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## Header 1

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Procurement Folder: 969316

SO Doc Code: CEOI

Procurement Type: Central Contract - Fixed Amt

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Vendor ID: 000000209609

SO Doc ID: DNR2200000007

Legal Name: CIVIL TECH ENGINEERING INC

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Solicitation Description: A&amp;E - West Fork River 12 New Boating Public Access Sites

Responded By User ID: cte\_01

Total of Header Attachments: 1

First Name: Mark

Total of All Attachments: 1

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Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Solicitation Response

**Proc Folder:** 969316  
**Solicitation Description:** A&E - West Fork River 12 New Boating Public Access Sites  
**Proc Type:** Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2021-12-21 13:30	SR 0310 ESR12202100000003772	1

**VENDOR**  
000000209609  
CIVIL TECH ENGINEERING INC

**Solicitation Number:** CEOI 0310 DNR2200000007  
**Total Bid:** 0  
**Response Date:** 2021-12-20  
**Response Time:** 10:35:58  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
Joseph E Hager III  
(304) 558-2306  
joseph.e.hageriii@wv.gov

**Vendor**  
**Signature X** **FEIN#** **DATE**

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



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Civil engineering				0.00

Comm Code	Manufacturer	Specification	Model #
81101500			

**Commodity Line Comments:** EOI only.

**Extended Description:**

12 Boating Public Access Sites on the West Fork River.



**CIVIL TECH ENGINEERING, INC.**

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

December 21, 2021

Department of Administration  
Purchasing Division  
2019 Washington Street, East  
Charleston, West Virginia 25305-0130

Subject: **Expression of Interest for DNR2200000007  
West Fork River-12 New Boating Public Access Sites**  
Harrison and Lewis Counties, West Virginia  
Civil Tech Proposal No. P21511

**CIVIL TECH ENGINEERING INC.** is pleased to present this EOI for the subject project. This EOI has been prepared to illustrate our recent and pertinent experience with Engineering Services necessary to design both new public access sights and improvements to existing sites located along the West Fork River in Harrison and Lewis Counties, West Virginia. We understand the scope of work will include; design, engineering, preparation of construction drawings, specifications, bidding documents, permitting, and contract administration for the new sites and improvements to the existing sites. Important and pertinent experience is summarized below:

- ☐ Nearly 100 years of combined experience with projects of similar scope and complexity.
- ☐ Pertinent boat launch, dock, access, and parking design experience and capability.
- ☐ Complete understanding of access sights design requirements including; lighting, ADA accessibility, erosion stabilization measures, stormwater controls, and permitting.
- ☐ Construction contract administration experience.
- ☐ Experience with WVDNR Boat Access Projects.

An Expression of Interest is attached to this letter along with a complete Statement of Qualifications. This information is submitted for your review so that you may evaluate our capabilities to provide the necessary design and construction phase services. We look forward to meeting with the selection committee to discuss the project and our qualifications.

Very truly yours,

**CIVIL TECH ENGINEERING INC.**



Mark E. Pennington MS, PE  
Principal Engineer



**EXPRESSION OF INTEREST**  
**PROFESSIONAL ENGINEERING SERVICES**  
**FOR**  
**WEST FORK RIVER – 12 NEW BOATING PUBLIC ACCESS SITES**  
**CEOI 0310 DNR2200000007**  
**HARRISON AND LEWIS COUNTIES, WEST VIRGINIA**

**SUBMITTED TO:**  
**WVDNR**  
**SOUTH CHARLESTON, WEST VIRGINIA**

**SUBMITTED BY:**  
**CIVIL TECH ENGINEERING INC.**  
**300A PRESTIGE DRIVE**  
**HURRICANE, WV 25526**  
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**DATE SUBMITTED: DECEMBER 21, 2021**



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**LOCATION:** The Owner's location is 324 4<sup>th</sup> Avenue, South Charleston WV. The proposed project will be completed at twelve (12) access sites located along the West Fork River in Harrison and Lewis Counties, West Virginia.

## **1. BACKGROUND**

The West Fork River is a high-quality stream with fishable population of black bass, catfish, musky and various other species. Access to the West Fork River is limited in certain areas. Due to its proximity to the interstate, the river is a popular location for anglers and boaters. The proposed project scope includes; design, engineering, document preparation and contract administration for the creation or improvement of twelve sites located adjacent to the river. Based on our experience with design of WVDNR access sites, improvements to existing sites and creation of new sites may include: design of or improvement to the boat ramps/slides, vehicle parking, parking lot and general lighting, entrance roadway, courtesy dock, and ADA accessibility for the facilities.

## **2. QUALIFICATIONS AND EXPERIENCE**

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

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

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

**This is the same design team responsible for all of our past projects including boat ramps, docks, parking, lighting, and other civil design projects. Our team knows how to put together a successful design project and stay on schedule and within budget throughout the design and construction process.**

Resumes for key personnel and staff are presented in the illustrations section of this EOI.



## **B. Description of Firms' Experience**

1. **General:** Civil Tech has completed seven (9) projects involving boat launches and access improvements with two additional projects scheduled for construction in 2022. In addition, we have extensive experience in design of public access, parking, etc. related to dam rehabilitation and associated improvements. We have also completed countless projects involving all aspects of civil engineering ranging from surveying and mapping, to site design, access roads, parking, and infrastructure including underground and overhead utilities and lighting. As mentioned, Civil Tech has been responsible for nearly 70 dam modifications and repairs and most of these projects have involved access improvements for fishermen, boating, and parking. Most recently, a new boat launch maneuver area and floating courtesy dock was designed by our firm and constructed at Rollins Lake Dams. Pictures of this are to follow.

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

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

These awards speak to the quality of our work. We have provided quality engineering services to DNR for nearly 25 years. Past and ongoing services provided to the DNR have included:

- Design and permitting of public access sites.
- Facility improvements.
- Storm damage assessment and emergency repairs.
- Landslide assessment and repairs.
- Dam inspection and modifications.





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

2. **Construction Contract Administration:** Our principals, Mark and Jennifer Pennington, have nearly 75 years' experience with construction and contract administration for civil projects. Mr. Pennington has been responsible for the contract administration for more than 60 dam modification projects in addition to other civil projects for DNR and private owners and municipalities including landslide abatement, storm pipe repairs, as well as commercial developments, and water/sewer projects.
3. **Access and Facility Improvements:** Our DNR 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.
4. **Maintenance of Facility:** Our personnel are sensitive to the facility setting and make every effort to complete our projects with minimal disruption. Our designs



are practical and “planned to fit the site.” Facility use is always an important consideration when improvements are designed and implemented for a project.

### **C. Experience**

Civil Tech has successfully completed nine (9) public access projects with two additional projects scheduled for construction in 2022. These projects have involved; highway access, new boat ramps, and parking areas, docks, and roads. Projects have included:

- ✓ *Stonebridge Public Access Site and Parking*
- ✓ *Anthony Boat Launch*
- ✓ *Hawks Nest Lake Launch and Parking*
- ✓ *Rollins Lake Launch, Access, and Dock*
- ✓ *Bluestone Lake Boat Launch and Dock*
- ✓ *Laurel Lake Handicap Fishing Pier*
- ✓ *Mason Dam Boat Launch and Dock, Access, and Parking.*
- ✓ *Teter Creek Dam Boat Launch, Dock, and Parking.*
- ✓ *Reservoir Dam Fishing Access, Cacapon State Park*
- ✓ *Mt. Storm Lake Access Improvements (scheduled for construction 2022)*
- ✓ *Capon Bridge Public Access Site (scheduled for construction 2022)*

Typical photographs of our projects follow:





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



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





**FISHERMAN'S ACCESS, CACAPON STATE PARK**



**FLOATING FISHING PIER, LAUREL LAKE**





**ROLLINS COURTESY DOCK**



**ROLLINS LAUNCH MANEUVER AREA**

#### **D. Client and Reference List**

**West Virginia Division of Natural Resources**

***CIVIL TECH ENGINEERING, INC "Attention to Detail"***



Parks and Recreation Section  
324 4<sup>th</sup> Avenue  
South Charleston, West Virginia 25303

Contact: Mr. Bradley S. Leslie PE or Donald Bailey III, PE  
Phone: 304-558-2764

**West Virginia Division of Natural Resources**  
Wildlife Resources Section  
324 4<sup>th</sup> Avenue  
South Charleston, West Virginia 25303

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

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

Contact: Rick Wagner  
(704) 682-9822

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

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

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

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

**City of Belington**



Post Office Box 926  
Belington, West Virginia 26250

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

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

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

### **2.1.a. Procedure for Communication**

The principals of our firm have a strong working relationship with the WVDNR that we have developed over the last 40 years. We have worked closely with all members of the DNR on projects throughout the state.

