 8/16/08
 DRAWING NO: 06138-3

FIGURE 3

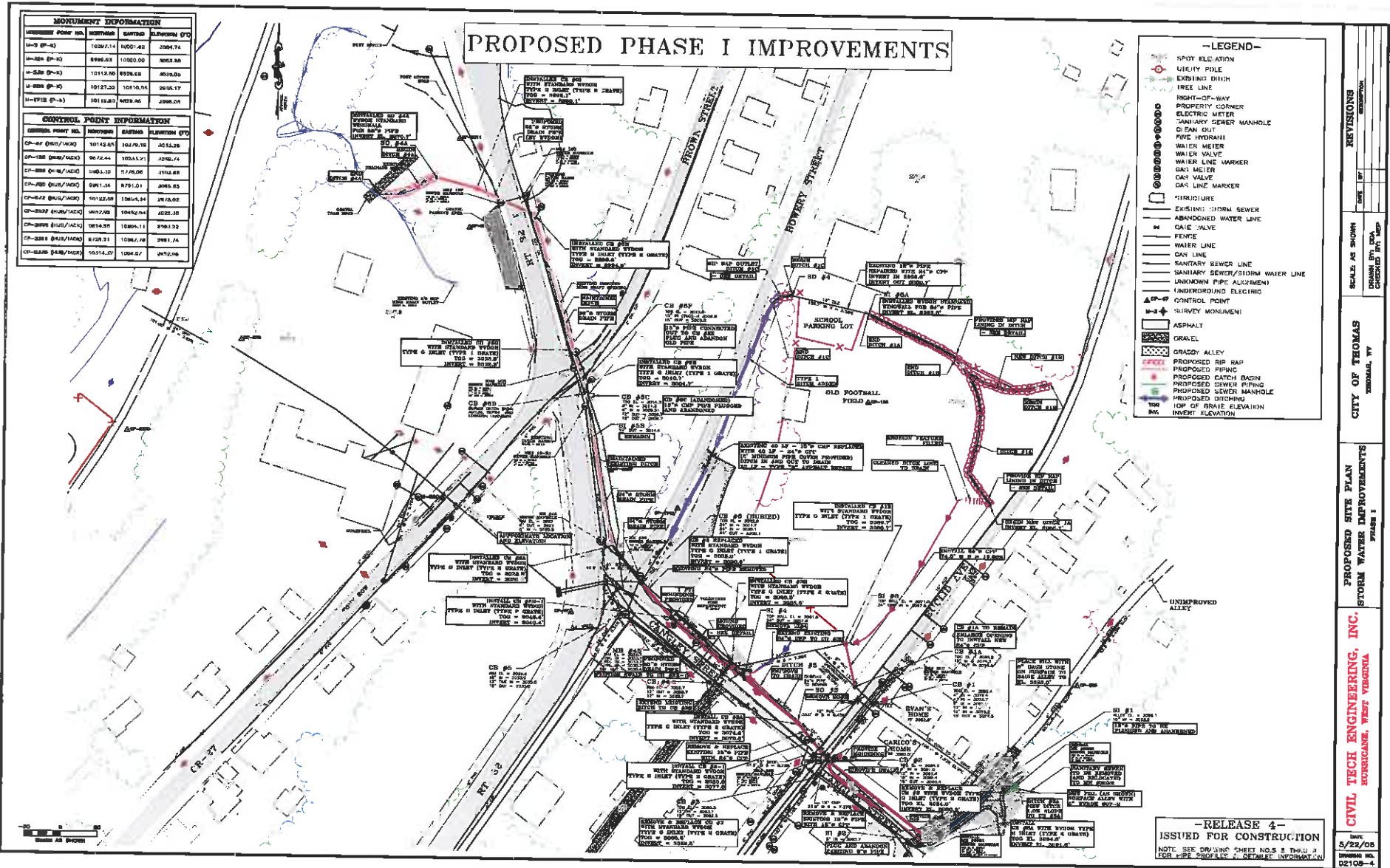
