



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 915025

Procurement Type: Central Purchase Order

Vendor ID: 000000203864

Legal Name: S & S ENGINEERS INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 08/12/2021

Response Time: 12:47

Responded By User ID: ssengineers

First Name: Jessie

Last Name: Parker, Jr.

Email: jop@s-s-eng.com

Phone: 304-342-7168

SO Doc Code: CEOI

SO Dept: 0603

SO Doc ID: ADJ2200000003

Published Date: 7/28/21

Close Date: 8/12/21

Close Time: 13:30

Status: Closed

Solicitation Description: South Gate Road Slip Stabilization Design-Camp

Total of Header Attachments: 2

Total of All Attachments: 2



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: 915025
Solicitation Description: South Gate Road Slip Stabilization Design-Camp Dawson
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2021-08-12 13:30	SR 0603 ESR08122100000000958	1

VENDOR
 000000203864
 S & S ENGINEERS INC

Solicitation Number: CEOI 0603 ADJ2200000003
Total Bid: 0
Response Date: 2021-08-12
Response Time: 12:47:30
Comments:

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@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	South Gate Road Slip Stabilization Design-Camp Dawson				

Comm Code	Manufacturer	Specification	Model #
81101508			

Commodity Line Comments: No Bid

Extended Description:

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

WV Army National Guard



ARCHITECTURAL / ENGINEERING PROPOSAL FOR SOUTH GATE ROAD SLIP STABILIZATION DESIGN CAMP DAWSON

Presented by:

S & S Engineers, Inc.

501 EAGLE MOUNTAIN ROAD
CHARLESTON, WV 25311
(304) 342-7168

507 RICHLAND AVENUE, SUITE 201
ATHENS, OH 45701
(740) 447-5000



New River Engineering, Inc.

202 SCHOOL DRIVE
SHREWSBURY, WV 25015
(304) 595-3290





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: 915025			Reason for Modification:
Doc Description: South Gate Road Slip Stabilization Design-Camp Dawson			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-28	2021-08-12 13:30	CEOI 0603 ADJ2200000003	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : S&S Engineers, Inc.

Address : 501 Eagle Mountain Road

Street :

City : Charleston

State : WV **Country :** USA **Zip :** 25311

Principal Contact : Christopher Burford

Vendor Contact Phone: (304) 342-7168 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 55-060197 **DATE** 8/12/21

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

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

S & S Engineers, Inc., Christopher Burford, COO

(Name, Title)

Christopher Burford, COO

(Printed Name and Title)

501 Eagle Mountain Road, Charleston, WV 25311

(Address)

(304) 342-7168 / (304) 342-7169

(Phone Number) / (Fax Number)

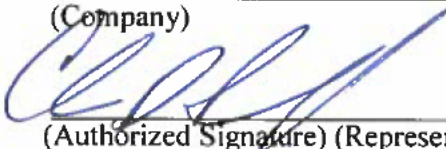
cburford@nrei-wv.com

(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.

S & S Engineers, Inc.

(Company)



Christopher Burford, COO

(Authorized Signature) (Representative Name, Title)

Christopher Burford, COO

(Printed Name and Title of Authorized Representative)

8/12/2021

(Date)

(304) 342-7168 / (304) 342-7169

(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: S & S Engineers, Inc

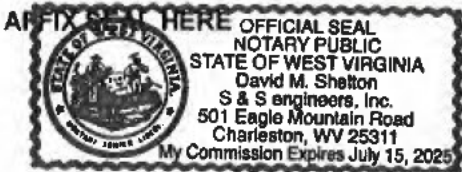
Authorized Signature: [Signature] Date: 8/12/21

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 12 day of August, 2021.

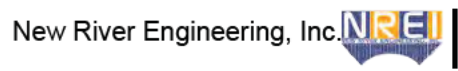
My Commission expires July 15, 2025.



NOTARY PUBLIC [Signature]



S & S Engineers, Inc.
Proposal for WV Army National Guard



New River Engineering, Inc.

CAMP DAWSON SOUTH GATE ROAD SLIP STABILIZATION DESIGN PROJECT

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Camp Dawson South Gate Road Slip Stabilization Design Project

EXPRESSION OF INTEREST

S & S Engineers, Inc. (S & S) and New River Engineering Inc. (NREI) is pleased to express our interest in providing engineering services to the West Virginia Army National Guard for the proposed project. S & S Engineers was established in 1980 and NREI was established in 1998 giving both companies a combined 60 years of experience. Our team is a West Virginia based civil / environmental engineering firm and is noted for design excellence and client focus. Our team's integrated design approach, our commitment to design quality, as well as our local architectural and construction experience will help to ensure the quality of services that we will provide to the West Virginia Army National Guard and its customers. Below, please find additional qualifications that make our team uniquely qualified to assist you with your project:

We have experience in the development of similar projects throughout West Virginia and has a history of providing high quality design services throughout West Virginia, Kentucky, Ohio and Virginia. This quality has been recognized by the quantity of our repeat clients. We will use our engineering abilities and extensive design experience to the Town's advantage.

As President of our firm, Mr. Jessie O. Parker, Jr., P.E. will lead the project effort for the Town. Mr. Parker has a Bachelor of Science in Civil Engineering from WVU Institute of Technology and a Master of Science in Engineering from Marshall University. Mr. Parker has a vast amount of experience working in the municipal market and has spent his entire career in the utility / infrastructure sector of engineering. Mr. Parker will be assisted by Matt Shelton, VP, PM, Mr. Christopher Burford, COO, PM, Mr. Ashok Sanghavi, P.E., DEE, QEP, Mr. Mike Yandrich, P.E., Mr. Randy Crace, P.S., Mr. Charles Kurzyna P.E., P.S., Mr. Charles Strope P.E., and the rest of our staff.

We have the training, experience, and multi-discipline support to meet the needs of our clients. Due to our small size our Engineers and Architects become well rounded and deeply involved with each Project. Our Engineers and Architects are able to put their heads together to create an excellent working knowledge of each project creating high quality, personalized, and professional services. We would like to thank you for this opportunity and if we can be of service to you in this matter, please don't hesitate to contact us at (304) 342-7168.



COMPANY PROFILE

S & S ENGINEERS, INC.

S & S Engineers, Inc. is an engineering, surveying, and consulting firm founded in 1980 in Charleston, WV and has been providing quality service to our clients for over 40 years. The firm is currently managed by Mr. Jessie O. Parker, P.E. - President, Mr. Christopher D. Burford - COO and Mr. Matt Shelton - Vice President. S & S has successfully provided an integrated approach to utility projects for our clients. S & S provides professional services to facility owners and operators, architects, and contractors throughout West Virginia, Kentucky, Ohio, Virginia and North Carolina and many others. S & S services range through all facets of civil engineering design as well as construction administration and project management.

S & S remains committed to the idea of providing high quality, client focused, design solutions that meet budget and schedule requirements. This commitment to quality has been recognized through the long-term client relationships that we have developed. S & S has the qualified professionals available to provide services throughout the duration of a project from the initial planning phases through construction completion and beyond.

S & S utilizes the abilities of designers with many years of experience in their area of expertise, teamed with younger designers on a "best resource for the project approach". We also provide project management services at levels ranging from general oversight to complete project delivery through all phases of design and construction. Our personnel have worked in both the private and public sector and are familiar with many methods of project delivery.

S & S has developed the following philosophy to guide the performance of its services:

- Provide superlative design services to our clients in new construction, improvements, and daily operations.
- Perform work in a timely, accurate and professional manner.
- Present multiple alternatives and solutions whenever possible.
- Work with our clients to control project costs.
- Be a technical sounding board for our clients in all situations.
- Strive to maintain professional competency through continuing education and training.

S & S utilizes a practical application approach to all projects throughout the design process to provide a well-rounded result. This methodology emphasizes the best overall solution, meeting all the client's needs, instead of just the best technical solution. We believe our small size provides a distinct advantage to our clients and affords us the freedom to easily team with the clients to achieve the overall best possible result.



COMPANY PROFILE

NEW RIVER ENGINEERING, INC.

New River Engineering, Inc. (NREI) is an engineering, surveying, and consulting firm that has been providing quality service to the industries for over 20 years. Mutual respect and trust are the cornerstones in the relationships established and maintained with our clients. NREI strives to perform all work in a professional and cost effective manner, while providing our clients with quality and excellence. NREI primarily serves the coal, oil & gas, timber, and construction industries.

Our staff combines advanced technology with many decades of surveying, mining and engineering experience and includes two professional engineers, one professional surveyor, four degreed engineers, AutoCAD/engineer technicians and ten full time survey crews.

As a full service engineering and surveying firm, NREI can provide a whole host of services to our clients including, but not limited to the following:

- Construction Design
- Construction Management
- Construction Surveying
- Geotechnical Engineering & Drilling Management
- Environmental Permitting (WVDEP, NPDES, OAQ and USACOE)
- Underground / Surface Mine Engineering
- Underground / Surface Mining Surveying
- Civil Site Design / Engineering / Planning
- Drainage Design / Engineering / HECRAS
- Aerial Mapping
- Compaction Testing with Nuclear Density Gauge
- Subsurface Utility Locate Surveys with Ground Penetrating Radar & Pipe and Cable Locators
- Ohio DNR Environmental Permitting
- Oil & Gas Surveying
- Boundary & Property / Topographical Surveying
- GPS RTK & Static Surveying
- Reserve Studies



SCOPE OF WORK

The West Virginia Army National Guard, located in Preston County, West Virginia is currently in the process of selecting a consulting engineer in regard to provide professional design services to develop construction documents to address the second South Gate Road Slip Stabilization at Camp Dawson, WV.