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

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

Our general approach to communicating with the WVDNR is summarized below:

- **Initial Meeting/Discussion:** New projects are discussed with WVDNR Engineering personnel prior to beginning work in order to develop an understanding of the need for the project and any pertinent information that may affect the design/development. Based on our initial meeting and site visits, a scope of work necessary to gain approval of the project with minimal disruption of facility use is developed.
- **File Review:** A complete review of records maintained by the Owner is conducted by our engineer.
- **Ongoing Review and Consultation:** Results of investigation and engineering analysis are submitted to the Owner in pdf format by email as they are developed



in order to expedite the review process. This piece meal submittal procedure minimizes costly changes and delays once the project plans are complete and ready for formal submission to the agency and owner for final review.

- **Reports:** Progress reports are 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 are conducted throughout the design and construction process to discuss findings, consult with the owner's engineers, and obtain direction. In addition, our engineers are always available by phone or email to discuss any aspect of the project or concerns the Owner may have as the project progresses. Prompt reply to questions is a priority of our engineers to ensure the owner's concerns and requirements are incorporated in the design process. Due to our close office proximity to the Owner's office, we are also available for impromptu meetings as required to resolve any issues or concerns that could affect the project design, schedule, and/or budget.

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

### **2.1.b. and 2.1.c. Owner's Budget and Schedule**

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

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

- Schematic Design Phase
- Design Development Phase



- Construction Document Phase
- Bidding/Negotiation
- Construction\*

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

Because of our experience and knowledge of the applicable agency regulations and design, we can typically complete the design of projects within 3 to 6 months or less.

Many of our projects have been fast tracked due to funding and time constraints. The Thomas Dam Project completed in 2000 for the City of Thomas is one example of our capability to complete projects in a quick, timely, and cost-effective manner. A brief description of the Thomas Project and others is provided herein in order to illustrate our successful history completing projects on time and within budget.

A discussion of our plan to complete the 12 West Fork River Boating Access Sites/Improvements project within budget and on time is provided herein.

2. **Proposed Schedule:** No schedule constraints were provided in the EOI. We anticipate mapping and engineering design on the projects could be complete within 10 months of award of contract. Depending on when the project is awarded, time required to gain agency permits, and winter construction delay, this should allow for a fall 2022 into spring 2023 construction. Please see the Illustrations Section of this proposal for a schedule outlining our proposed plan for the project's timely completion. This schedule assumes a PO will be provided by March 1, 2022 to allow time for a fall 2022 and spring 2023 construction timeline. As illustrated on the schedule, we can also group the projects as directed by DNR for desired priority. **In order to comply with this schedule, our firm will dedicate key personnel to engineering and design throughout the duration of the project.**
3. **Design:** As discussed herein, Civil Tech has provided engineering services to design and permit, as well as construct 9 public access sites. In addition, as mentioned, design and permitting has been completed on two additional sites scheduled for construction in 2022. These sites all exhibited unique design challenges including; steep grades and uncontrolled surface runoff, erosion,



restricted access, poor site distance, and permitting restrictions. No detailed information concerning the 12 sites included in this EOI was provided, however, in general our approach to the project is provided below:

- a. Mapping and design information for the existing facilities (if available) will be reviewed.
- b. Topographic mapping of the access roads, parking areas, launch area, and river bottom will be performed as needed.
- c. Subsurface investigation will be performed, if needed.
- d. A preliminary site grading plan will be developed along with typical sections and profiles for access, boat launch and approach, vehicle parking including trailers, and trailer maneuver area for each access site. The preliminary designs will be submitted for review.
- e. Once the preliminary designs are approved, detailed design will be performed. Construction documents for similar or nearby sites will be grouped together to provide for a convenient, efficient, and streamlined bidding and construction process.
- f. Plans and specifications will be developed including:
  - Cover sheet.
  - Existing site conditions.
  - Site plan.
  - Profiles and sections.
  - Miscellaneous details including boat dock, ramp, lighting, pavement, etc.
  - Temporary erosion and sediment controls.
- g. Permits that may be required include: Construction Stormwater, Nationwide Permit from the USACE, RTE, SHPO, and WVDOH Encroachment.
- h. Open and frequent communication with the Owner during the design process will allow the project to be completed on time and within budget.
- i. We approach our projects as if the Owner is a member of the project team. This approach serves to ensure:
  - The project meets the Owners requirements.
  - Minimal disruption of the launch area use.
  - Compliance with agency regulations.
  - Timely approval of modifications.

**4. Bidding Assistance and Contract Administration:** Based on our experience, construction of projects can usually be completed within a 3 to 6-month period. We plan to prioritize the subject projects to comply with the schedule. Our experience with WVDNR procedures and requirements will aid in streamlining the



bid process by allowing the pre-bid meeting and all other communication with the contractor awarded the project to be clear and concise. All questions and concerns will be addressed efficiently based on our intimate understanding of the design thereby minimizing delays and cost overruns. As mentioned, similar or nearby sites will be grouped together for convenient and streamlined bidding and construction. To facilitate contract administration of the subject project we propose the following:

- a) The project manager (Mark Pennington) will make routine site visits during construction and will provide ongoing consultation to address issues as they arise in order to enforce the project plans and specifications and avoid cost over-runs.
- b) Monthly construction summaries including submittals, inspection reports, and laboratory test results will be prepared by our engineer.
- c) We will provide an experienced resident technician to provide construction monitoring to document construction and serve as our site representative.
- d) As-built drawings will be required for submission with monthly pay applications submitted by the contractor to verify costs and that the project is being constructed in accordance with the approved plans and specifications as the work is completed.
- e) Priority attention to this project will reduce the risk of cost over-runs and improper construction so that the project can be certified at the completion of construction.

## **5. Experience Meeting Deadlines:**

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

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

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

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



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



**THOMAS DAM MODIFICATION, THOMAS, WV**

### **Winterplace Dam Modification Project:**

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

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

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



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

### **WVDNR & PRIVATE Projects:**

We have performed numerous projects for Private Owners and the Parks & Recreation and Wildlife Resources Sections of the WVDNR including public access sites, parking, trails, dams, and other access improvements. All of these projects have been completed within budget and time constraints. References who can speak about our ability to meet project deadlines are listed below:

1. Bradley S. Leslie, PE 304-558-2764  
WVDNR Parks & Recreation Section
2. Terry Pfeiffer, 304-787-3221 ext 104  
Winterplace Ski Resort
3. Brian Tucker (304) 543-0619  
West Virginia American Water Company

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

Our policy is to perform all engineering services under the direct supervision of a registered professional engineer who is a principal of the firm. All engineering work on this project will be performed with in-house personnel and equipment. This approach will allow us to closely control schedule, cost, and quality. This philosophy has served us well since the company was founded over 24 years ago and has allowed us to successfully complete nearly 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 first flush treatment methods to meet MS4 requirements when needed.
- Reinforced Concrete Design.
- Pavement Design.
- 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. **Owner's Review:** The Owner will be given the opportunity to review design and construction documents before completion.

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. Electrical work will be subcontracted to a qualified firm. No other subcontracts are anticipated.

### **3 – PROJECT GOALS AND OBJECTIVES**

**3.1 Goal/Objective 1 - Information review and communication with the Owner to develop plans that can be implemented efficiently and with minimal disruption to the facility.**

**General:** As mentioned, our firm has experience with the design of boat access improvements for WVDNR at both rivers and lake settings. We are familiar with the challenges presented when designing access sites including, steep access, property constraints, and permitting difficulties. Our understanding of the access site design process and our firms' working relationship with DNR personnel will prove invaluable to preparing a design that requires minimal revisions and changes. Specific information for the 12 sites has not been provided, however, based on experience, we anticipate the sites could involve:



1. Steep Access.
2. Erosion.
3. Uncontrolled stormwater runoff.
4. Unpaved launches/slides.
5. Inadequate dock and lack of lighting for early morning and nighttime use.
6. Property limitations.

**3.2 Goal/Objective 2 - Provide all the required services in a manner that is in accordance with the WVDNR needs and objectives. In addition, the goal is to design and complete the project within budget.**

The goal for this project is to perform engineering necessary to design, permit and construct 12 new boating access sites or improvements to existing sites located along the West Fork River in Harrison and Lewis Counties, West Virginia.

Our extensive experience and understanding of the design and permitting process for boat launch and other projects including dam modification projects will allow us to design and execute the project within budget and on schedule. In general, engineering services required will include:

- a) Information review.
- b) Topographic mapping.
- c) Subsurface investigation.
- d) Site Reconnaissance.
- e) Engineering Design.
- f) Preparation of Plans and Specifications
- g) Permitting (USACE, NPDES, SHPO, RTE, WVDOH)

Our experience outlined herein with public access sites for lakes, streams, and rivers illustrates our firms' ability to approach projects both logically and creatively resulting in Owner and public satisfaction.