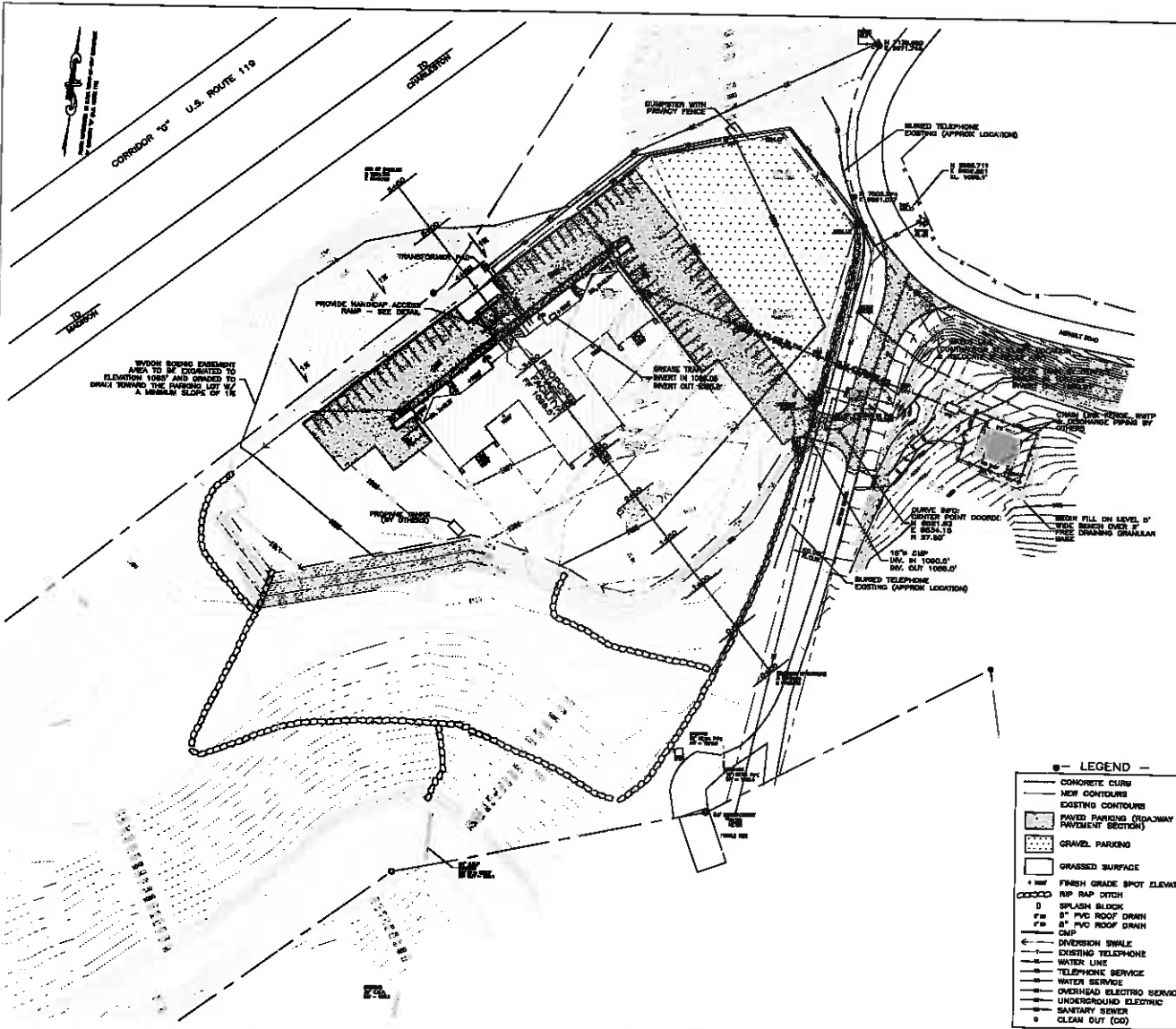