The West Virginia Army National Guard is requesting the following engineering services to be provided:

- Provide a complete design including all engineering disciplines to prepare construction bid documents for the WV State Purchasing Division. The key design elements include: stabilizing the road embankment, rebuilding the road, and protecting the stream below the site.
- Design and prepare construction drawings, bid specifications and bid documents. Provide a complete design for the South Gate Access road.
- If required, provide all geotechnical work to include any necessary drill borings. Designer is responsible for researching and investigating the location of existing underground and above ground utilities, and provide drawings and specifications of any and all utility and road infrastructure as needed and directed by the owner and/or state agency, utility company or other utility approval authority for Kingwood, WV.
- Monitor and inspect construction activities to insure compliance with plans and specifications.
- Any other services required by the Town for the implementation of this project.



PLAN OF APPROACH

S & S Engineers, Inc. (S & S) and New River Engineering Inc. (NREI) is fully aware of community needs having served various communities in West Virginia for over 40 years. S & S and NREI believes in offering personal services as well as professional services.

S & S and NREI believes in a team approach for the development of projects. Therefore, our first task will be to meet with the Town officials to review existing data, reports, etc., and to ascertain the need of the community. Following data gathering, We will then evaluate alternatives and develop a cost-effective proposal that meets existing and future needs. Throughout the process, Town officials will be kept informed and involved in all important matters.

S & S and NREI will assist the Town in preparation and submission of any funding application needs. Once the funding has been secured, we will then begin to develop detailed engineering drawings and specifications for the project. As information is gathered, it will be reviewed with Town officials to allow comment and coordination as the project progresses. The project engineer will be involved during all phases of developing a project, obtaining funding, design and construction to assure coordination with the Town personnel, and regulatory and funding agencies.

PRELIMINARY ENGINEERING REPORT

Our next task will be the preparation of a Preliminary Engineering Report (PER). Specifically, the report will be organized in accordance with regulatory and funding agency requirements as follows:

1. Introduction and Overview
2. Planning Area and Future Needs
3. Evaluation of the Existing System
4. Proposed Improvements/Upgrades
5. Alternate Solutions
6. Cost Estimates – Capital and O & M
7. Environmental Issues
8. Public Participation
9. Final Plan Selection
10. Implementation

Prior to publication of the final report, all information will be shared and reviewed with the Town officials to assure that concerns are addressed.



DESIGN PHASE

S & S and NREI will prepare contract documents including plans and specification conforming to funding agencies requirements. Our design phase will be carried out as follows:

1. Define Existing Conditions
 - a. Assemble and evaluate data to eliminate conflicts and redundancy
 - b. All major decisions regarding data will be discussed with Town officials. Important data sources include, but are not limited to the following:
 1. West Virginia Army National Guard
 2. Local Health Department
 3. WV Department of Environmental Protection
 4. USDA Rural Development
 5. WV Division of Highways (DOH)
 6. Soil Conservation Service
 7. U.S. Corps of Engineers
 8. Local Citizens and Groups
2. Identify Project Work
 - a. Evaluate existing data, reports and design drawings, if available
 - b. Evaluate existing road system
 - c. Evaluate environmental aspects
 - d. Summarize existing problems and make presentation
3. Preliminary Design
 - a. Preliminary layout of proposed improvements of the road slip area
 - b. Land surveys for mapping, rights-of-way, and / or land acquisitions
 - c. Coordination with the WV Army National Guard, DEP, USDA-RD and DOH
 - d. Preliminary Cost Estimates
 - e. Preliminary review with the WV Army National Guard
4. Final Design
 - a. Incorporate review comments from the WV Army National Guard, DEP, USDA-RD, DOH, and other agencies
 - b. Prepare detailed specifications and final design report in accordance with state and federal guidelines
 - c. Attend public meetings
 - d. Prepare final cost estimates
 - e. Secure permits from DEP, DOH, and other agencies
 - f. Prepare bid documents
 - g. Conduct pre-bid conference
 - h. Assist in advertising for bids, attend bid opening and assist in evaluation of bids with recommendations for awarding the construction of the project(s)



CONSTRUCTION PHASE

S & S and NREI will provide the following services during the construction phase of the project:

1. Administrative Services
 - a. Assist and advise the WV Army National Guard in the preparation of construction contracts for signature(s)
 - b. Issue a "Notice to Proceed" to the appropriate Contractor(s)
 - c. Provide consultation and advise the WV Army National Guard during construction
 - d. Preparation of elementary and supplementary sketches and / or drawings required to resolve problems arising from actual field conditions encountered
 - e. Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules, and samples, results of tests and inspections, other data which the contractor(s) is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents
 - f. Receive and review maintenance and operating instructions, schedules, guarantees, bond and certificates of inspections which are to be assembled by the contractor(s) in accordance with the contract documents
 - g. Review and approve requests for periodic and final payments to the contractor(s)
 - h. Issue certificates of completion to the WV Army National Guard for completed construction contracts
 - i. Review original drawings and provide to the Town a digital copy on disk and two (2) sets of black line prints of "as-built" plans
 - j. Advise the WV Army National Guard whether the project can meet the project performance standards
 - k. Attend monthly meetings during the construction period
 - l. Represent the WV Army National Guard in technical matters and litigation, if required
 - m. Provide engineering services during start-up of the facility
 - n. Provide one (1) year project performance certification

2. Field Services
 - a. A Qualified Design Professional will make periodic visits to the site to observe the progress and quality of the executed work, and determine, in general, if the work is proceeding in accordance with the contract documents



- b. Efforts will be directed toward providing assurance to the WV Army National Guard that the completed project will conform to the requirements of the contract documents
 - c. Make general monthly construction progress reports to the WV Army National Guard
 - d. Observe initial operation of the project, or any performance tests as required by the specifications
 - e. Make final inspection and report on the completed project
 - f. Advise the Town of any special test or necessary outside services that may be required to assist construction of the project
 - g. On the date, one (1) year after the initiation of the operation of the project, a Professional Engineer shall certify to the Town whether the project can meet the project performance standards in accordance with requirements for the project
3. Resident Inspection Services During Construction
- a. A Resident Project Representative(s) will be furnished for each construction contract (as a minimum) to provide extensive representation at the project site during the construction phase
 - b. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative(s), the WV Army National Guard will be provided further protection against defects and deficiencies in the work
 - c. In addition to the general duties outlined above, the Resident Project Representative(s) will:
 - 1. Observe the installation of approved materials and equipment and construction techniques and procedures in accordance with contract documents
 - 2. Aid in public relations activities as the construction progresses through private property
 - 3. Monitor the construction schedule and report conditions which may cause delay in completion
 - 4. Review contract documents with the contractor's superintendent
 - 5. Obtain necessary interpretations and transmit them to the contractor
 - 6. Consider the contractor's suggestions and recommendations, evaluate them and submit them with recommendations for a final decision
 - 7. Attend field meetings as directed and report on the proceedings
 - 8. Observe tests required by the contract documents, and record and report test procedures and, where applicable, the results
 - 9. Maintain records at the construction site in an orderly manner, including correspondence, change orders, supplementary drawings, requests for payment, and names and addresses of contractors, subcontractors, and principal

10. Keep a journal or log book recording time and activities related to the project, weather conditions, nature and location of work being performed, verbal instructions and interpretations given to the contractor, and specific observations, record any occurrence of work that might result in a claim for a change of contract sum or contract time, and maintain a list of visitors, their titles, and time and purpose of their visit
11. Review applications for payment submitted by the contractor and forward them with recommendations for disposition
12. Prepare a punch list as construction nears completion and inform contractor of items on punch list
13. Assist in final inspection of the work

SPECIAL SERVICES

1. Land Surveys
 - a. Easements and right-of-way plat maps
 - b. Verify existing aboveground and underground utilities
 - c. Construction stakeout of proposed improvements of the storm water system
1. Attendance at Public Meetings to represent the Town on technical matters
2. Attendance at Technical Meetings with the Town, DEP, USDA-RD, etc.
3. Furnish technical assistance to the accountant and legal staff
4. Provide technical testimony before courts and / or administrative hearings related to the project



PROJECT EXPERIENCE

1. Nitro Regional Wastewater Utility, Kanawha County, WV

- **Description:** Planning, design, and construction management of a sewer line extension and construction of a new Belt Filter Press Building and Belt Filter Press.
- **Funding Source:** WVDEP-CWSRF
- **Project Cost:** \$8,226,840, completed project approximately \$100,000 under budget and used savings to upgrade the wastewater treatment plant headworks
- **Project Status:** Completed 2017

2. Green Valley-Glenwood PSD, Mercer County, WV

- **Description:** Planning, design, and construction management of a 1,000 gpm pump station, force main, upgrade of the UV unit at the WWTP and related work.
- **Funding Source:** WVDEP-CWSRF
- **Project Cost:** \$890,330, completed project approximately \$50,000 under budget and used savings to purchase additional equipment
- **Project Status:** Completed 2015

3. City of Sistersville, Tyler County, WV

- **Description:** Planning, design, and construction management of a new wastewater collection system in the Hanford City area with pump station and related work.
- **Funding Source:** WVDEP-CWSRF
- **Project Cost:** \$1,100,000, completed project approximately \$100,000 under budget and used savings to replace approximately 800 LF of existing sewer line
- **Project Status:** Completed 2014

4. City of St. Marys, Pleasants County, WV

- **Description:** Planning, design, and construction management of Phase II which included replacement of water and sewer lines in several city blocks, one (1) water storage tank, street paving and related work.
- **Funding Source:** WVBPH-DWTRF & WVDEP-CWSRF
- **Project Cost:** \$7,740,000, completed project approximately \$550,000 under budget and used savings to purchase equipment
- **Project Status:** Completed 2014