**3.3 Goal/Objective 3 - Provide construction contract administration services in a competent and professional manner to ensure the projects are constructed and performed as designed.**

As outlined in our "Experience and Qualifications" section of the EOI, this goal will be met by utilizing our highly qualified and experienced staff to administer the construction contracts and provide the services listed below resulting in successful projects constructed as designed:



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

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



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





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



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





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



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



## **ILLUSTRATIONS**



**TABLE 1 - PROJECTS EXPERIENCE SUMMARY - PARTIAL LISTING**

BY: CIVIL TECH ENGINEERING INC.

May 12, 2020

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



ENGINEERING SCHEDULE  
WEST FORK RIVER - 12 NEW BOATING PUBLIC ACCESS SITES  
PREPARED BY: CIVIL TECH ENGINEERING INC.  
12.21.21

WORK ACTIVITY	2022										2023					
	MONTH															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
PUBLIC ACCESS SITES 1-3																
FIELD WORK																
ENGINEERING																
CONSTRUCTION DOCUMENTS																
PERMITTING																
CONSTRUCTION PHASE SERVICES																
PUBLIC ACCESS SITES 4 - 6																
FIELD WORK																
ENGINEERING																
CONSTRUCTION DOCUMENTS																
PERMITTING																
CONSTRUCTION PHASE SERVICES																
PUBLIC ACCESS SITES 7 - 9																
FIELD WORK																
ENGINEERING																
CONSTRUCTION DOCUMENTS																
PERMITTING																
CONSTRUCTION PHASE SERVICES																
PUBLIC ACCESS SITES 10 - 12																
FIELD WORK																
ENGINEERING																
CONSTRUCTION DOCUMENTS																
PERMITTING																
CONSTRUCTION PHASE SERVICES																

Note: The schedule is based on a completion time of 16 months after NTP. This schedule provides approximately 8 months of float to account for unforeseen circumstances including; delay due to State Purchasing, Permitting, Environmental Issues, Public Input, Bidding, Weather etc.





**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





**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

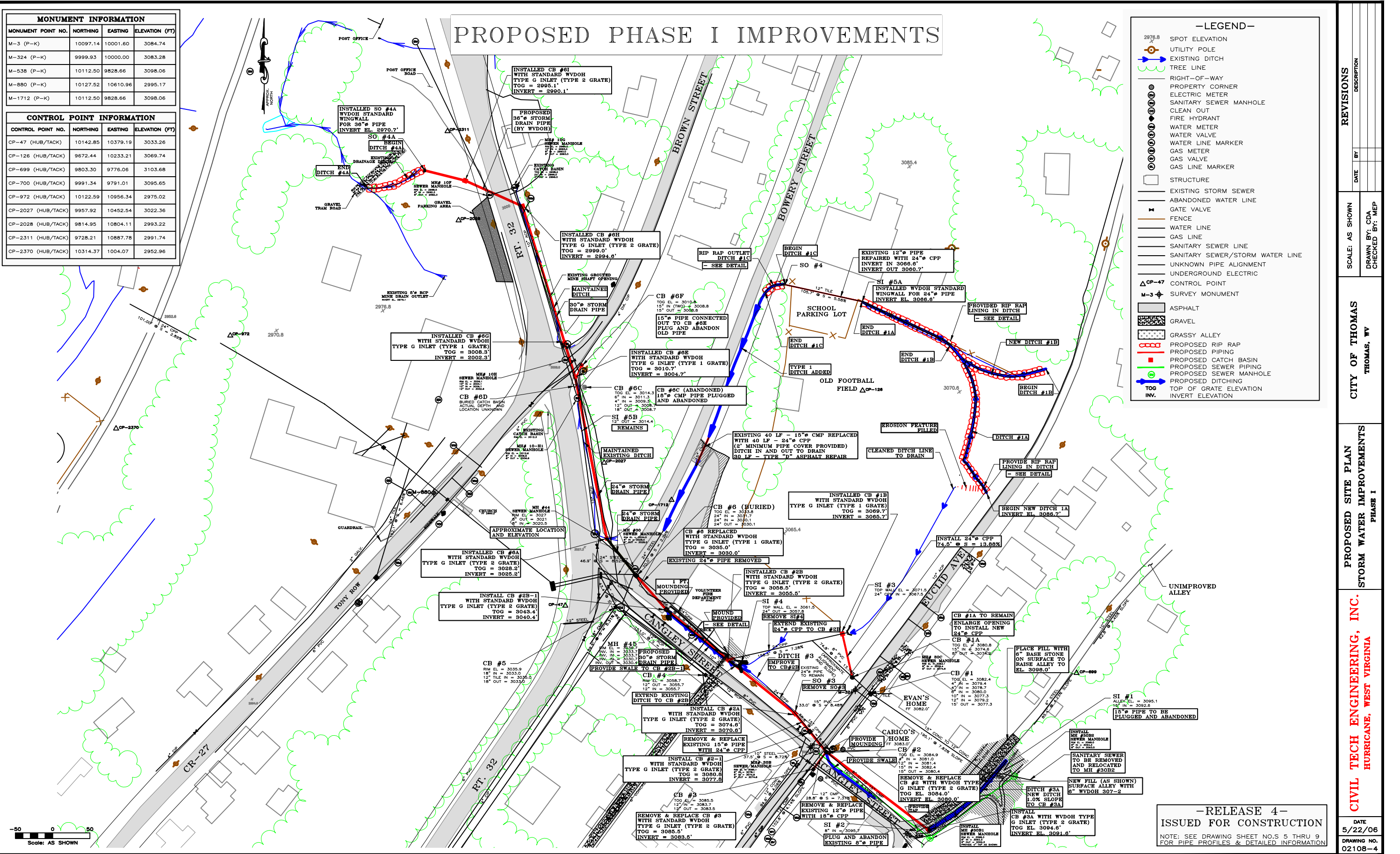


FIGURE 3



<b>CONTROL POINT INFORMATION</b>			
<b>CONTROL POINT NO.</b>	<b>NORTHING</b>	<b>EASTING</b>	<b>ELEVATION (FT)</b>
CP-47 (HUB/TACK)	10142.85	10379.19	3033.26
CP-126 (HUB/TACK)	9672.44	10233.21	3069.74
CP-699 (HUB/TACK)	9803.30	9776.06	3103.68
CP-700 (HUB/TACK)	9991.34	9791.01	3095.65
CP-972 (HUB/TACK)	10122.59	10956.34	2975.02
CP-2027 (HUB/TACK)	9957.92	10452.54	3022.36
CP-2028 (HUB/TACK)	9814.95	10804.11	2993.22
CP-2311 (HUB/TACK)	9728.21	10887.78	2991.74
CP-2370 (HUB/TACK)	10314.37	1004.07	2952.96

