



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 @ 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1235750

Procurement Type: Central Contract - Fixed Amt

Vendor ID: 000000209609

Legal Name: CIVIL TECH ENGINEERING INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 06/21/2023

Response Time: 9:26

Responded By User ID: cte_01

First Name: Mark

Last Name: Pennington

Email: civiltech1@frontier.com

Phone: 304-757-8094

SO Doc Code: CEO1

SO Dept: 0310

SO Doc ID: DNR2300000005

Published Date: 6/7/23

Close Date: 6/22/23

Close Time: 13:30

Status: Closed

Solicitation Description: A&E - Pendleton Lake Dam Renovations

Total of Header Attachments: 1

Total of All Attachments: 1

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

Comm Code	Manufacturer	Specification	Model #
81100000			

Commodity Line Comments: EOI Only

Extended Description:

Design and contract administration services of new dam renovations at Pendleton Lake Dam, Blackwater Falls Resort State Park.

CIVIL TECH ENGINEERING, INC.

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

Mr. Matt Yeager
WV Division of Natural Resources
Parks and Recreation Section
324 4th Avenue
South Charleston, West Virginia 25303

June 22, 2023

Subject: **Expression of Interest – DNR230000005**
A/E Services for Pendleton Lake Dam Repairs
Blackwater Falls State Park
Tucker County, West Virginia
Civil Tech Proposal P23502

Dear Mr. Yeager:

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

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

Our qualifications and experience are summarized below:

1. **Periodic inspections of Pendleton Lake Dam have been performed by our company bi-annually since 2007.** Periodic inspection of the subject dam over the last 16+ years has allowed our engineers to become familiar with the design and history of the dam, and the deficiencies that will need to be corrected to obtain a Certificate of Approval for modification from the WVDEP Dam Safety Section.
 - **Successful completion of 70+ dam rehabilitation and design projects throughout West Virginia. See the enclosed state map following this cover letter showing our dam project locations.**
 - **Construction Contract Administration provided on more than 60 Dam Modification Projects.**
 - More than 120 years combined personnel experience with dam safety, design, and rehabilitation.
 - 2010 Recipient of the WVDEP Environmental Excellence Award – Safe Dams Category.
 - 2013 Berwind Dam Modification Project Designed by Civil Tech received the WVDEP Environmental Excellence Award – Safe Dams Category.
 - Responsible for Periodic Inspections of 72+ dams in West Virginia including all WVDNR Parks & Recreation and Wildlife Section Dams.
 - Experience with innovative dam modification techniques including the use of Roller Compacted Concrete (RCC).
 - Experience with dam break and risk assessment.
 - Experience with design and permitting of dam declassification (height reduction below jurisdiction).
 - Complete understanding of dam rehabilitation requirements and regulations.

CIVIL TECH ENGINEERING, INC.

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

- Strong working relationship with the WVDEP Dam Safety Section.
- Strong working relationship with the WVDNR Parks and Recreation/Wildlife Resources Sections.
- Practical construction and contract administration experience.

Based on our experience with the subject dam, and 70 other dams successfully rehabilitated/repared in West Virginia, we believe Civil Tech is uniquely qualified to provide engineering design and contract administration services for this project.

We look forward to meeting with you and the selection committee to discuss our qualifications, experience, and an approach to the project.

Very truly yours,

CIVIL TECH ENGINEERING, INC.