PROJECT EXPERIENCE

5. Nitro Regional Wastewater Utility, Kanawha County, WV

- **Description:** Planning, design, and construction management of an upgrade of the wastewater treatment plant's elevated headworks, installation of two (2) new Parshall flumes and flowmeters, construction of a new 80'x44' garage / maintenance building and replacement of Pump Station No. 7.
- **Funding Source:** WVDEP-CWSRF
- **Project Cost:** \$3,035,000, completed project approximately \$180,000 under budget and used savings to purchase equipment
- **Project Status:** Completed 2012

6. Kanawha PSD, Kanawha County, WV

- **Description:** Planning, design, and construction management of 6 miles of gravity sewer & force mains, two (2) pump stations and three (3) grinder pump stations for Winifrede Hollow.
- **Funding Source:** WVDEP-CWSRF
- **Project Cost:** \$5,370,000, completed project approximately \$450,000 under budget and used savings to purchase equipment, replaced diffusers in aeration basins at the WWTP, constructed a new laboratory
- **Project Status:** Completed 2011

7. City of St. Marys, Pleasants County, WV

- **Description:** Planning, design, and construction management of Phase I which included replacement of water and sewer lines in 12 city blocks, replacement of an existing reservoir with a 500,000-gallon water storage tank and another 270,000-gallon water storage tank.
- **Funding Source:** USDA-RD
- **Project Cost:** \$5,000,000, completed project approximately \$320,000 under budget and used savings to replace all existing meters with radio frequency meters, purchase equipment
- **Project Status:** Completed 2010

8. Town of Winfield, Putnam County, WV

- **Description:** Planning, design, and construction management of the replacement of three (3) pump stations and force mains, upgrade of one pump station, gravity sewer replacement, and lagoons cleaning with land application of sludge on farmlands.
- **Funding Source:** WVDEP-CWSRF
- **Project Cost:** \$2,300,000, completed project approximately \$130,000 under budget and used savings to purchase equipment
- **Project Status:** Completed 2010



FUNDING

S & S and NREI will assist the WV Army National Guard in preparation and submission of the grant / loan funding application to the WV Infrastructure & Jobs Development Council (IJDC), US Department of Agriculture - Rural Development (USDA-RD), WV Bureau of Public Health (BPH) - Drinking Water Treatment Revolving Fund (DWTRF), WV Department of Environmental Protection (DEP) – Clean Water State Revolving Fund (CWSRF), HUD - Community Development Block Grant (CDBG), Appalachian Regional Commission (ARC), Governor's Partnership Grant, Private Bank funding, etc. We will represent the WV Army National Guard and coordinate with the various funding agencies to obtain a favorable funding package. Once the funding has been secured, We will then begin to develop detailed engineering drawings and specifications for the project. As information is gathered, it will be reviewed with Town officials to allow comment and coordination as the project progresses. The project engineer will be involved during all phases of developing a project, obtaining funding, design and construction to assure coordination with the Town personnel, and regulatory and funding agencies.



PROJECT MANAGEMENT

With over 100 years of combined professional experience, the project team will be made up of the following personnel, along with the rest of S & S Engineers and New River Engineering:

Jessie O. Parker, Jr., P.E. Email: jop@s-s-eng.com	President (S&S) / Principal Engineer
Christopher D. Burford Email: cburford@nrei-wv.com	Chief Operating Officer / President (NREI)
D. Matt Shelton Email: dms@s-s-eng.com	Vice President (S&S) / Project Manager
Michael Noel, NCARB Email: mike.noel5050@gmail.com	Lead Architect
Michael Yandrich, P.E., M.S. Email: mjy@s-s-eng.com	Senior Engineer
Ashok M. Sanghavi, P.E., DEE, QEP Email: a.sanghavi@s-s-eng.com	Senior Engineer
Charles "Chuck" B. Kurzyna, P.E., P.S. Email: ckurzyna@nrei-wv.com	Vice President (NREI) / Sr. Engineer/Surveyor
Charles "Charlie" T. Strobe, P.E. Email: cstrobe@nrei-wv.com	Senior Engineer
Randy B. Crace, P.S. Email: r.crace@s-s-eng.com	Senior Surveyor
J. Michael "Mike" Green, P.S. Email: mgreen@greenandassoc.net	Senior Surveyor
Benjamin "Ben" Treadway Email: btreadway@nrei-wv.com	Engineer / Project Manager
Vincent "Vince" Scriptunas Email: vscriptunas@nrei-wv.com	Senior Engineer
Will Harless Email: wharless@nrei-wv.com	Project Manager / Engineer





S & S Engineers, Inc.
Proposal for WV Army National Guard

New River Engineering, Inc.



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RESUMES OF KEY PERSONNEL



Jessie O. Parker, JR., P.E.

President: S & S Engineers, Inc.

P.E.: New River Engineering, Inc.

P.E.: Green and Associates, LLC

EXPERIENCE

PROFESSIONAL ENGINEER

Mr. Parker began his career at S & S in 2003 working on a variety of environmental projects throughout West Virginia, Kentucky, Ohio and Virginia. Mr. Parker has served in the capacity of Engineer, Project Manager, and Principal in Charge for a variety of projects at S & S. This experience includes environmental, water supply, wastewater, storm water and drainage projects. Mr. Parker's responsibilities include planning, design and construction administration.

Mr. Parker also has experience in grading plans, construction management, payment request approvals, quantity & cost estimates, and has worked with City, Town & PSD personnel, regulatory and funding agencies, as well as contractors.

Mr. Parker has proven to move projects forward in a professional, cost-effective and timely manner. Has extensive knowledge of the state and federal water supply, and wastewater laws and regulations and is very familiar with federal and state grant and loan programs.

EDUCATION

Bachelor of Science

Civil Engineering
West Virginia University
December 2002

Master of Science

Engineering
Marshall University
May 2006

CERTIFICATIONS

Environmental Site
Assessment
Commercial Real Estate
December 2016

Professional Engineer (WV)
Professional Engineer (OH)
Professional Engineer (KY)
Professional Engineer (VA)
Professional Engineer (NC)

PROFESSIONAL AFFILIATIONS

Water Environment Federation
American Water Works Association
American Society of Civil Engineers
Society of American Military Engineers
West Virginia Rural Water Association
Contractors Association of West Virginia





Christopher D. Burford

President: New River Engineering, Inc.

COO / Sr. Project Manager : S & S Engineers, Inc.

Managing Member: Green and Associates, LLC

Managing Member: New River Safety, LLC

Managing Member: Ellison Ridge Mining, LLC

Mr. Burford has been with NREI for over fifteen years. As the President and Project Manager for New River Engineering, Inc., he is in charge of Surface and Underground Mining Permit Applications, is the Manager of Surveying Crews, manages State and Federal Safety Plans and Permits, is in charge of Construction Oversight & Construction Management, and Mine Planning.

EXPERIENCE

President and Senior Project Manager

New River Engineering Inc. (since 2004) for surface and underground mining permit applications, manager of surveying crews, state and federal safety plans and permits, mine planning

Managing Member

Green and Associates, LLC, St. Clairsville OH (since 2018) - manager and supervisor of survey crew and office personnel, business development, and coordination with clients on various projects.

Managing Member

New River Safety, LLC - Manager and Supervisor of safety instructors, electrical inspectors, and office personnel, business development, and coordination with clients and government entities

EDUCATION

Associate of Science

Civil Engineering Technology
West Virginia University, Institute of Technology, May 2004

CERTIFICATIONS

- Certified Underground Coal Miner
- Certified Surface Coal Miner
- MSHA Certified Limited Instructor
- MSHA Certified Gravimetric Dust Sampling
- MSHA Certified Gravimetric Dust Calibration & Maintenance
- Heartsaver First Aid, CPR & AED Certified
- Safe Land USA PEC Safety
- MSHA—Methane / Oxygen Deficiency Qualified
- APNGA Portable Nuclear Gauge Safety & USDOT Hazmat Certified (#299-160-926-311)
- APNGA Certificate of Achievement - Radiation Safety Officer Class (#299-160-994-3161)

PROFESSIONAL AFFILIATIONS

- Contractors Association of West Virginia
- West Virginia Rural Waters Association
- West Virginia Coal Association
- Friends of Coal Association



EXPERIENCE (Christopher D. Burford)

Managing Member

Ellison Ridge Mining, LLC - management and oversight of various sub-contractors over mining, reclamation, and civil site construction projects, business development, and coordination with clients and government entities.

TECHNICIAN

Technician / Installer for HVAC Systems, service and repair on residential and commercial HVAC, cellular phone cell sites, commercial refrigeration, and the design of duct systems.

RESEARCHER

Fayette County (WV) researcher for deeds, map books, parcel properties and taxes, assessment of properties.





D. Matt Shelton

Vice President: S & S Engineers, Inc.

Project Manager: New River Engineering, Inc.

Project Manager: Green and Associates, LLC

EXPERIENCE

VICE PRESIDENT

Mr. Shelton began his career at S & S in 2004 working in civil engineering fields such as site development, water supply, wastewater, storm water and drainage. Also has experience in surveying, construction management, record keeping, quantity and payment reviews, inspection and site grading. Having worked with general contractors, subcontractors, community representatives and residents, he has developed solid techniques to move the projects in a professional, cost-effective and timely manner.

Experienced in site grading, surveying, quantity surveys, building layout, water & sewer system design and construction inspection on civil engineering projects.

Experience as Engineering Technician including design of water line extensions, water booster stations, water storage tanks, wastewater pump stations, sewer line extensions, manholes, drainage calculations, and preparation of quantity and cost estimates.

Experience as Survey Technician / Instrument man includes topographic surveys, construction stakeout for water & sewer systems and highways, building layout, cut sheets for sewer systems, GPS surveying for field control work, etc.