Scale: AS SHOWN



DATE	5/22/06
DRAWING NO.	02108-4

CIVIL TECH ENGINEERING, INC.  
HURRICANE, WEST VIRGINIA

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**PROPOSED SITE PLAN**

**STORM WATER IMPROVEMENTS**

**PHASE I**

**CITY OF THOMAS**

**THOMAS, WV**

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	DATE	BY

SCALE: AS SHOWN

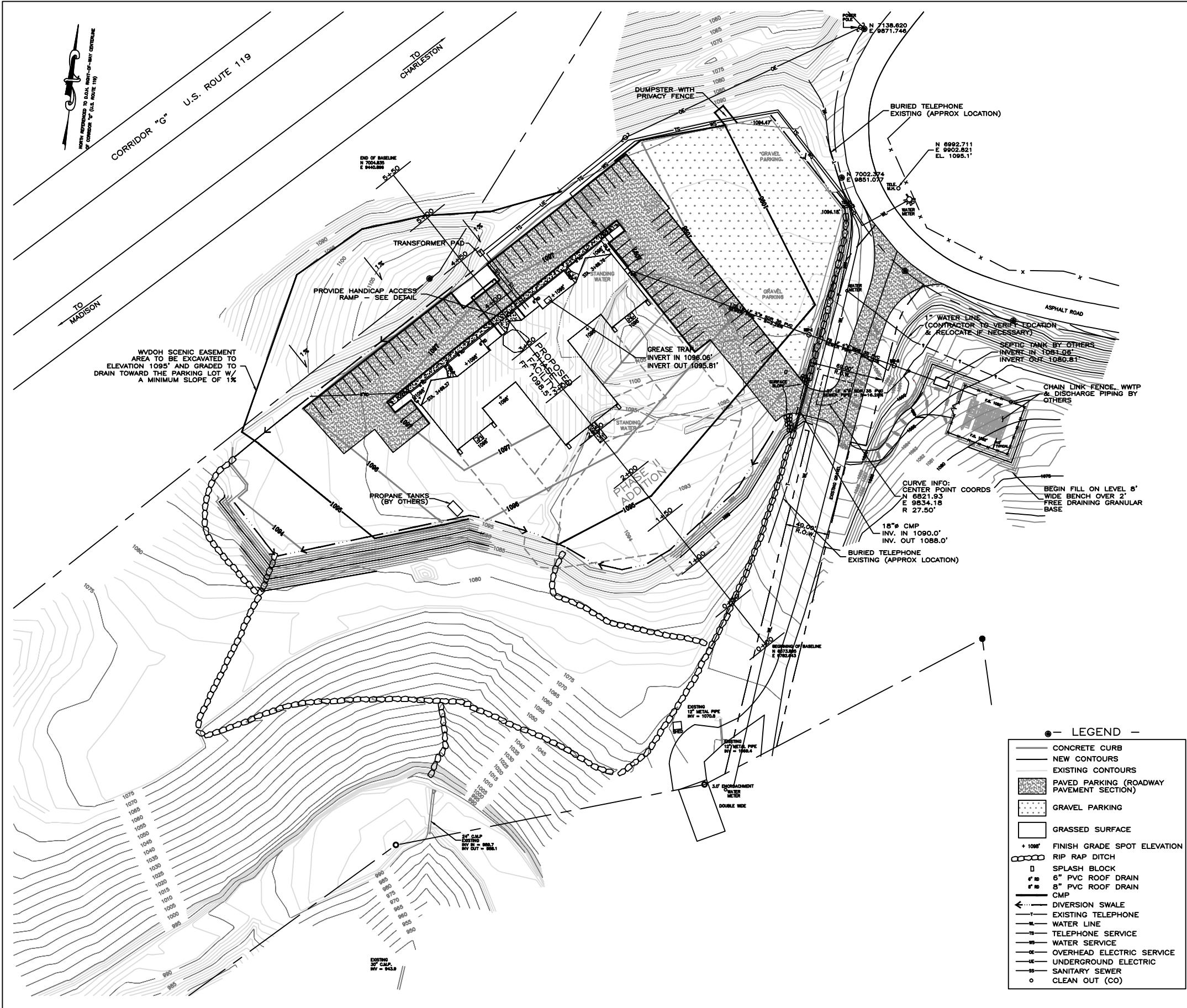
DRAWN BY: CDA  
CHECKED BY: MEP

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REVISIONS

FIGURE 4





REVISIONS		
DATE	BY	DESCRIPTION
6/6/00	BDJ	CHANGED SEWER PIPE LOCATION EXITING THE BUILDING
9/20/00	RKM	RELOCATED WATER AND SEWER LINES ENTERING/EXITING BUILDING. ADDED WWP SURVEY/PLANT LOCATION

SITE WORK GENERAL NOTES:

- Utility locations are approximate. Contractor to verify before beginning work.  
Utilities: Electric: American Electric Power - Phone: 304-746-2655  
Water: WV American Water Co. - Phone: 304-345-9650  
Telephone: Bell Atlantic - Phone: 304-954-6202
- Foundation Investigation: A foundation investigation was performed by Civil Tech Engineering, Inc. in late 1997. The reader is referred to the Foundation Investigation report dated December 30, 1997 for specific details. The results of the investigation is not a warranty of subsurface conditions within the construction area, and the Engineer or Owner will not be responsible for interpretations or conclusions drawn therefrom by the Contractor. The Contractor is responsible for reviewing the construction documents, examining the site, determining the conditions under which the work is to be performed, and conducting such additional investigations as he deems necessary for bidding, planning, and execution of the work.
- Excavation: Excavation of both soil and rock will be necessary to develop the site. Hard rock will likely be encountered in the excavation. Blasting to facilitate the excavation, if allowed, must be approved by Engineer. Trenching shall be performed in accordance with OSHA regulations. Entry into excavations deeper than 5 feet is not allowed without approved shoring or sloping.
- Fill: Fill shall consist of suitable soil or rock materials available from site excavations as approved by the Engineer. Fill shall be placed in maximum 9 inch loose, level lifts and compacted to 95% of the maximum dry density as determined by ASTM D698, or as approved by the Engineer. The moisture content of the fill material shall be plus or minus 2% of optimum. Fill shall not be placed in standing water or on frozen ground. Control of water whether it be surface or groundwater shall be the responsibility of the Contractor. Subgrade must be approved by the Engineer before fill placement begins. Care shall be taken to not over-compact the in-situ clay soils during fill placement. Fill shall not be placed on existing fill areas due to potential for landslides to develop.
- Rip Rap: Rip rap shall consist of a durable hard rock material produced from on-site excavations as approved by the Engineer. If suitable rip rap material is not available from on-site excavations, rip rap may be obtained from an off-site or commercial source. Rip rap shall consist of a durable sandstone or limestone well graded with a maximum and minimum particle size of 6 to 18 inches.
- Waste Material: Excess soil/rock material not needed for site development shall be disposed of off-site at an approved borrow area, unless an on-site waste area is approved by the Engineer. The Contractor shall comply with all environmental and erosion/sediment control requirements for the waste area imposed by the regulatory agencies.
- Pavement: Base stone shall consist of of WVDOT 307-1 (Class 1) Stone.  
Asphaltic base shall consist of WVDOT 307-1 mix.  
Asphaltic wearing course shall consist of WVDOT Wearing 1 mix.  
Asphaltic materials, placement, and compaction shall comply with WVDOT specifications. Subgrade to be compacted to 95% of the maximum dry density as determined by ASTM D698. Base Stone to be underlain by a suitable stabilization fabric as approved by the Engineer.
- Dumpster Pad: The dumpster pad shall be constructed of concrete with a minimum 28 day compressive strength of 4000 psi. Concrete shall be air entrained and shall comply with ACI 318 for material, mixing, placement, testing, and acceptance. Rebar shall be grade 60.
- Sewer Piping (Building to Septic Tank Only): Piping shall consist of SDR 35 PVC with bell and spigot connections. Fittings shall be molded plastic suitable for solvent welding. Install with minimum slope 0.5% and provide a cleanout with sanitary Wye where the piping leaves the building and at 250 foot intervals thereafter. Bedding and backfill to be in accordance with the manufacturers recommendations. Pipe to be installed with a minimum cover of 3 feet over the top of the pipe. The Contractor shall be responsible for installing the sanitary sewer line complete beginning 5 feet from the building and extending to within 5 feet of the septic tank as shown on the Design Drawings.
- Water Service Piping: Water service piping shall extend from the water meter to be installed by WV American Water to within 5 feet of the building as shown on the plans. Water service line shall be installed at a minimum depth of 4 feet below finish grade. Service piping shall comply with AWWA C901 or C902 for Polyethylene (PE) pressure pipe and tubing or Polybutylene (PB) Pressure pipe and tubing 1/2 inch thru 3 inch for water service. Copper piping may be used as approved by the Engineer. Pipe shall be installed in accordance with ASTM D2774. Pipe joints shall comply with ASTM D2657 technique II - Butt Fusion. If the service line is not immediately connected to the main or the supply line for the building, the line shall be closed by plug or cap. The service line shall be pressure and leak testing in accordance with AWWA standards and as approved by the Engineer. After pressure testing the service line shall be disinfected as required by the Engineer.
- Curb: WVDOT Plain Curb -Type I as modified on the detail.
- Foundations: Design foundations for allowable bearing pressure of 3000 psf. Extend all foundations to bear on bedrock. Minimum foundation depth is 30 inches below exterior grade for frost protection. Where depth to rock exceeds 30 inches use lean concrete to extend the foundation to rock. Foundation bearing surface to be approved by the Engineer prior to placement of concrete.
- Building Floor Slab: The slab shall be underlain by 6 inches of compacted dry bed material to be approved by the Engineer.
- Storm Water Piping shall consist of corrugated metal. Piping shall be fully asphalt coated and furnished with a wall thickness of 0.079 inches and corrugations of 2-2/3 x 1/8 inches.
- Electrical: AEP will furnish and install all underground cable, power pole, and transformer. The general contractor will pay for this work directly at the agreed upon price. The underground cable will be pulled through plastic conduit to be installed by the Contractor as part of site work. The contractor will also construct the transformer pad in accordance with AEP requirements. Conduit shall consist of two (2) 5 inch diameter PVC pipes installed a minimum of 36 inches below grade extending between the power pole and within 5 feet of the building as shown on the Drawings. Underground electric shall be separated a minimum of 5 feet from other underground utilities. The location and alignment of the conduit and transformer pad to be approved by AEP before installation. All electrical work shall be planned and executed by a licensed electrician and shall comply with applicable codes.
- Telephone: Underground telephone cable shall be installed in conduit as required by Bell Atlantic. The Contractor will provide the trench and conduit. Trenching shall be a minimum of 36 inches deep and conduit shall be as required by the telephone company.
- Roof drain piping to consist of Schedule 40 PVC with molded fittings and couplings suitable for solvent welding. Piping to be installed with a minimum slope of 1%.
- Refer to architectural drawings for building dimensions and layout.
- All disturbed areas to be revegetated in accordance with the WVDOT Section 652. Lawn area to be Type C-2. Fill and cut slopes to be Type D. Table 652.5-Seed Mixtures.
- E & S measures to comply with the approved General Permit issued by the WDEP OWR.
- Refer to sheets 97206-2 thru 97206-3.