Mark E. Pennington MS, PE
Principal Engineer

DNR2300000005

STATEMENT OF QUALIFICATIONS
TO PROVIDE PROFESSIONAL ENGINEERING SERVICES
FOR
PENDLETON LAKE DAM REPAIRS
BLACKWATER FALLS STATE PARK

SUBMITTED TO:

WVDNR – SOUTH CHARLESTON, WEST VIRGINIA

SUBMITTED BY:

CIVIL TECH ENGINEERING, INC.
300A PRESTIGE DRIVE
HURRICANE, WEST VIRGINIA 25526
PHONE: 304-757-8094, FAX: 304-757-8095
civiltech1@frontier.com

DATE SUBMITTED:

JUNE 22, 2023

PHOTO: PARK DAM 2016 MODIFICATIONS – CACAPON STATE PARK

TABLE OF CONTENTS

	<u>Page No.</u>
<u>LOCATION</u>	1
<u>1. BACKGROUND</u>	1
<u>2. PROJECT AND GOALS</u>	1
<u>2.1 Goal/Objective 1</u>	1
<u>2.2 Goal/Objective 2</u>	1
<u>2.3 Goal/Objective 3</u>	4
<u>3.0 QUALIFICATIONS, EXPERIENCE, AND PAST PERFORMANCE</u>	4
<u>A. Design and Contract Administration Team</u>	4
<u>B. Description of Firms' Dam Safety Experience</u>	5
B.1. <u>Dam Safety Experience</u>	5
B.2. <u>Awards and Recognition</u>	9
B.3. <u>Construction Contract Administration</u>	9
B.4. <u>Dam Break and Risk Assessment</u>	10
B.5. <u>Innovative Rehabilitation Techniques</u>	10
B.6. <u>Access and Facility Improvements</u>	11
B.7. <u>Maintenance of Facility</u>	12
<u>C. Experience Obtaining Certificates of Approval</u>	12
<u>D. Dam Design and Construction Client and Reference List</u>	13
<u>3.1.a. Procedure for Communication</u>	15
<u>3.1.b. and 3.1.c. Owner's Budget and Schedule</u>	16
1. General	16
2. Proposed Schedule	17
3. Dam Rehabilitation Design	18

TABLE OF CONTENTS (cont.)

	<u>Page No.</u>
4. Contract Administration	18
5. Experience Meeting Deadlines	19
<u>3.1d. Experience in Professional Disciplines</u>	21

ILLUSTRATIONS

TABLE 1 – Dam Project Experience Matrix

TABLE 2 – Modifications Experience Summary

WV MAP ILLUSTRATING DAM PROJECT LOCATIONS

Key Personnel Resumes

DNR2300000005 - EOI

LOCATION: The Owner's location is 324 4th Avenue, South Charleston WV 25303. The proposed project will be completed at Pendleton Lake Dam located in Blackwater Falls State Park in Tucker County, WV.

1. BACKGROUND: The Division of Natural Resources intends to do construction renovations and upgrades to the existing Pendleton Lake Dam located at Blackwater Falls State Park in Tucker County, West Virginia. Based on information provided in the EOI and our knowledge of the project gained through periodic inspections performed since 2007, repairs and improvements will be required to comply with WVDEP Dam Safety Regulations and obtain a Certificate of Approval for the dam from that agency. The project will also require coordination with proposed trail improvements. A detailed description of proposed project scope will be provided herein.

2. PROJECT AND GOALS:

2.1 Goal/Objective 1 - Review existing plans and conditions as well as the operation of the structure and evaluate while communicating effectively with the owner to determine a plan that can be implemented in a manner that will minimize disruption to concurrent operation of the facility and meet all objectives.

As mentioned, our firm has performed periodic inspections of the subject dam since 2007. Considering this, our firm is familiar with the history and deficiencies of the dam thus allowing us to streamline the design development, review, and permitting process.

Our understanding of the dam and its history and deficiencies will allow us to design modifications that minimize disruption to the facility and meet the needs of the Owner. Since the project will involve complete design of modifications, our firms' working relationship with DNR personnel will prove invaluable to preparing a design that requires minimal revisions and changes.

2.2 Goal/Objective 2 - As a portion of this process outlined in Objective 1, provide all necessary services to design the facilities described in this EOI in a manner that is consistent with The Division of Natural Resources needs, objectives, current law, and current code; while following the plan to design and execute the project within the project budget.