EDUCATION

Bachelor of Science

Civil Engineering Technology
West Virginia University
May 2005

CERTIFICATIONS

Environmental Site
Assessment
Commercial Real Estate
December 2016

PROFESSIONAL AFFILIATIONS

Water Environment Federation
Contractors Association of West Virginia





Michael Noel, NCARB
Registered Architect
Michael Noel Architect, LLC

Mr. Noel has been Principal of Michael Noel Architect for the past four years. Before establishing his firm he was Senior Principal with Panich, Noel and Associates for 32 years.

EXPERIENCE

REGISTERED ARCHITECT

Responsible for day to day design and management of various construction types for the firm.

CONSTRUCTION DOCUMENTS

As the Partner in charge Mr. Noel has been partner to oversee more than \$300 million dollars of construction documents varying from hotels, industrial buildings, churches, prisons and higher and lower education.

PROJECTS

- Hotels: Morgantown-Holiday Inn - \$20,000,000
 Portsmouth- Holiday Inn Remodel - \$6,000,000
- Industrial: RXQ Compounding - \$5,000,000
 Logan Goodyear Plant - \$3,000,000
- Prisons: Septa Correctional Facility - \$4,500,000
 HVCRC Youth Prison and School - \$3,000,000
- Education: Athens City Schools Renovations, Roof Replacement, Additions, Bus Garage and Athlete Facilities Buildings - \$15,000,000.
 Trimble Schools Building Additions and Remodeling - \$400,000.
 Alexander Schools Renovations and Maintenance Facility - \$500,000.
 HVCRC Gymnasium and Classroom Design - \$3,000,000.

EDUCATION

Bachelor of Arts in Architecture

Ohio University
 May 1974

Register NCARB
 1982

Certifications

Registered (WV) Professional
 Registered (OH) Professional
 Registered (IL) Professional
 Registered (FL) Professional

Civic Affiliations

Athens Rotary Club
 Boy Scouts of America
 Athletes in Action





Michael Yandrich, P.E., M.S.,
Senior Engineer: S & S Engineers, Inc.
P.E.: New River Engineering, Inc.
P.E.: Green and Associates, LLC

EXPERIENCE

Senior Engineer

Mr. Yandrich has extensive experience with water and wastewater projects working with clients from conceptual design through construction. Mr. Yandrich provides civil engineering design and oversight for the completion of plans and technical specifications for water and wastewater projects, along with permitting, cost estimates, and construction administration. Mr. Yandrich's duties include hydrologic and hydraulic analysis and design, storm water management, construction inspection, shop drawing review, project scheduling, coordination, budget management, client interaction, and project team coordination. Mr. Yandrich completes engineering calculations, studies, plans, reports, and data analysis, and he coordinates construction projects, including interim and final inspections, to determine compliance with applicable laws, regulations, and specifications.

Mr. Yandrich began his career with the State of Ohio Environmental Protection Agency working as an inspector, permit writer, and plan reviewer for a variety of hazardous waste, air pollution, water, and wastewater projects. Since leaving employment with the State of Ohio, Mr. Yandrich has worked on projects including renewable energy/electrical, structural, water, and wastewater.

Mr. Yandrich's professional and technical knowledge has led to successful water and wastewater construction and rehabilitation projects for both public and private clients. He has a working relationship with multiple municipalities around Ohio and West Virginia as well as state and local agencies to facilitate coordination and effective design and successful construction.

EDUCATION

Bachelor of Science

Civil Engineering
Ohio State University
May 1995

Master of Science

Civil Engineering
Ohio State University
December 2006

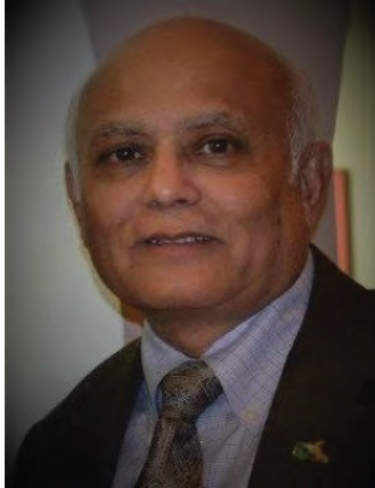
CERTIFICATIONS

Professional Engineer (WV)
Professional Engineer (OH)

PROFESSIONAL AFFILIATIONS

American Society of
Civil Engineers





Ashok M. Sanghvi, P.E., DEE, QEP
Senior Engineer: S & S Engineers, Inc.

EXPERIENCE

SENIOR ENGINEER

Over forty-six years of professional experience in civil engineering fields such as environmental, water supply, wastewater, solid wastes management, drainage, and mining. He has provided planning, design, construction management and technical expert testimony for environmental and general civil engineering projects. He has prepared Phase I environmental site assessments and carried out subsequent Phase II and Phase III remediation work. He has prepared environmental impact statements for state and federal highway projects.

Having worked for the private industry as well as state government, he thoroughly understands both sides. He has extensive knowledge of the state and federal water supply, and wastewater laws and regulations and is also very familiar with federal and state grant and loan programs.

West Virginia State Health Department

- 1) Acting Chief, Wastewater Division
- 2) District Engineer
- 3) Water Supply Engineer

EDUCATION

Masters of Science
Civil Engineering
West Virginia University -1970

Partial Course work for Ph.D.

CERTIFICATIONS

Professional Engineer (WV)
Diplomate - American Academy of
Environmental Engineers
Qualified Environmental
Professional
IPEP

PROFESSIONAL AFFILIATIONS

West Virginia Rural Water
Association
American Water Works
Association
Water Environment Federation
(President, WV Section,
1987-1988)
(National Director 1989-92)

Award

Arthur Sidney Bedell Award,
Water Environment Federation, 1993



Charles "Chuck" Kurzyna, P.E., P.S.
Professional Engineer / Surveyor
New River Engineering, Inc. - Vice President
S & S Engineers, Inc.
Green and Associates, LLC
Member: New River Safety, LLC
Member: Ellison Ridge Mining, LLC

HIGHLIGHTS

Former President and Principal Owner of New River Engineering Inc., established in 1998. The 20-25-person consulting engineering firm has been performing surveying and engineering for the coal mining and construction industries.

Mr. Kurzyna has over 30 years of engineering and management experience in the mining industry and consulting business. He specializes in surface and underground mine design, planning, and surveying; environmental and safety permitting; project and construction management.

EDUCATION

Bachelor of Science
 Mine Engineering Technology
 West Virginia Institute of Technology
 May 1979

Associate of Science
 West Virginia Institute of Technology
 May 1977

CERTIFICATIONS

- Professional Engineer (WV)
- Professional Engineer (OH)
- Professional Engineer (PA)
- Professional Engineer (VA)
- Professional Engineer (KY)
- Professional Engineer (GA)
- Professional Surveyor (WV)
- Underground Mine Foreman
- Surface Mine Foreman

PROFESSIONAL AFFILIATIONS

- Contractors Association of West Virginia
- West Virginia Coal Association
- Friends of Coal Association
- Society of Mining Engineers



EXPERIENCE (Charles "Chuck" Kurzyna)

PROJECT MANAGER

Project Manager for a consulting engineering firm, responsible for job estimates and bidding, supervise office staff in engineering related projects including surface mine surveying, reclamation and permitting, reserve studies, etc.

CHIEF ENGINEER

Chief Engineer for a small mining and construction company, responsible for mine planning, production tracking, construction job bidding, construction engineering, etc.

Chief Engineer, Senior Engineer for the Lady Dunn Surface Mine & Preparation Plant; coal reserve evaluations; project engineering for mine related facilities; environmental permits for large surface and deep mining operation; etc.

PROJECT ENGINEER/SURFACE MINE FOREMAN

Project Engineer/Surface Mine Foreman whose duties were to coordinate and oversee engineering projects; preparation of surface mine permits, modifications and renewals; Supervised 3rd shift truck, shovel and loader crews on multiple seam mountaintop removal operations.

QUALITY CONTROL SUPERVISOR/PREPARATION ENGINEER

Quality Control Supervisor/Preparation Engineer whose duties were to supervise lab personnel in coal sampling, preparation and analysis for incoming and outgoing coal; determine blends for coal shipments; SPC; plant project engineering duties; computerized truck sampling system with Tema nuclear ash monitor; quality work with coal labs; barge load-out and coal analysis.

MINING/ENVIRONMENTAL ENGINEER

Mining/Environmental Engineer whose duties included project engineering work; strip and deep mine development; coal reserve evaluations; surface and deep mine permits; time studies; water analysis programs; strip mine development, deep mine layout; outside and underground surveying, and core drilling programs.





Charles T. Strobe, P.E.
Professional Engineer
New River Engineering, Inc.
S & S Engineers, Inc.
Green and Associates, LLC

Mr. Strobe returned to New River Engineering, Inc. in November 2018; he had worked with NREI earlier in his career (2010-2014) as a staff engineer.

EXPERIENCE

PROFESSIONAL ENGINEER

Responsible for mine planning and permitting, monthly production reports for clients and hazardous slope plans for oil and gas line construction.

GEOTECHNICAL ENGINEER

Geotechnical Engineer for TRC Engineers, Inc. – Charleston, WV, Project Engineer on various construction projects including US Route 35 expansion at Buffalo, WV, Jefferson Road Improvements in South Charleston, WV and the Hobet Mine Access Road in Madison, WV. Engineering Analysis performed including stability of road fills and road cuts, settlement analysis, retaining wall design, and performed boring inspection in the field.

HIGHWAY ENGINEER ASSOCIATE

Highway Engineer Associate (West Virginia Division of Highways, Charleston, WV) Responsible for performing construction inspections and preparing daily progress reports to be utilized in determining state payments to contractors.

STAFF ENGINEER

Staff Engineer at NREI (2010-2014) Responsible for updating mine maps, monthly production reports and supplying clients with updated mine maps, escape-way maps, ventilation maps etc. Engineering analysis performed on coal pillar stability.