FIGURE 4



REVISIONS		
DATE	BY	DESCRIPTION
5/4/00	BDJ	CHANGED SEWER PIPE LOCATION DOWNS THE BUILDING
5/22/00	BDJ	RELOCATED WATER AND SEWER LINES EXTERIOR/ACTING BUILDINGS, ADDER SWTP SURVEY/PLANT LOCATION

- NOTE: SURVEY SERVICE NOTES**
- Utility locations are approximate. Contractor to verify before beginning work.
 - Utility Operator: Kanawha Electric Power - Electric Department
 - Address: 250 Kanawha Street - Phone: 336-240-2800
 - Telephone Mail Address: P.O. Box 384-2994-2822
 - Foundation Investigation A Foundation Investigation was performed by GJK Tech Engineering, Inc. 11/27/97. The reader is referred to the Foundation Investigation report dated December 2000 which contains foundation notes. The results of the investigation is not a warranty of subsurface interpretation or conditions shown on and the Engineer or Owner are not responsible for any failure of the foundation. This construction is to be constructed under the conditions under which the data is to be performed and accepted and including the conditions under which the data is to be performed and accepted.
 - Temporary Excavation of both soil and rock will be necessary to develop the site. Hand made soil bank to be constructed by Contractor. Contractor to provide the concrete to construct the soil bank. The soil bank construction shall not be performed in conjunction with other construction.
 - Fill: Fill shall consist of suitable soil or rock material suitable for fill. The material to be used shall be approved by the Engineer. Fill shall be placed in maximum 12 inch lifts and compacted in accordance with the minimum compacted soil of the material shall be less or more than 10% of optimum. The material shall be placed in 12 inch lifts and compacted in accordance with the minimum compacted soil of the material shall be less or more than 10% of optimum. The material shall be placed in 12 inch lifts and compacted in accordance with the minimum compacted soil of the material shall be less or more than 10% of optimum.
 - Soil: Soil shall consist of a suitable hard rock material produced from crushing of granite or approved material. The material shall be used for the construction of the concrete and shall be placed in 12 inch lifts and compacted in accordance with the minimum compacted soil of the material shall be less or more than 10% of optimum. The material shall be placed in 12 inch lifts and compacted in accordance with the minimum compacted soil of the material shall be less or more than 10% of optimum.
 - Foundation: Base shall consist of WYDOT 307-1 (Class 1) Stone. Concrete base shall consist of WYDOT 307-1 (Class 1) Stone. Asphaltic concrete base shall consist of WYDOT 307-1 (Class 1) Stone. Base shall be constructed in accordance with the minimum compacted soil of the material shall be less or more than 10% of optimum.
 - Drainage: The drainage system shall be constructed of concrete. The drainage system shall be constructed of concrete. The drainage system shall be constructed of concrete.
 - Water Service: Water service shall be installed in accordance with the minimum compacted soil of the material shall be less or more than 10% of optimum. The material shall be placed in 12 inch lifts and compacted in accordance with the minimum compacted soil of the material shall be less or more than 10% of optimum.
 - Water Service: Water service shall be installed in accordance with the minimum compacted soil of the material shall be less or more than 10% of optimum. The material shall be placed in 12 inch lifts and compacted in accordance with the minimum compacted soil of the material shall be less or more than 10% of optimum.
 - Drainage: The drainage system shall be constructed of concrete. The drainage system shall be constructed of concrete. The drainage system shall be constructed of concrete.
 - Foundation: Design foundations for allowable bearing capacity of 3000 psf. Extend all foundations to 4 feet below the finished ground level. Minimum foundation depth is 20 inches below the finished ground level. Foundations shall be constructed of concrete. The foundation shall be constructed of concrete.
 - Existing Floor Slab: The slab shall be constructed in accordance with the minimum compacted soil of the material shall be less or more than 10% of optimum.
 - Water Service: Water service shall be installed in accordance with the minimum compacted soil of the material shall be less or more than 10% of optimum. The material shall be placed in 12 inch lifts and compacted in accordance with the minimum compacted soil of the material shall be less or more than 10% of optimum.
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NOTE: SURVEY PERFORMED BY SITE SURVEY ENGINEERS

CIVIL TECH ENGINEERING, INC.
ST. ALBANS, WEST VIRGINIA

SITE PLAN

FIRST CHURCH OF GOD
KANAWHA COUNTY, WEST VIRGINIA

DRAWING NO. 87208-5 SCALE: N/A

DATE: APRIL, 2000 DRAWN BY: RRM
CHECKED BY: LAG

FIGURE 5



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: 720409

Doc Description: Camp Dawson Pierce Lake Dam Repair Design

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
2020-04-27	2020-05-14 13:30:00	CEOI 0603 ADJ2000000010	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

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

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.yyle@wv.gov

Signature:

FEIN# 55-0757403

DATE May 14, 2020

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division, for the agency, the West Virginia Army National Guard, Construction and Facilities Management Office, is soliciting Expressions of Interest from qualified firms to provide professional design services to develop construction documents to repair existing leaks and provide a maintenance plan for future use of an earthen dam on Pierce Lake, at Camp Dawson, WV, per the attached documentation.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		FACILITY MAINTENANCE MANAGER CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WV25311	KINGWOOD	WV 26537-1077
US		US	

Line	Comm Ln Desc	Qty	Unit Issue
1	Camp Dawson Pierce Lake Dam Repairs Design		

Comm Code	Manufacturer	Specification	Model #
81101508			

Extended Description :

Provide professional architectural and engineering design services per the attached documentation.

ADJ2000000010	Document Phase Draft	Document Description Camp Dawson Pierce Lake Dam Repair Design	Page 3 of 3
---------------	--------------------------------	-----------------------------------------------------------------------------	-----------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXPRESSION OF INTEREST
CEOI ADJ20*10
Camp Dawson Pierce Lake Dam Repair Design

TABLE OF CONTENTS:

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

SECTION ONE: GENERAL INFORMATION

1. **PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI” or “Bids”) for West Virginia Army National Guard, Construction and Facilities Management Office (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide engineering design services and to provide construction bid documents suitable for advertisement using state purchasing procedures. The design should be prepared in such a manner that alternate bid items are not required to have a finished project. The project will include the assessment and design of repairs for the West Virginia Army National Guard’s (WVARNG), Pierce Lake Dam located at Camp Dawson, near Kingwood, WV. Pierce Lake is showing signs of leakage through the downstream face of the dam. The design shall include corrective measures for the leak and a maintenance plan to help elevate future issues with the lake, to include a new control structure. **The award, execution and completion of this contract is contingent upon receipt of Funding.**

EXPRESSION OF INTEREST
CEOI ADJ20*10
Camp Dawson Pierce Lake Dam Repair Design

3. SCHEDULE OF EVENTS:

Release of the EOI.....	04/27/2020
Expressions of Interest Opening Date.....	05/14/2020
Evaluation Committee List of Three Highest Qualified Firms Provided.....	TBD
Estimated Date for Interviews of Three Firms.....	TBD
Price Negotiations Commence with Highest Ranked Firm	TBD

EXPRESSION OF INTEREST
CEOI ADJ20*10
Camp Dawson Pierce Lake Dam Repair Design

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on the next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 01/09/2020

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline: N/A

Submit Questions to: Tara Lyle, Buyer Supervisor
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Tara.L.Lyle@wv.gov

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

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

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

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

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

Revised 01/09/2020

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

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus one (1) convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

Bid Opening Date and Time: May 14, 2020 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

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

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

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

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

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

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Camp Dawson Pierce Lake Dam Repair Design

SECTION THREE: PROJECT SPECIFICATIONS

1. **Location:** Agency is located at WVARNG, Joint Forces Headquarters, Construction and Facilities Management Office, 1707 Coonskin Drive, Charleston, WV 25311 and the Project will be completed at Camp Dawson, located at Kingwood WV.
2. **Background:** The Owner is seeking the services of a qualified professional architectural/engineering firm to design and develop construction bid documents to repair Pierce Lake Dam located at Camp Dawson. Pierce Lake is an essential part of the storm water management at Camp Dawson and is also used to support elements of the required National Guard training.
3. **Qualifications and Experience:** Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.
4. **Project and Goals:** The project goals and objectives are listed below. Vendors should discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:
 - 4.1. Provide a complete design including all engineering and architectural disciplines and supervision thereof, to prepare construction bid documents for West Virginia State Purchasing. Key design focus is to design a repair for the earthen dam at Pierce Lake that stops the leak and is sustainable.
 - 4.2. Designer shall design a new control structure for Pierce Lake, if deemed necessary during the engineering assessment.
 - 4.3. Designer shall be responsible for researching and investigating the location of existing underground and above ground utilities, and to provide drawings mapping both existing and proposed utilities. Designer to provide drawings and specifications of any and all utility changes.
 - 4.4. Designer to provide all geotechnical work to include any necessary drill borings, and provide owner with all boring maps and geotechnical reports.