NOTE: SURVEY PERFORMED BY SITE BLAUVELT ENGINEERS

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

SITE PLAN

**FIRST CHURCH OF GOD**  
**KANAWHA COUNTY, WEST VIRGINIA**

DRAWING NO. 97206-5	SCALE: NTS
DATE: APRIL, 2000	DRAWN BY: RKM CHECKED BY: MEP

FIGURE 5





**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**





**LEMLEY DAM MODIFICATION, MONONGALIA CO., WV**



**MONCOVE DAM MODIFICATION, MONROE CO., WV**





**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**



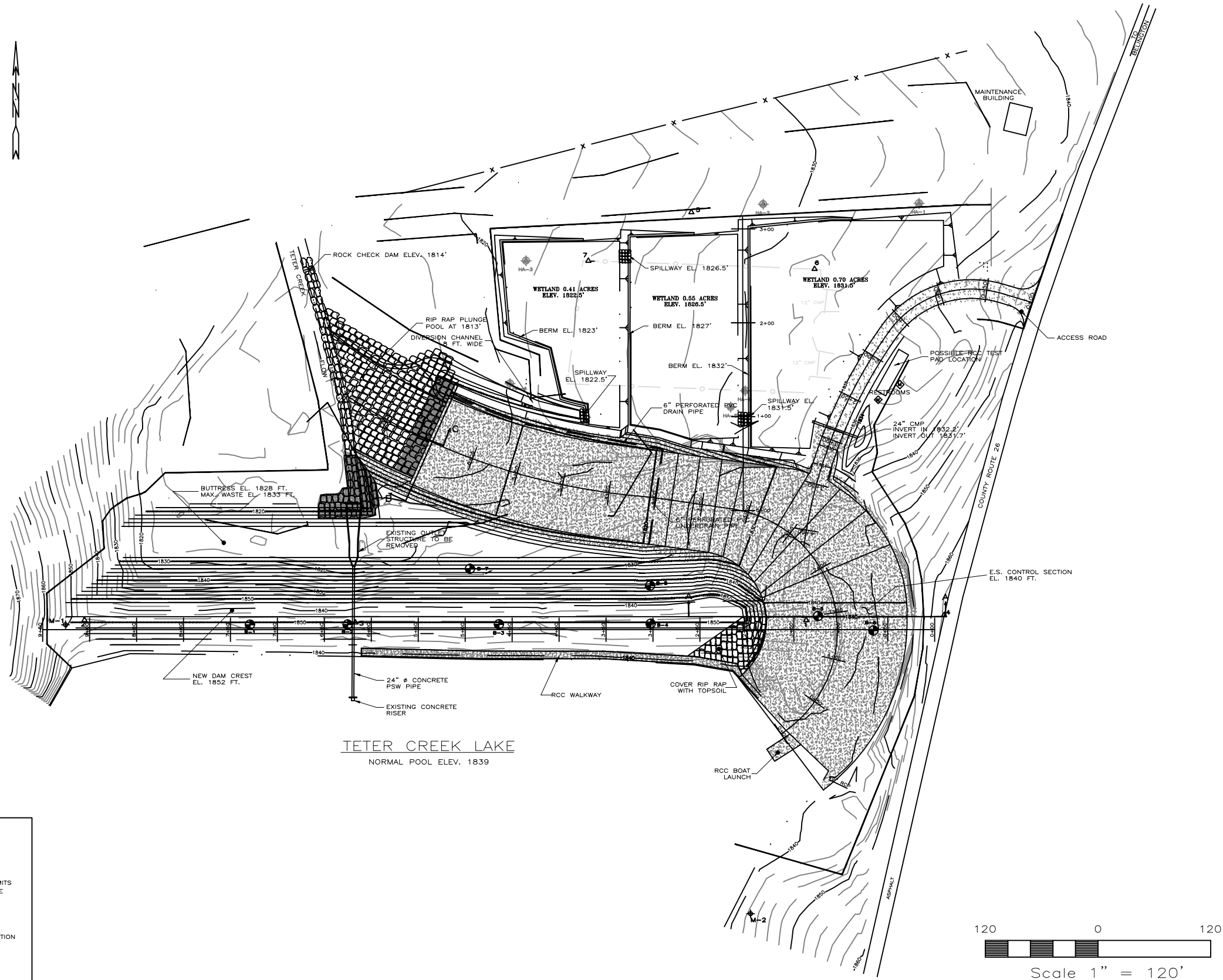
**WARDEN LAKE DAM MODIFICATION, HARDY CO., WV**



REVISIONS			
DATE	BY	DESCRIPTION	
2/22/00	RKM BDJ	ADDED PLUNGE POOL, RCC ON BEGINNING OF SPILLWAY, AND ADDED WETLAND.	
3/16/00	BDJ	REMOVED BERM AND RIGHT CUT OFF WALL, AND ADDED RIP RAP.	

SURVEY DATA			
CONTROL POINT	EASTING	NORTHING	ELEVATION
1	10000.000	10000.000	1846.990
2	9231.321	10000.084	1846.407
3	9519.762	9997.425	1846.647
4	10146.893	10005.343	1862.302
5	9877.703	10434.459	1826.188
6	10008.915	10373.994	1835.135
7	9767.961	10382.644	1826.185
M-1	9211.162	9995.140	1850.663
M-2	9940.742	9687.215	1844.266

NOTE: MONUMENTS ARE 1/2" REBAR



—LEGEND—	
—	WATER SURFACE
—X—	FENCE
—	EXISTING CONTOUR
—	FINISH GRADE
—	CONSTRUCTION LIMITS
—	EXISTING WETLAND LIMITS
—	WOOD BOLLARD FENCE
Δ	CONTROL POINT
M-1	SURVEY MONUMENT
B-1	BORING LOCATION
HA-1	HAND AUGERING LOCATION
—	RIP RAP
—	GROUTED RIP RAP
—	RCC
—	BASESTONE

- NOTES: 1) REFER TO DRAWING NO. 98114-4 FOR PARKING LAYOUT, WALKWAY, AND BOAT RAMP INFORMATION.  
2) SEE DRAWING NO. 98114-7 FOR SECTIONS A-A AND B-B.  
3) E&S MEASURES SHOWN ON DRAWING NO. 98114-3.  
4) SEE DRAWING NO. 98114-20 FOR SECTION C-C

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

**SITE PLAN  
PROPOSED MODIFICATIONS**

**TETER CREEK LAKE DAM  
BARBOUR COUNTY, WEST VIRGINIA**

DRAWING NO.: 98114-7	SCALE: 1" = 120'
DATE: APRIL 8, 1999	DRAWN BY: JCH, RKM CHECKED BY: MEP

FIGURE 7



SURVEY DATA			
MONUMENTS	NORTHING	EASTING	ELEVATION
BM	10039.690	10000.831	2966.000
M-1	10009.966	10173.578	2968.092
M-2	10007.946	9859.062	2969.721