EDUCATION

Master of Business Administration

West Virginia University
 June 2010

Bachelor of Science

Civil Engineering
 West Virginia University
 May 2009

Bachelor of Science

Mining Engineering
 West Virginia University
 May 2009

CERTIFICATIONS

- Professional Engineer (WV)
- Professional Engineer (OH)
- Professional Engineer (KY)
- Professional Engineer (MI)
- Professional Engineer (IL)
- Professional Engineer (PA)
- Professional Engineer (MD)
- APNGA Portable Nuclear Gauge Safety & USDOT Hazmat Certified (██████████)
- APNGA Certificate of Achievement - Radiation Safety Officer Class (#██████████)

PROFESSIONAL AFFILIATIONS

- Contractors Association of West Virginia
- West Virginia Coal Association
- Friends of Coal Association





Randy B. Crace, P.S.

Senior Surveyor: S & S Engineers, Inc.

EXPERIENCE

SENIOR ENGINEER

Mr. Crace began his career at S & S in 1983 working on a variety of surveying and engineering projects. Areas of concentration in boundary surveys, mapping, topography, subdivisions, annexations, right of ways, subdivision development, construction stakeout, aerial mapping controls, GPS-RTK survey control networks, oil and gas well locations, surface and underground mining permits, construction stakeout, hydrology, erosion and sediment control plans, storm water retention systems, site grading plans, parking lot layout, WVDOH driveway permits, Cad software programs, Geographic Information Systems, Phase I - ASTM environmental site assessment and expert witness testimony in the surveying field.

U.S. Army - SP4, Honorable Discharge - 1974

EDUCATION

Bachelors of Science

Industrial Technology
West Virginia State College, Institute
December 1989

Master of Science
Environmental Studies
MUCGS, Institute of WV
Partial Course Work

CERTIFICATIONS

Environmental Site Assessment
Commercial Real Estate
Certification
ASTM E-1527 & E-1528 – October 2001
ASTM E 1527-05 Phase I and USEPA AAI
– October 2006

ACSM Surveying Instrumentation and Coordinate Computation
Certificate, 1978

Center College, Charleston, WV
Technical Degree, Drafting – 1970

Professional Surveyor (WV)
Professional Surveyor (KY)
Professional Surveyor (OH)

PROFESSIONAL AFFILIATIONS

West Virginia Association
of Land Surveyors
American Congress
on Surveying & Mapping
National Society of Professional Surveyors
American Institute of Architects, WV





John Michael "Mike" Green, P.S.
Professional Surveyor
Green and Associates, LLC

EXPERIENCE

SURVEYOR

Ohio surveyor of record specializing in oil and gas permitting, construction layout, commercial and residential surveys.

SURVEYOR / ENGINEER

Leads surveying, engineering and construction layout as well as services for residential, commercial, industrial and the oil and gas industries. Surveying included oil and gas permit plats, declaration of pooling and unitization, water transfers and pad layout and as builds, all surveys and construction layout for all Wheeling Pittsburgh Steel plants and layout of the Samis Power Plant major upgrades. Engineering services included design and construction of pump stations, water plants, large water transmissions lines, residential water and sewage design in and for Belmont County and building designs.

MINE ENGINEER

Mine Engineer for The North American Coal Corporation - Powhatan Point, OH, (12 years), in charge of all surveying services for Numbers 1, 3, 4 and 5 mines. Supervised construction projects for all mines. Prepared and submitted underground mining plans to the Mine Safety and Health Department, State of Ohio.

EDUCATION

Associate of Science
Surveying and Engineering
Technology
Lorain College
June 1970

Addition courses
Ohio University, Belmont
1971 –1972

CERTIFICATIONS

Professional Surveyor (OH)
Underground Mine Foreman





Ben Treadway
Engineer / Project Manager
New River Engineering, Inc.
S & S Engineers, Inc.
Green and Associates, LLC

Mr. Treadway is a 2005 graduate of WVU Tech with a B.S. in Civil Engineering Technology. He has over 10 years of experience in the engineering and consulting fields. Ben has experience in surveying, soil testing, and permitting and is proficient utilizing AutoCAD and SurvCadd for engineering design.

EXPERIENCE

PROJECT MANAGER

New River Engineering, Inc.—Shrewsbury, WV, Surface and Underground Mining Permit Applications, Surveying – Surface and Underground, 3D modeling, Slope Stability, USACE Permitting, Geologic Modeling, and Storm Water Construction

SURVEYOR

West Virginia Division of Homeland Security and Emergency Management – Big Chimney, WV, Performed flood elevation surveys for flooded homes in West Virginia. Used GPS to set benchmarks, determined base flood elevations, determined flood zones and stream data, filled out targeting sheets for homes with appropriate data.

BRIDGE INSPECTOR (SUMMER CO-OP PROGRAM)

West Virginia Department of Highways – Lewisburg, WV, Checked steel reinforcing placed within bridge piers for proper installation, filled out daily reports, calculated area of steel placed day-to-day, checked for proper bolt torque and installation, air and slump tested concrete poured in piers.

EDUCATION

Bachelor of Science

Civil Engineering Technology
West Virginia University Tech Fall
2005

Associate of Science

Civil Engineering Technology
West Virginia University Tech Spring
2004

CERTIFICATIONS

Dam Inspector
Underground Coal Miner
Surface Coal Miner
MSHA Certified Limited Instructor
MSHA Certified Gravimetric Dust Sampling
MSHA Certified Gravimetric Dust Calibration & Maintenance
Heartsaver First Aid, CPR & AED Certified
Safe Land USA PEC Safety

PROFESSIONAL AFFILIATIONS

Contractors Association of West Virginia
West Virginia Coal Association
Friends of Coal Association



EXPERIENCE Continued (Ben Treadway)

LAB TECHNICIAN

Esmer & Associates Inc. – Boomer, WV, Performed lab tests on soil, used planimetry to determine slurry pond life, fill areas, cut areas, etc., used computer to calculate lab results, aided on coal impoundments to do various monitoring tests, collected data for coal impoundment monitoring.

SURVEYOR

Fayette Engineering—Fayetteville, WV, Researched property at courthouses in various counties, operated a Total Station EDM, used HP data collector, acted as the Rodman, performed boundary surveys, developed subdivision layout (lots, roads, etc.), performed flood elevation surveys, filled out flood elevation paperwork





Vincent W. Scriptunas II
Senior Engineer
New River Engineering, Inc.
S & S Engineers, Inc.
Green and Associates, LLC

Mr. Scriptunas is a 1981 graduate of West Virginia University with a B.S. in Mining Engineering with over 30 years of experience in the mining and consulting fields. Vince specializes in surface and underground mine planning and design, reclamation and environmental permitting.

EXPERIENCE

SENIOR ENGINEER

New River Engineering, Inc. - Shrewsbury, WV, Prepare surface mine permits as required by West Virginia state regulations. Prepare surface mine NPDES permits as required by West Virginia state regulations. Evaluate mining reserves. Provide technical assistance to clients for facilitation and implementation of more effective environmental reclamation and drainage control systems.

MINE MANAGER

Horizon Natural Resources-Ashland, KY, Supervised reclamation and mining including planning of daily activity. Evaluated reclamation liability of active and abandoned permits. Responsible for insuring environmental compliance and initiating subsequent permit revisions as required. Managed the final active mining of the Sycamore South Mountaintop Mine with no lost time accidents. Prepared monthly and annual mine plans and schedules for mountain top removal operation with annual production of 1.0 million tons.

ENVIROMENTAL ENGINEER

Pittston Coal Company-Lebanon, VA, Evaluated reclamation liability of active and inactive surface mines. Implemented reclamation plans for Bandmill and Boardtree Surface Mining Complexes. Prepared surface mine permits (Article 3 and NPDES) including revisions, modifications and renewals for active Pittston West Virginia subsidiaries.

EDUCATION

Bachelor of Science
 Mining Engineering
 West Virginia University 1981

CERTIFICATIONS

Surface Mine Foreman
 Underground Coal Miner

PROFESSIONAL AFFILIATIONS

Contractors Association of West Virginia
 West Virginia Coal Association
 Friends of Coal Association



EXPERIENCE Continued (Vincent W. Scriptunas II)

RESIDENT ENGINEER

Pittston Coal Company-Lebanon, VA, Prepared monthly, quarterly and annual mine plan and schedules for mountain top/contour removal operation with annual production of 1.0 million tons. Planned, organized, scheduled and monitored construction and special projects (e.g., exploration, utilities, environmental). Acted as liaison between operations and governmental agencies. Responsible for insuring environmental compliance and initiating subsequent permit revisions as required. Maintained and projected coal quality information on seam splits. Advised Division Resident Engineer on survey crew needs and supervised company crew when on job site.

ENGINEER

Mountain State Company – Shrewsbury, WV Prepared surface mine permits as required by West Virginia state regulations. Prepared air pollution control permits as required by West Virginia state regulations. Prepared surface mine NPDES permits as required by West Virginia state regulations.

MINING MANAGER

Cyprus Kanawha Corporation-Powellton, WV, Developed a mine forecast and monitored surface mining activity for a mountain top removal operation with annual production of 1.5 million tons. Prepared operations elemental budget for a truck/shovel mining operation. Developed and maintained comprehensive production analysis including yardage moved, blasting data, haulage, productivity and availability. Reviewed royalty payment system which resulted in immediate savings of \$0.5 million and future savings of approximately \$1.0 million. Forecasted highwall miner production and necessary location on a contour surface mine. Reviewed West Virginia property tax appraisal resulting in a reduced tax expense. Directly responsible for supervision and development of the surveyors and technicians.