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- 4.5. Drawings and specifications are to be submitted at 35%, 65%, 95% and 100%. Designer may submit 35%, 65% and 95% drawings and specifications digitally; 100% construction documents are to be submitted both digitally and 3 hard copies. Cost estimates are to be revised and submitted with each submittal at 35%, 65%, 95% and 100%.
- 4.6. Provide construction bid services to the Owner.
5. **Oral Presentations/Interviews:** The Agency has the option of requiring oral presentations of three vendors that are determined to be the most qualified to provide the required service. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this EOI. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:
 - 5.1. **Materials and Information Required at Oral Presentation:**

“Evaluation and Award Process” will be conducted with the three (3) firms selected as the most qualified by the WVARNG-CFMO selection committee. The Committee will schedule the interviews.

The format for the interviews will be a 15-30 minute Power-Point presentation consisting, at a minimum, of the following:

 - A) Corporation/Personnel experience as it relates to the project(s)
 - B) Proposed project management plan
 - C) Key personnel available for the proposed work
 - D) Proposed subcontractors
 - E) Product quality control
 - F) Project cost control

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SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

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

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3.3.3. Rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm.

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

Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, the agency will then commence price negotiations with the second most qualified firm, and so on, until an agreement is reached, or the solicitation is cancelled.

3.4. **Three Firm Evaluation Rankings:** The Agency will evaluate the three firms that have been determined most qualified to perform the desired service. The evaluation criteria is defined in the Procurement Specifications section and based on a 100 point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

- Qualifications and experience (40) Points Possible
- Approach and methodology for meeting Goals and Objectives (20) Points Possible
- Proposed project management, Quality & Cost control plans (20) Points Possible
- Oral interview (20) Points Possible

Total 100

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SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

GENERAL TERMS AND CONDITIONS:

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

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

Term Contract

Initial Contract Term: **Initial Contract Term:** This Contract becomes effective on _____ and extends for a period of _____ year(s).

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

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

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

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

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

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

Other: See attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits 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: \$1,000,000.00 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.

WV Statutory requirement- WV Code §23-4-2 (Mandolidis)

**** PLEASE MAKE INSURANCE CERTIFICATE HOLDER TO READ AS FOLLOWS*** WV Army National Guard 1707 Coonskin Drive, Charleston, WV 25311**

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

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

10. [Reserved]

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

N/A _____ for N/A _____

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>.

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

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

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

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

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

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

Revised 01/09/2020

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.

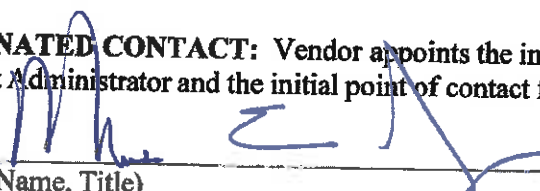
44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, 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)

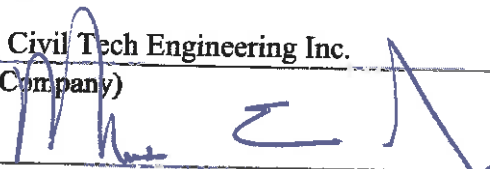
- 1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
- 2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer 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.

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.



President
(Name, Title)
Mark E. Pennington, President
(Printed Name and Title)
Civil Tech Engineering Inc., 300A Prestige Drive, Hurricane, WV 25526
(Address)
304-757-8094/304-757-8095
(Phone Number) / (Fax Number)
civiltech1@frontier.com
(email address)

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

Civil Tech Engineering Inc.
(Company)


President
(Authorized Signature) (Representative Name, Title)
Mark E. Pennington, President
(Printed Name and Title of Authorized Representative)
May 14, 2020
(Date)
304-757-8094/304-757-8095
(Phone Number) (Fax Number)

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: Civil Tech Engineering Inc.

Authorized Signature: [Signature] Date: 5/4/20

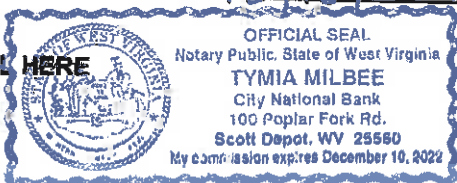
State of WV

County of Putnam to-wit:

Taken, subscribed, and sworn to before me this 4 day of May, 2020

My Commission expires 12/10/22, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 01/19/2018)