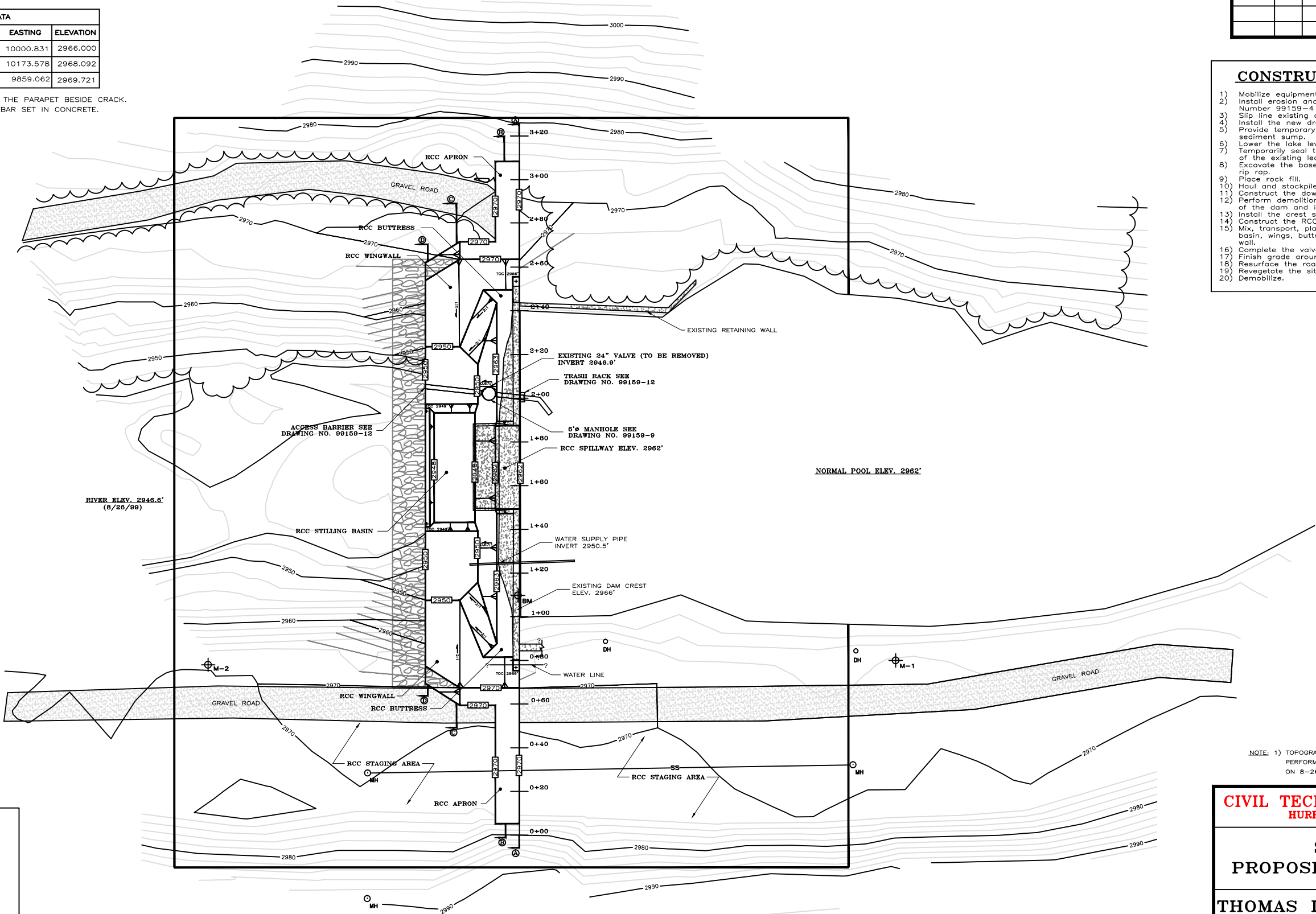
NOTE: BENCH MARK IS A "X" IN THE PARAPET BESIDE CRACK.  
MONUMENTS ARE 3/8" REBAR SET IN CONCRETE.

REVISIONS

DATE	BY	DESCRIPTION

CONSTRUCTION SEQUENCE

- 1) Mobilize equipment, materials, and labor force to the site.
- 2) Install erosion and sediment control measures. See Drawing Number 99159-4 for details.
- 3) Slip line existing drain pipe with new HDPE pipe.
- 4) Install the new drain valve and manhole base.
- 5) Provide temporary piping from the new valve to the sediment sump.
- 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 leaks by parging.
- 8) Excavate the base of the buttress, stilling basin, wings, and rip rap.
- 9) Place rock fill.
- 10) Haul and stockpile aggregate for the RCC.
- 11) Construct 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) Mix, 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.



NOTE: 1) TOPOGRAPHIC MAPPING BASED ON FIELD SURVEY  
PERFORMED BY CIVIL TECH ENGINEERING INC.  
ON 8-26-99, 8-27-99, 9-23, AND 9-24-99.

**CIVIL TECH ENGINEERING, INC.**  
HURRICANE, WEST VIRGINIA

**SITE PLAN**  
**PROPOSED MODIFICATIONS**

**THOMAS DAM MODIFICATIONS**  
**THOMAS, WV**

DRAWING NO.: 99159-6	DATE: JANUARY, 2000	SCALE: 1" = 50'
REVISED: BY:	CHECKED:	DRAWN BY: CDA CHECKED BY: MEP

FIGURE 6



REVISIONS		
DATE	BY	DESCRIPTION

CONTROL POINT SUMMARY			
CONTROL POINT NO.	NORTHING	EASTING	ELEVATION (FT.)
NO. 1 (HUB&TACK)	10000.00	10000.00	2848.10
NO. 2 (HUB&TACK)	10192.80	10000.00	2855.01
NO. 3 (3/8"REBAR)	10110.45	9985.29	2846.60
NO. 4 (3/8"REBAR)	9879.14	9986.92	2847.55
NO. 5 (HUB&TACK)	9983.93	9909.21	2826.47
NO. 6 (HUB&TACK)	10124.14	9780.02	2843.52
NO. 7 (HUB&TACK)	9888.81	9874.29	2851.31
NO. 8 (HUB&TACK)	10015.62	9726.86	2830.93
NO. 9 (HUB&TACK)	10146.44	9680.52	2834.30
NO. 10 (HUB&TACK)	10202.83	9605.05	2845.61
NO. 11 (HUB&TACK)	9938.87	9746.80	2835.78

LEGEND

▲

CONTROL POINT - HUB & TACK

●

CONTROL POINT - 3/8" REBAR

—

PIPE

—

EDGE OF ROAD/PARKING

—

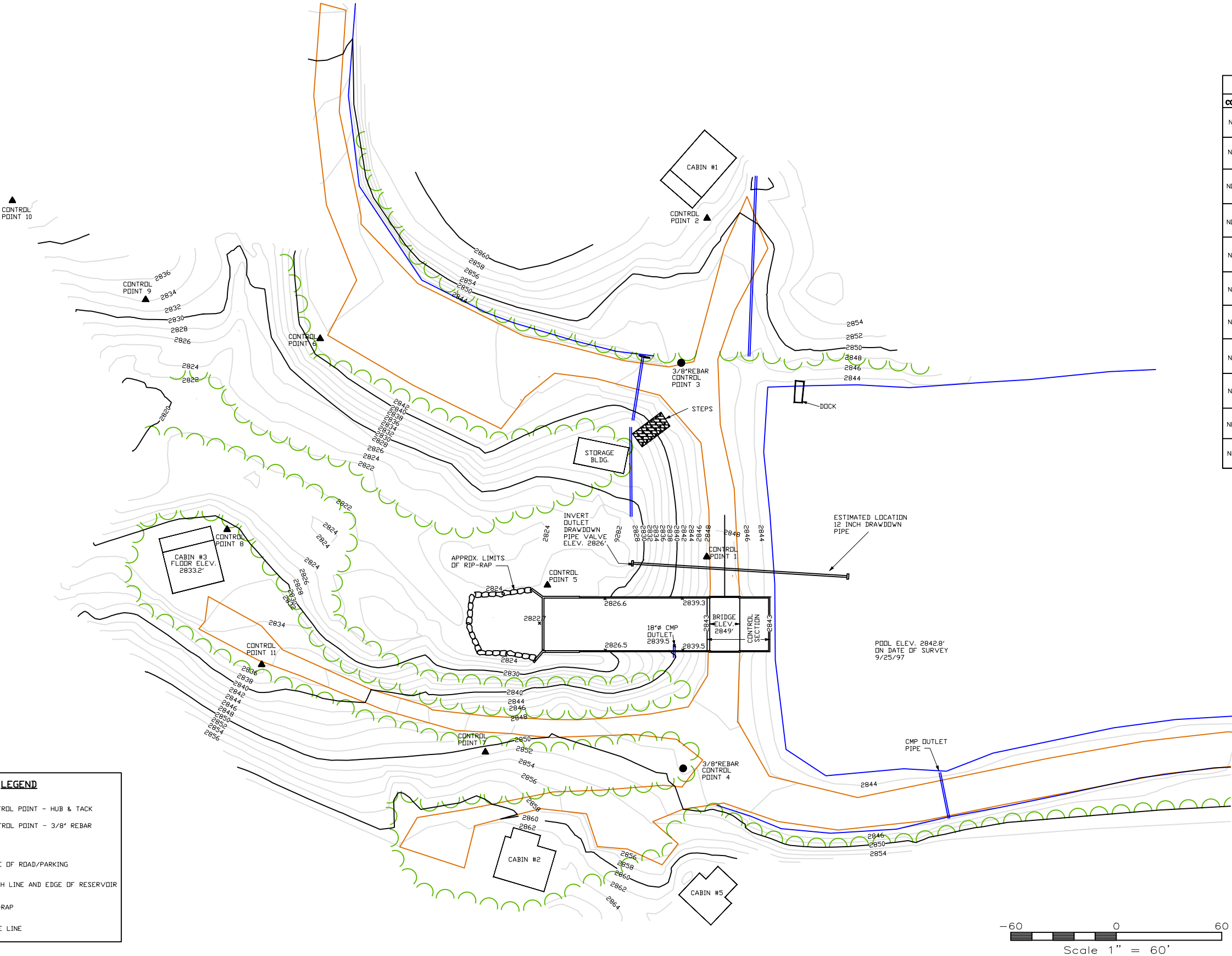
DITCH LINE AND EDGE OF RESERVOIR

—

RIP-RAP

—

TREE LINE



CIVIL TECH ENGINEERING, INC.  
HURRICANE, WEST VIRGINIA

SITE PLAN

SENECA LAKE DAM  
POCAHONTAS COUNTY, WV

DRAWING NO.:  
97165-8

DATE: OCTOBER, 1997

SCALE: 1" = 60'