ENGINEER

Hawks Next Mining Company (Subsidiary of Imperial Pacific Investments)-Powellton, WV, Provided planning and operational engineering support for both contour surface and underground mines. Compiled ventilation and roof control plans for underground mines as required by federal and state regulations. Prepared surface mine permits as required by West Virginia state regulations. Evaluated future surface mining reserves.

RESIDENT ENGINEER

Hawks Nest Mining Company (Subsidiary of F.H. Prince)- Powellton, WV, Provided planning and operational engineering support for underground mines with continuous and conventional sections. Generated ventilation and roof control plans for underground mine as required by federal and state regulations. Evaluated potential acquisition opportunities and provided final recommendations. Researched mining property ownership and recommended settlement which resulted in a savings of \$130,000.





Will Harless
Project Manager / Engineer
New River Engineering, Inc.
S & S Engineers, Inc.
Green and Associates, LLC

Mr. Harless is a 2006 graduate of WVU Tech with a B.S. in Civil Engineering Technology. He has over 14 years of experience in the engineering and project management fields. Will has experience in surveying, regulatory compliance, environmental, and permitting in the oil & gas and mining fields and is proficient utilizing AutoCAD, SurvCadd, MicroStation for engineering design.

EXPERIENCE

PROJECT MANAGER

OH & WV Project development, Oil and Gas Permit Applications including Federal Bureau of Land Management permits, WV AST registration and inspections, Road improvements, Construction Erosion and Sediment Control

Manager Regulatory Compliance

Manage permitting operations/scheduling for resource planning and development by coordinating with land reserves, GIS units, lateral planning, surveying, platting, environmental studies, road use maintenance agreements (RUMA), site construction, water withdrawal, oil/gas well drilling, completions, operations, reclamation, and plugging. Manage regulatory operation compliance with air quality including LDAR, engine testing, maintenance, and reporting

PROJECT ENGINEER

Oil and Gas site construction—obtain needed permits for wells, baseline water testing, road use maintenance agreements with County Engineers and Townships, road entrances

EDUCATION

Bachelor of Science

Civil Engineering Technology
West Virginia University Tech Fall
2006

Associate of Science

Civil Engineering Technology
West Virginia University Tech Spring
2005

CERTIFICATIONS

Dam Inspector
Underground Coal Miner
Surface Coal Miner
Heartsaver First Aid, CPR & AED Certified
EMT-M Certification
Safe Land USA PEC Safety
DOT Hazardous Materials Transportation
Radiation Safety Officer
OSHA 30 Hour Certification
SCUBA Certification

PROFESSIONAL AFFILIATIONS

Contractors Association of West Virginia
West Virginia Coal Association
Friends of Coal Association
Ohio Oil and Gas Association



EXPERIENCE Continued (Will Harless)

PROJECT ENGINEER (Continued)

reviews for wetlands, bats, streams, archeological review, and State Historic Preservation Office review. Site erosion and sediment control, slip repair, monitoring, inspections, water testing, and reclaim. Interaction with Federal and State regulatory agencies, land owners, and associations. Project scheduling and budget tracking.

SR ENVIRONMENTAL ENGINEER

Coal mining environmental compliance with Federal and State regulatory agencies, Engineering support for production. Manage environmental engineers, consultants, contractors, public relations, training, schedule and budget tracking, CAD design, calculations, and map work.

MINE ENGINEER

Mine plan, monthly tons and bank cubic yard calculations and reporting, schedule/analyze topographical flights. Environmental compliance and permitting for surface, deep mines, and plant with Federal and State regulatory agencies, Engineering support for production. Manage consultants, contractors, public relations, training, schedule and budget tracking. Perform: water sampling, daily reporting, environmental audits, surveying, CAD design, calculations, and map work. Quarterly and annual certifications for valley fills, impoundments, drainage ditches.

ENGINEER

Project management, surveying, CAD design, calculations, and map work. Surface mine permitting. Quarterly and annual certifications for valley fills, impoundments.

DEPARTMENT OF HIGHWAYS (SUMMER CO-OP PROGRAM)

West Virginia Department of Highways – Charleston, WV, surveying for bridge replacement design, locate utilities and site features. District rock and salt stockpile survey and volume calculation. Bridge inspections and load rating analysis and load calculations, updated bridge reports. Road expansion project included: daily asphalt application rates, excavation inspection and reporting, compaction testing and recording, construction progress per design and field change tracking. Also recorded concrete slump test and cylinder breaking test results for sidewalks and curb.

SURVEYOR (SUMMER)

Danville, WV, Researched property at courthouses in various counties, operated a Total Station EDM, used HP data collector, acted as the Rodman, performed boundary surveys.





Easton McGuire
Technician / Surveyor
New River Engineering, Inc.
S & S Engineers, Inc.
Green and Associates, LLC

EXPERIENCE

SURVEYOR / TECHNICIAN

New River Engineering, Inc., since 2018, as survey crew chief / technician. Performs surface, underground and aerial surveying, soil compaction testing, and construction inspections. Has experience working at various jobs including coal mining operations, gas line operations and municipalities.

CARPENTER

Journeyman Carpenter for Triton Construction (2013-2018) – Member of United Brotherhood of Carpenters - member of construction crew building bridges throughout the Eastern United States.

CARPENTER / CONCRETE FINISHER

Kanawha Stone (2010-2013) - member of construction crew working on various construction projects throughout the Eastern United States.

LABOR / EQUIPMENT OPERATOR

A&K Enterprises (2009-2010) - member of construction crew constructing haul roads for various timbering operations throughout West Virginia.

CERTIFICATIONS

Certified Surface Coal Miner - WV
Apprentice Underground Coal Miner - WV
West Virginia Soil and Aggregate Compaction Technician
United States of America Remote Pilot Certification
APNGA Portable Nuclear Gauge Safety & USDOT Hazmat Certified
Heartsaver First Aid, CPR & AED Certified 2018
Journeyman Carpenter - The Brotherhood of Carpenters and Joiners of America
OSHA 10 Hour Certification
Blue Print Reading
Construction Foreman
Fundamentals of Building Construction
Project Layout Training
Foundation and Framing
Pile Driving and Caissons
Lead Man and Estimating
Welding and Cutting
Aerial Lifts / Man Lifts
Fall Protection
Rigging
Confined Space
Scaffold Training





Chase Mills
Aggregate Technician / Surveyor
New River Engineering, Inc.
S & S Engineers, Inc.
Green and Associates, LLC

EXPERIENCE

SURVEYOR / TECHNICIAN

New River Engineering, Inc., since 2018, as survey crew chief / technician. Performs surface, underground and aerial surveying, soil compaction testing, and construction inspections. Has experience working at various jobs including coal mining operations, gas line operations and municipalities.

UTILITY POLE INSPECTOR

Osmoste Utility Services Inc. (2017-2018) - worked as a crew member inspection, treating and replacing utility poles throughout the Eastern United States.

CERTIFICATIONS

- Certified Surface Coal Miner - WV
- Apprentice Underground Coal Miner - WV
- West Virginia Soil and Aggregate Compaction Technician
- West Virginia Asphalt Compaction Technician
- APNGA Portable Nuclear Gauge Safety & USDOT Hazmat Certified
- United States of America Remote Pilot Certification
- Heartsaver First Aid, CPR & AED Certified 2014
- AEP Substation Entry Trained
- OSHA 10 Hour Certification
- TC Energy Operational Management System (TOMS)
- TC Energy Excavation Training





CLIENT REFERENCES

Mr. Jeremy Lewis, General Manager
Nitro Regional Wastewater Utility (City of Nitro)
P.O. Box 607
Nitro, WV 25143
(304) 755-3669

Hon. Joetta Hatfield, Mayor
Town of Fort Gay
P.O. Box 336
Fort Gay, WV 25514
(304) 648-5246

Mr. John Rubin, Chairman
Kanawha Public Service District
P.O. Box 8
Cabin Creek, WV 25035
(304) 595-2203

Mr. John Elliot, President / Owner
American Medical Facilities Management
240 Capitol Street, Suite 500
Charleston, WV 25301
(304) 344-1623

Mr. Philip K. Farley, II
Director of Engineering & Construction
WV Division of Corrections
617 Leon Sullivan Way
Charleston, WV 25301
(304) 558-2036

Mr. Brad Leslie
WV Division of Natural Resources
324 Fourth Avenue
South Charleston, WV 25303
(304) 558-4025

Hon. Bill Rice, Mayor
City of Sistersville
200 Diamond Street
Sistersville, WV 26175
(304) 652-6361



CLIENT REFERENCES (Cont.)

Mr. Matt Hildebrand,
Trans-Canada/TC Energy
700 MacCorkle Avenue, SE
Charleston, WV 25314-1515
(304) 357-2000
(304) 894-2657

Mr. John McNew
United Coal Company
109 Appalachian Dr.
Beckley, WV 25801
(304) 255-9030
(304) 550-2324

Mr. Will Harless
Montage Resources Company
125 Putnam Street
Marietta, OH
(740) 374-2940
(304) 993-5510

Mr. Christopher Matkins, Senior Engineer
West Virginia Dept. of
Environmental Protection
1159 Nick Rahall Greenway
Fayetteville, WV 25840
(304) 574-4465

Mr. Eric Bess
Mott MacDonald
201 Pennsylvania S #400
Charleston, WV 25302
(304) 356-3010

Mr. G.R. Carr
G.R. Carr Excavation Inc.
297 Nathan Rd.
Pool, WV 26684
(304) 619-8903

Mr. Edward Brown
Blackhawk Mining, LLC
3228 Summit Square Place,
Lexington, KY
(304) 590-2487

Mr. Jamie Hake
Allegheny Contracting, LLV
13374 Boot Jack Road
Ridgway, PA 15853
(814) 772-2525

Mr. Brian Worley
Contoura Energy, LLC
208 Business St.
Beckley, WV 25801
(304) 929-6626

Mr. John McNew
United Coal Company
109 Appalachian Dr.
Beckley, WV 25801
(304) 255-9030



SAFETY

In today's ever changing workplaces, we place safety as an utmost necessity for all employees. We are fully committed to provide our employees with knowledge and training to complete all tasks in a professional manner and to prepare them with a safe and hazard free work environment.



VERIFORCE™
INTEGRATED COMPLIANCE SOLUTIONS



OUR TEAMING PARTNERS



Tempo Construction, LLC



Larson Design Group®

Larson Design Group



American Geotech, Inc.



Carr Excavating



ALLSTAR ECOLOGY
Natural Resource Specialists

Allstar Ecology



Airport Design Consultants, Inc.



S & S Engineers, Inc.
Proposal for WV Army National Guard

New River Engineering, Inc.





ADDITIONAL SERVICES



S & S Engineers, Inc.
Proposal for WV Army National Guard

New River Engineering, Inc.



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Water Supply, Treatment, Storage, and Distribution Systems

With over forty years of experience, we are your one stop shop for water supply, treatment, storage, and distribution systems. We implement our four step process to each project to develop a better understanding of our clients needs and expectations: 1. Preliminary Engineering Report; 2. Design Phase; 3. Bidding Phase; 4. Construction Administration. We are “hands on” during all phases to ensure our clients obtain what they want in every project.

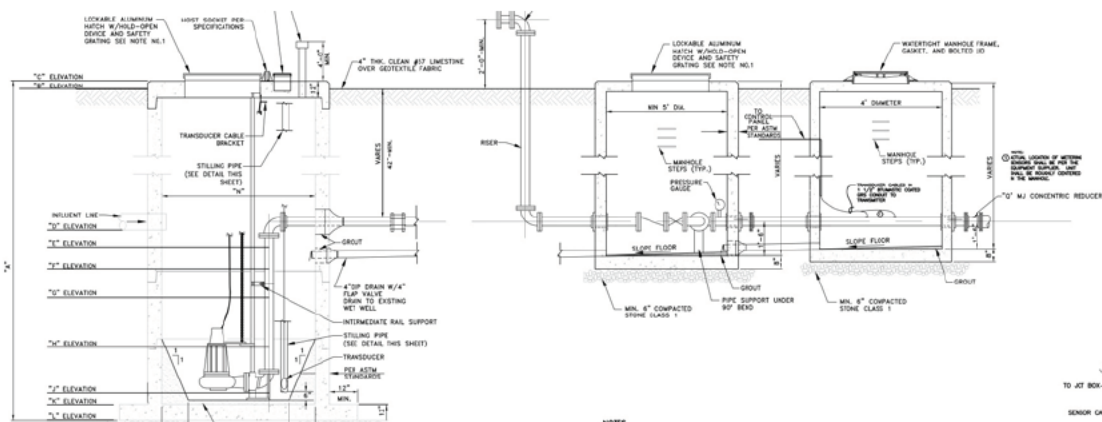
As a locally owned “small family” consulting firm, our clients get more for their money and receive more one-on-one time with our employees, which yields a more pleasurable experience. We excel in helping our clients ascertain funding from various governmental agencies to assist in the financing of the project.



Wastewater Collection & Treatment Systems / Industrial and Hazardous Waste Treatment Systems

We recognize the importance and understands the hurdles that our clients must maneuver to offer wastewater service to their customers. We have a proven track record with a vast knowledge of local conditions and an excellent reputation with all regulatory, funding, permitting, and enforcement agencies. Our crew, from CAD Techs to the President, is included in all phases of the project. We have the knowledge and capacity to carry out the workload in a timely manner.

We have a full understanding of wastewater systems from small treatment facilities to municipalities, all the way to industrial wastewater systems. We are thoroughly knowledgeable in obtaining federal, state and local funding, and are available to you 24/7. We will see your projects from conception to completion.



Construction Management and Civil Site Design

We have been providing construction engineering solutions to our clients, including towns and municipalities for a combined total of over 60 years. We have established ourselves as one of the leading consulting firms in the area, and our experienced staff is committed and dedicated to your project from the initial site design and bid package development to inspections and certification.

We also offer Civil Site Design services including: sub-division layouts, commercial development and design, HCA project areas, well pads, impoundments, street paving, drainage control, solid waste landfill, and impoundment design. We know and understand the value and importance of properly designed sites that offer the most cost effective and beneficial areas for our clients.

Construction Management and Civil Site Services

- 3D Site Design
- Haulage & Access Road Design
- Excess Spoil Disposal Site Design
- Drainage design and runoff calculations
- Bid Packages
- Solid Waste Water Management and Land Fill Design
- Subdivision Design and Permit Applications
- Site Development Plans
- Pre, During & Post Construction Surveying
- HECRAS Modeling
- Stability analysis
- Site inspections / Project Management
- Certifications
- Cost Estimates
- Subdivision Design
- Street Paving Design and Drainage Control
- Construction management
- Earth Work Quantity Estimates
- Construction Staking

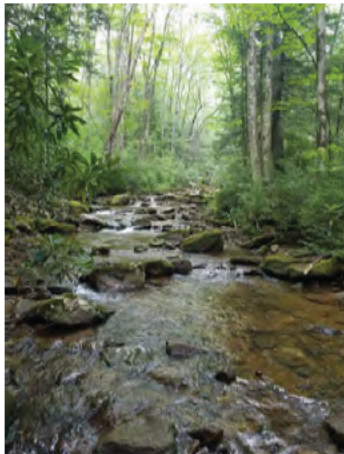


Environmental Permitting

Environmental permitting has become a complex and confusing landscape. We have an efficient and thorough team of environmental consultants making sure permitting, regulatory compliance, construction monitoring and biological surveying are done with the utmost quality and cost effectiveness. This will save your project time and money from the start, and avoid costly delays in the future. Compliance with Clean Air and Water Acts, NEPA, and other state and federal requirements is invaluable to every project. Our attention to detail and practical solutions to complex issues are second to none. Our environmental permitting team will make sure once your project is off the ground, it stays there!

Environmental Permitting Services

- Storm Water Permitting, Design, and Management
- Water Quality Monitoring
- Flood Plain Determination and Flood Elevation Certificates
- Groundwater Protection Plans
- Stream & Wetland Delineation
- Spill Prevention Control & Countermeasures Plan (SPCC)
- Article 3 Mining Permits
- Article 11 NPDES Permits
- West Virginia 401 Certification Permitting
- Waste Water Permitting, Design, & Management
- Clean Water Act Section 402 Permitting (NPDES Permit)
- United States Army Corps of Engineers 404 Permitting
- Jurisdictional Determinations
- Air Quality Permitting
- Best Management Practices (BMP)



Environmental Permitting (Cont.)

Environmental Permitting Services

- Ohio State Historic Preservation Office (SHPO)
- National Environmental Policy Act (NEPA)
- US Environmental Protection Agency (EPA)
- US Department of Justice (DOJ)
- Stormwater NPDES Permit Services
- National Conservation Planning Partnership (NRCS) & Forest Service
- United States Department of Agriculture (USDA) - Rural Development
- West Virginia Public Lands
- WV Department of Natural Resources (DNR)
- US Fish & Wildlife
- HECRAS Modeling
- WV Culture & History
- Ohio Department of Natural Resources (DNR)
- Ohio Environmental Protection Agency (EPA)
- Ohio Public Works Commission (OPWC)
- Ohio Department of Commerce / Division of Industrial Compliance
- Virginia Department of Environmental Quality (DEQ)
- Federal Aviation Administration (FAA)
- West Virginia IJDC
- West Virginia Water Development Authority
- EPA & WV DEP Compliance
- Environmental Site Assessments
- WV DEP & United States Army Corps of Engineers (USACE) Permit Services
- Local Agency Building / Construction



Surveying

We have established ourselves as one of the areas' leading surveying firms with our 40+ years of experience in property, boundary, and topographic mapping. Our staff is skilled in courthouse research, finding property evidence, providing quality property surveys, and construction stake-outs.

Additionally, we offer aerial mapping utilizing drone surveys. Our aerial mapping has been proved to be invaluable for construction progress mapping, well pad progression, subdivision layouts, and civil site designs.

Surveying Services

- Property Abstract & Research
- Boundary Surveys
- Survey Plats
- Subdivision Design & Layout
- Construction Surveying & Stakeout
- Underground Mining Surveying
- Right-of-Way & Land Acquisition
- GPS Services
- Aerial Mapping / Control
- Drone Flight & Surveying
- Topographical Surveys
- ALTA / ACSM Land Title Surveys
- Unit Surveys
- Surface Mining Surveying
- Computer Mapping
- GIS Services



Subsurface Utility Survey

We use some of the most advanced technology in Ground Penetrating Radar (GPR), pipe and cable locators, and smoke testing machines to accurately survey, map and inspect subsurface utilities. These services have been extensively used by our clients in the construction, oil and gas industries, as well as public service districts.

Subsurface Utility Surveying Services

- Pipe and Cable Location
- Ground Penetrating Radar (GPR)
- Sewer Line Smoke Testing
- Internal Video Pipe Inspection



Geotechnical Engineering

We have professional engineers and engineering technicians with extensive geotechnical engineering experience. We specialize in compaction testing, foundation design, slope failure remediation and embankment design. We put the focus on identifying the needs of clients, and providing cost-effective solutions with real results.

Geotechnical Engineering Services

- Drilling Oversight, Management and Inspection
- Slope Failure Remediation
- Slope Stability Analysis
- Gabion Basket Wall Design
- Compaction Testing
- Foundation Design
- Embankment Design
- Drainage Analysis
- Soldier Pile Wall Design



Funding Assistance

We provide assistance for our clients in the preparation of grant / loan funding applications. We will represent our clients and coordinate with the various funding agencies to obtain a favorable funding package. Once the funding has been secured, we will begin to develop detailed engineering drawings and specifications for the project.