REVISED:  
BY:

CHECKED:

DRAWN BY: JEP  
CHECKED BY: MEP

FIGURE 8



**RESUME OF MARK E. PENNINGTON**  
**PRESIDENT – CIVIL TECH ENGINEERING INC.**  
**April 22, 2021**

**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                   **-CIVIL TECH ENGINEERING, INC.**  
President                               February 1996 to Present

Chief Engineer                   **-Heeter Construction, Inc., Spencer, WV**  
Vice President                   February 1996 to April 1997

Principal Engineer               **-Triad Engineering, Inc., St. Albans, WV**  
Vice President                   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 more than 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, WVAGR, 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:

- Power Plant Civil Design Services (Coal Fired and Nuclear)
- 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

**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, coal stacking tubes and reclaim tunnels, 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 60 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 30 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**  
4.22.21

**EDUCATION**

BSCE - Civil Engineering - 1988 - University of Kentucky

**CERTIFICATION/REGISTRATION**

Registered Professional Engineer - West Virginia  
Licensed Land Surveyor - West Virginia (inactive)

**EMPLOYMENT HISTORY**

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

**PERTINENT EXPERIENCE**

Ms. Pennington has served as a team member and project manager on AML, civil design, and geotechnical projects involving abandoned mine land reclamation, subsurface investigation, geotechnical analysis, and dam design. She has been responsible for technical analysis and review of all AML projects completed by Civil Tech since 2008. She was responsible for all dam design and rehabilitation projects, and projects performed for the US Army Corps of Engineers (USACE) 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, HEC-RAS, HEC-HMS, Sites, Dams2, and Hydro-cad Computer Modeling Programs
- Stability Analysis using UTEXAS2, PCStable, and USACE Hand Check Methods
- Seepage Analysis using graphical flow net and USACE 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 dam safety inspections, dam breach analysis and risk assessments, geotechnical studies, and dam rehabilitation design projects. Civil Tech has also completed more than 30 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, Adobe Professional, AutoCad, Eagle Point, and Flowmaster,

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.



**RESUME OF CHARLES D. ARTHUR, Jr.**  
**SENIOR DESIGNER**  
**4.22.21**

**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      **Civil Tech Engineering, Inc.**      Hurricane, WV  
Present      *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      **Custom Upholstery**      St. Albans, WV  
June 2000      *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      **American Commercial Barge Line**      Jeffersonville, IN  
June 1999      *Deck Hand*  
Experience rigging barges together, making locks, chipping, grinding, painting, working in close quarters and maintaining tug boats/chemical barges

Jan 1995 to      **Pizza Hut Inc.**      South Charleston, WV  
Aug 1997 and      *Shift Manager*  
July 1989 to      Experience updating customer data, completing close of daily receipts, insuring  
June 1993      that paperwork balances, operating computerized cash register and possessing  
exemplary customer and employee relations

June 1993 to      **First Choice Equipment**      Ashland, VA  
Dec 1994      *Mechanic*  
Experience maintaining tractor-trailers, various welding jobs, paint preparation and painting



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

### **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:

- Public Access Sites and Boat Launch
- 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 ROBERT R. KESSLER**  
**GEOLOGIST**  
**4 - 22 - 21**

**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, Seneca Dam, Cacapon State Park Dams, Rollins Dam No.s 1 and 2, Cedar Lakes Dam No.s 1 and 2, Fairfax Pond Dam, Winfield WS Dam, FMC Sportsman's Club Dams.
Geologist Group Leader	-	Aggregate Group, West Virginia Division of Highways August 1998 to 2004 (retired), Materials Control Division  Division Reorganization
Geologist Testing Group Leader	-	All Materials Testing Sections & Roadway Analysis West Virginia Division of Highways April 1992 to August 1998, Materials Control Division  Division Reorganization
Geologist Technical Advisor	-	West Virginia Department of Transportation January 1986 to April 1992, Materials Control Division  Division Reorganization
Geologist Assistant Director	-	Aggregate Section, West Virginia Department of Highways 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 60 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 SCOTT T. BARNES**  
**SENIOR ENGINEERING TECHNICIAN – CONSTRUCTION MANAGER**  
**12.21.21**

**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.

Resident Technician for Conaway Run Dam Modifications. Responsible for daily oversight of a \$ ½ 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.



## **RESUME OF SCOTT T. BARNES CONTINUED**

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*  
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.



## **RESUME OF SCOTT T. BARNES CONTINUED**

### **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.

### **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.

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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.

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## **RESUME OF SCOTT T. BARNES CONTINUED**

### **Superintendent**

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Outer Banks Contractors, Kitty Hawk, North Carolina.

*1983 – 1992*

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**DNR2200000007 – EOI**





Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Expression of Interest  
Architect/Engr

Proc Folder: 969316

Doc Description: A&E - West Fork River 12 New Boating Public Access Sites

Reason for Modification:

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2021-11-22	2021-12-21 13:30	CEOI 0310 DNR2200000007	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code: WV Oasis Vendor #000000209609

Vendor Name : Civil Tech Engineering Inc.

Address : 300A

Street : Prestige Drive

City : Hurricane

State : WV

Country : USA

Zip : 25526

Principal Contact : Mark E. Pennington

Vendor Contact Phone: 304-757-8094

Extension: NA

**FOR INFORMATION CONTACT THE BUYER**

Joseph E Hager III  
(304) 558-2306  
joseph.e.hageriii@wv.gov

Vendor  
Signature X

FEIN# 55-0757403

DATE December 21, 2021

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



**ADDITIONAL INFORMATION**

The Acquisition and Contract Administration Section of the Purchasing Division ("Purchasing Division") is soliciting Expression(s) of Interest ("EOI" or "Bids") for The Division of Natural Resources to provide necessary engineering, and other related professional services to design as well as provide construction contract administration services to construct or improve boating access sites on the West Fork River in Harrison and Lewis Counties through the creation or improvement of twelve (12) public access sites per the attached specifications and terms and conditions.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV 25305 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue
1	Civil engineering		

Comm Code	Manufacturer	Specification	Model #
81101500			

**Extended Description:**

12 Boating Public Access Sites on the West Fork River.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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# **EXPRESSION OF INTEREST**

## **WV DNR Wildlife Resources Section**

### **West Fork River Boating Access**

#### **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 The Division of Natural Resources (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
- 2. PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide necessary engineering, and other related professional services to design as well as provide construction contract administration services to construct or improve boating access sites on the West Fork River in Harrison and Lewis Counties through the creation or improvement of twelve (12) public access sites (“Project”).
- 3. SCHEDULE OF EVENTS:**

Release of the EOI.....	11/22/2021
Firm’s Written Questions Submission Deadline. ....	12/14/2021
Addendum Issued .....	TBD
Expressions of Interest Opening Date.....	12/21/2021
Estimated Date for Interviews (wk of ?).....	TBD



# **EXPRESSION OF INTEREST**

## **WV DNR Wildlife Resources Section**

### **West Fork River Boating Access**

## **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 07/01/2021



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 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:

Submit Questions to:  
2019 Washington Street, East  
Charleston, WV 25305  
Email:

**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:



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 a 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 prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**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:

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.

**24. E-MAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.



# **EXPRESSION OF INTEREST**

## **WV DNR Wildlife Resources Section**

### **West Fork River Boating Access**

## **SECTION THREE: PROJECT SPECIFICATIONS**

**Location:** Agency is located at 324 Fourth Ave South Charleston, WV and the Project will be completed at twelve (12) access sites along the West Fork River in Harrison and Lewis Counties.

- 1. Background:** The West Fork River is a high-quality stream with fishable populations of black bass, catfish, musky and various other species. Access to the West Fork River is limited in certain areas. Due to its proximity the interstate highway system, it is popular with anglers and boaters alike. This project will provide design, engineering, document preparation, and contract administration for the creation or improvement of twelve sites.
- 2. Qualifications and Experience:** Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.

2.1 In addition to the above, the Vendor should provide information regarding the following:

- a. The successful firm or team should demonstrate a clear procedure for communication with the owner during all phases of the project.
- b. The successful firm or team should demonstrate a history of projects that met the owner's budget and a clear plan to ensure this project can be constructed within the project budget. This plan should be described in detail.
- c. The successful firm or team should demonstrate a history of projects that have been constructed in the time allotted in the contract documents and a clear plan to ensure this project will be constructed within the agreed construction period. This plan should be described in detail.
- d. The successful firm or team should demonstrate competent and acceptable experience in all expected professional disciplines necessary for the design and completion of the project.