Funding Sources

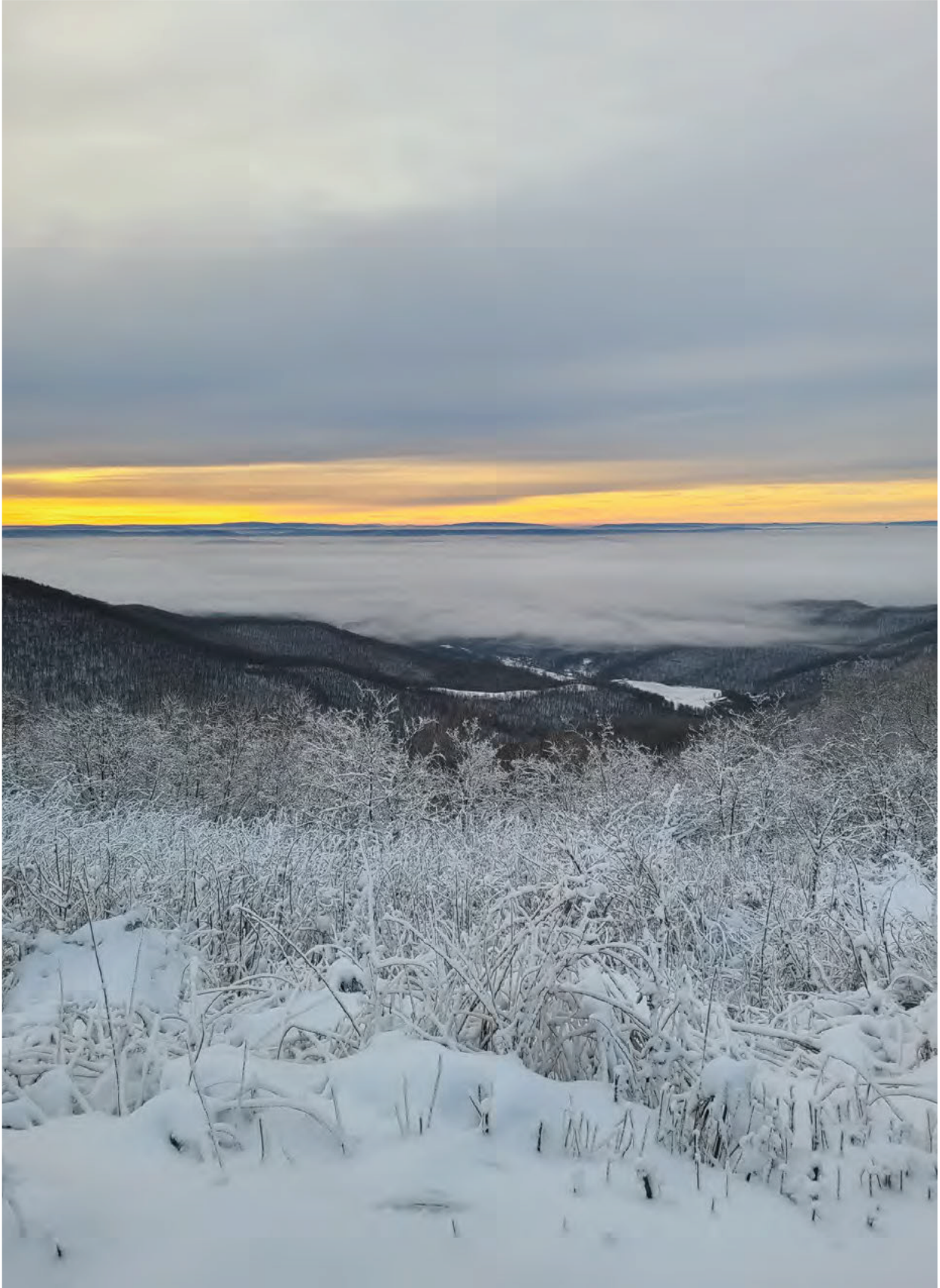
- West Virginia Infrastructure and Jobs Development Council (WV IJDC)
- West Virginia Water Development Authority (WV WDA)
- West Virginia Bureau of Public Health - Drinking Water Treatment Revolving Fund (WV BPH-DWTRF)
- West Virginia Department of Environmental Protection - Clean Water State Revolving Fund (WV DEP-CWSRF)
- Private Bank Funding
- Appalachian Regional Commission (ARC)
- United States Department of Agriculture Development Loans (USDA-RD)
- Housing and Urban Development - Community Development Block Grant (HUD-CDBG)
- Ohio Environmental Protection Agency (Ohio EPA)
- Ohio Rural Community Assistance Program (Ohio RCAP) - Funding Assistance
- United States Army Corps of Engineers (USACOE)



Technical Expert Testimony

With over forty years of professional engineering experience, we are is more than capable of providing expert witness testimony to our clients should a need arise. We have multiple registered professional engineers in various disciplines, and these professionals are licensed throughout the United States. We are more than willing and ready in an utmost resolute manner to defend our clients and ensure that their interests are represented in the courtroom.







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: 915025			Reason for Modification:
Doc Description: South Gate Road Slip Stabilization Design-Camp Dawson			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-28	2021-08-12 13:30	CEOI 0603 ADJ2200000003	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

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

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division, for the agency, the West Virginia Army National Guard, Construction and Facilities Management Office, is soliciting Expressions of Interest from qualified firms to provide professional design services to develop construction documents to address the second South Gate Road Slip Stabilization, at Camp Dawson, WV, per the attached documentation.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WV 25311	KINGWOOD	WV 26537-1077
US		US	

Line	Comm Ln Desc	Qty	Unit Issue
1	South Gate Road Slip Stabilization Design-Camp Dawson		

Comm Code	Manufacturer	Specification	Model #
81101508			

Extended Description:

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

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page
ADJ2200000003	Draft	South Gate Road Slip Stabilization Design-Camp Dawson	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXPRESSION OF INTEREST

CEOI ADJ22*03 - Camp Dawson South Gate Road Slip Stabilization Design

TABLE OF CONTENTS:

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

SECTION ONE: GENERAL INFORMATION

1. **PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI” or “Bids”) for West Virginia Army National Guard, Construction and Facilities Management Office (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide architecture and engineering design services and to provide renovation-construction bid documents suitable for advertisement, using state purchasing procedures. Approximately 200 linear feet of road embankment is currently unstable and slipping; impacting a road used by the West Virginia Army National Guard (WVARNG) and a stream. (“Project”). **The award, execution and completion of this contract is contingent upon receipt of Funding.**
3. **SCHEDULE OF EVENTS:**

Release of the EOI.....	07/28/2021
Expressions of Interest Opening Date.....	08/12/2021
Estimated Date for Interviews of Three Firms.....	TBD
Price Negotiations Commence with Highest Ranked Firm	TBD

EXPRESSION OF INTEREST

CEOI ADJ22*03 - Camp Dawson South Gate Road Slip Stabilization Design

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on the next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

Submit Questions to: David Pauline, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: david.h.pauline@wv.gov

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

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

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

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

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

Revised 07/01/2021

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: **August 12, 2021 at 1:30 pm**

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

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

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

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

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

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

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

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

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

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

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

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

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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.

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SECTION THREE: PROJECT SPECIFICATIONS

1. **Location:** Agency is located at WVARNG, Joint Forces Headquarters, Construction and Facilities Management Office, 1707 Coonskin Drive, Charleston, WV 25311 and the Project will be completed at Camp Dawson, located at Kingwood WV.
2. **Background:** The Owner is seeking the services of a qualified professional architectural/engineering firm to design and develop construction bid documents to fully repair a slip and stabilize the slope of approximately 200 linear feet of road embankment on the South Gate access road. This facility will be renovated to support elements of the West Virginia Army National Guard Command.
3. **Qualifications and Experience:** Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.
4. **Project and Goals:** The project goals and objectives are listed below. Vendors should discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:
 - 4.1. Provide a complete design including all engineering disciplines to prepare construction bid documents for the WV State Purchasing Division. The key design elements include, stabilizing the road embankment, rebuilding the road, and protecting the stream below the site.
 - 4.2. Provide a complete design for the South Gate Access road, which is used by heavy and large military vehicles and equipment to access training areas. The road shall be repaired in such a manner as to accommodate the loads and sizes of these military vehicles.
 - 4.3. If required, designer to provide all geotechnical work to include any necessary drill borings. Designer shall be responsible for researching and investigating the location of existing underground and above ground utilities, and to provide drawings and specifications of any and all utility and road infrastructure as needed and directed by the owner and/or state agency, utility company or other utility approval authority for Kingwood, West Virginia.

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- 4.4. Drawings, specifications and cost estimates are to be submitted at 35%, 65%, 95% and 100% design milestones. Designer may submit 35%, 65% and 95% drawings and specifications digitally; 100% construction documents are to be submitted both digitally and 3 hard copies.

- 5. Oral Presentations/Interviews:** The Agency has the option of requiring oral presentations of three vendors that are determined to be the most qualified to provide the required service. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this EOI. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

- 5.1. Materials and Information Required at Oral Presentation:**
“Evaluation and Award Process” will be conducted with the three (3) firms selected as the most qualified by the WVARNG-CFMO selection committee. The Committee will schedule the interviews.

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

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

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SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

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

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

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

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

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

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

Total 100

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SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of 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 AIA-B101-2017
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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

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

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

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

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

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

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

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

Please make Insurance Certificate Holder to Read
West Virginia Army National Guard
1707 Coonskin Drive, Charleston, WV 25311

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

9. WORKERS' COMPENSATION INSURANCE: 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.

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.

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

(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.

(Company)

(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____