- 3. Project and Goals:** The project goals and objectives are:



# **EXPRESSION OF INTEREST**

## **WV DNR Wildlife Resources Section**

### **West Fork River Boating Access**

- 3.1. Goal/Objective 1: Review existing plans and conditions as well as the operation of the facilities and evaluate while communicating effectively with the owner to determine a plan that can be implemented in a manner that will minimize disruption to concurrent operation of the facility and meet all objectives.
- 3.2. Goal/Objective 2: As a portion of this process outlined in Objective 1, provide all necessary services to design the facilities described in this EOI in a manner that is consistent with The Division of Natural Resources needs, objectives, current law, and current code; while following the plan to design and execute the project within the project budget.
- 3.3. Goal/Objective 3: Provide Construction Contract Administration Services with competent professionals that ensures the project is constructed and functions as designed.

4. **Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the EOI process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this EOI. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

- 4.1. **Materials and Information Required at Oral Presentation:**

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



# **EXPRESSION OF INTEREST**

## **WV DNR Wildlife Resources Section**

### **West Fork River Boating Access**

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

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



# EXPRESSION OF INTEREST

## WV DNR Wildlife Resources Section

### West Fork River Boating Access

commence scope of service and price negotiations with the highest qualified professional firm.

3.3.4. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm.

3.3.5. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.

3.4. **Vendor Ranking:** All evaluation criteria is defined in the Procurement Specifications section and based on a 100 point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

- |   |                    |
|---|--------------------|
| • Qualifications and experience                             | 40 Points Possible |
| • Approach and methodology for meeting Goals and Objectives | 40 Points Possible |
| • Oral Interview  | 20 Points Possible |

<b>Total</b>	<b>100 Points Possible</b>
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# **EXPRESSION OF INTEREST**

## **WV DNR Wildlife Resources Section**

### **West Fork River Boating Access**

#### **SECTION FIVE: TERMS AND CONDITIONS**

Terms and conditions begin on the next page.



## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



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

☐ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and the initial contract term extends until \_\_\_\_\_.

**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 \_\_\_\_\_  
Revised 07/01/2021



**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

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

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

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

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



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

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

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

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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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 that insurance requirement is listed in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ 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.

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

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

**10. [Reserved]**

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

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

**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:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**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 regarding 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. 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.

**39. 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.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:



1. 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
2. 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.

**42. 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.



**43. 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.

**44. 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.

**45. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.



**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.

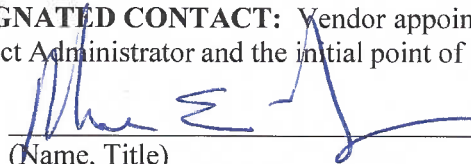
**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**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.

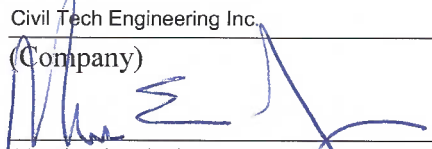


**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

  
\_\_\_\_\_  
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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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

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

December 21, 2021  
\_\_\_\_\_  
(Date)

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



ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: DNR220000007

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- ☒ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

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

Civil Tech Engineering Inc.

Company

Authorized Signature

December 21, 2021

Date

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



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]

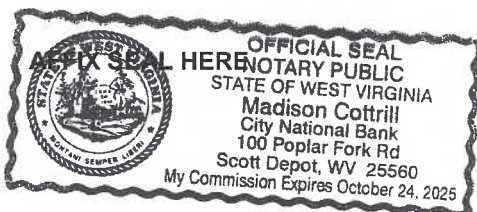
Date: 12/13/21

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 13<sup>th</sup> day of December, 2021.

My Commission expires October 24, 2025.



NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)



**DNR2200000007 – ADDENDUM**





Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Expression of Interest  
Architect/Engr

<b>Proc Folder:</b> 969316			<b>Reason for Modification:</b> Addendum #1 issued to publish agency responses to all vendor submitted questions. (Q&A Attached)
<b>Doc Description:</b> A&E - West Fork River 12 New Boating Public Access Sites			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-12-16	2021-12-21 13:30	CEOI 0310 DNR2200000007	3

<b>BID RECEIVING LOCATION</b>
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

<b>VENDOR</b>		
Vendor Customer Code: WVOasis Vendor#000000209609		
Vendor Name : Civil Tech Engineering Inc.		
Address : 300A		
Street : Prestige Drive		
City : Hurricane		
State : WV	Country : USA	Zip : 25526
Principal Contact : Mark E. Pennington		
Vendor Contact Phone: 304-757-8094	Extension: NA	

<b>FOR INFORMATION CONTACT THE BUYER</b> Joseph E Hager III (304) 558-2306 joseph.e.hageriii@wv.gov
--

Vendor Signature X 	FEIN# 55-0757403	DATE December 21, 2021
---	------------------	------------------------

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



**ADDITIONAL INFORMATION**

The Acquisition and Contract Administration Section of the Purchasing Division ("Purchasing Division") is soliciting Expression(s) of Interest ("EOI" or "Bids") for The Division of Natural Resources to provide necessary engineering, and other related professional services to design as well as provide construction contract administration services to construct or improve boating access sites on the West Fork River in Harrison and Lewis Counties through the creation or improvement of twelve (12) public access sites per the attached specifications and terms and conditions.

**INVOICE TO****SHIP TO**

DIVISION OF NATURAL RESOURCES  
PARKS & RECREATION-PEM SECTION  
324 4TH AVE  
SOUTH CHARLESTON WV 25305  
US

STATE OF WEST VIRGINIA  
JOBSITE - SEE SPECIFICATIONS  
No City WV 99999  
US

Line	Comm Ln Desc	Qty	Unit Issue
1	Civil engineering		

Comm Code	Manufacturer	Specification	Model #
81101500			

**Extended Description:**

12 Boating Public Access Sites on the West Fork River.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
-------------	--------------	-------------------



**SOLICITATION NUMBER:** CEOI 0310 DNR2200000007

**Addendum Number:**

No.01

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

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

1. To publish agency responses to all vendor submitted questions

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

**Terms and Conditions:**

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



# ATTACHMENT A



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CEOI DNR22\*07**

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

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

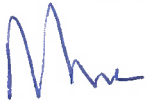

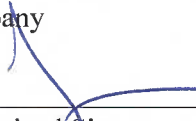
**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Civil Tech Engineering Inc.

    
Company  
Authorized Signature

December 21, 2021

Date

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



**Questions from vendors for CEOI DNR 22\*07 West Fork River 12 New Boating Access Sites**

**Q.1.** Have there been any previous studies or engineering reports regarding boating access along this stretch of the West Fork River that are available?

**A.** No





Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Expression of Interest  
Architect/Engr

<b>Proc Folder:</b> 969316			<b>Reason for Modification:</b> Addendum #1 issued to publish agency responses to vendor submitted questions.
<b>Doc Description:</b> A&E - West Fork River 12 New Boating Public Access Sites			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-12-15	2021-12-21 13:30	CEOI 0310 DNR2200000007	2

<b>BID RECEIVING LOCATION</b>
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

<b>VENDOR</b>		
<b>Vendor Customer Code:</b> WV Oasis Vendor #000000209609		
<b>Vendor Name :</b> Civil Tech Engineering Inc.		
<b>Address :</b> 300A		
<b>Street :</b> Prestige Drive		
<b>City :</b> Hurricane		
<b>State :</b> WV	<b>Country :</b> USA	<b>Zip :</b> 25526
<b>Principal Contact :</b> Mark E. Pennington		
<b>Vendor Contact Phone:</b> 304-757-8094	<b>Extension:</b> NA	

<b>FOR INFORMATION CONTACT THE BUYER</b>
Joseph E Hager III (304) 558-2306 joseph.e.hageriii@wv.gov

<b>Vendor Signature X</b> 	<b>FEIN#</b> 55-0757403	<b>DATE</b> December 21, 2021
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All offers subject to all terms and conditions contained in this solicitation



**ADDITIONAL INFORMATION**

The Acquisition and Contract Administration Section of the Purchasing Division ("Purchasing Division") is soliciting Expression(s) of Interest ("EOI" or "Bids") for The Division of Natural Resources to provide necessary engineering, and other related professional services to design as well as provide construction contract administration services to construct or improve boating access sites on the West Fork River in Harrison and Lewis Counties through the creation or improvement of twelve (12) public access sites per the attached specifications and terms and conditions.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV 25305 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue
1	Civil engineering		

Comm Code	Manufacturer	Specification	Model #
81101500			

**Extended Description:**

12 Boating Public Access Sites on the West Fork River.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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**SOLICITATION NUMBER:** CEOI 0310 DNR2200000007

**Addendum Number:**

**No.01**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

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

1. To publish agency responses to all vendor submitted questions

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

**Terms and Conditions:**

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



# ATTACHMENT A



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CEOI DNR22\*07**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Civil Tech Engineering Inc.  
\_\_\_\_\_  
Company  
  
\_\_\_\_\_  
Authorized Signature  
December 21, 2021  
\_\_\_\_\_  
Date

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