The following provides our proposed scope for the required services in order to meet the objectives as outlined in this EOI. In general, these services include engineering, permitting, and modifications required to bring the dam into compliance with the WVDEP Dam Safety Regulations in order to obtain a certificate of approval for the dam.

Based on these objectives, we recommend the following scope that includes engineering, permitting, and design of modifications necessary to bring the dam into compliance with the WVDEP Dam Safety Regulations. These services will include:

1. Topographic Mapping of the Dam will be developed. Mapping will be developed with a 2 ft. contour interval.
2. Detailed Inspection and Assessment of the Condition of the Dam and Appurtenances.
3. Downstream Hazard Assessment and Mapping: Mapping will be performed in the downstream hazard as needed to support the dam break and risk assessment.
4. Dam Break and Risk Assessment: Dam break will be modeled to assess downstream impacts due to the flood wave(s) and determine the hazard rating of the dam as a first step. This phase will allow determination of the design storm which is typically the primary driver for modifications and costs of the same.
5. Hydrologic/Hydraulic Analysis: Flood routing will be performed to determine measures required to bring the dam and spillway into hydraulic compliance. This may include one or a combination of raising the dam to increase storage, widening the emergency spillway, or designing the dam to overtop.
6. Subsurface Investigation and Laboratory Testing: Subsurface Investigation will be performed at the dam to provide soil and bedrock information needed for stability and seepage analysis and, design of modifications. Considering the dam is of rockfill construction, drilling in the embankment may not be feasible. However, drilling will be performed at the toe of the dam to evaluate conditions in this area. Also, drilling is planned in the emergency spillway side slope to evaluate soil/rock conditions for use in design if the spillway requires widening to provide adequate hydraulic capacity. In general, subsurface investigation will include:
 - a. Standard test borings and soil sampling.
 - b. Rock coring as needed.
 - c. Laboratory classification testing.

7. Stability and Seepage Analysis: Perform seepage and stability analysis to comply with the regulations.
8. Preliminary Design Options and Costs: Develop preliminary options to bring the dam into compliance along with a preliminary opinion of probable construction cost.
9. Plans and Specifications will be developed and submitted to the Owner and Dam Safety for review and approval.
10. Prepare a Project Narrative Report as required by the Dam Safety Regulations.
11. Dam Safety Application will be prepared to modify the dam as required to bring it into compliance with the WVDEP Dam Safety Regulations and obtain a COA.
12. Permitting: Permits likely to be required include RTE, SHPO, and a NPDES construction stormwater permit.
13. Construction Phase Services: Services will be provided as required by the COA and will include:
 - a. Conduct the Pre-Bid Meeting.
 - b. Bid Evaluation & Assistance with Award.
 - c. Conduct the Pre-Construction Meeting
 - d. Administer the Construction Contract
 - e. Construction Inspection
 - f. Certify Construction and Prepare As-built Plans.
 - g. Inspect the dam for three years following completion of modifications.

These services are required in order to obtain a certificate of approval and bring the dam into compliance with the current Dam Safety regulations.

In addition, our design will improve the safety and long-term functioning of the dam. The needs of the Owner concerning the recreation uses at the dam will also be prioritized and incorporated in the design. Our design work will consider enhancements for access and recreation including trails and fishing access if desired.

Our extensive experience and understanding of the design and permitting process for dam modification projects will allow us to design and execute the project within budget and on schedule.

Our experience outlined herein with dam rehabilitation projects illustrates our firms' ability to approach projects both logically and creatively resulting in Owner satisfaction and ultimately compliance with current Dam Safety Regulations. Based on the knowledge gained during periodic inspection of the dam included in the EOI, we will be able to begin the project upon notice to proceed with minimal review time required.

2.3 Goal/Objective 3- Provide Construction Contract Administration Services with competent professionals that ensures the project is constructed and functions as designed.

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

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

3. QUALIFICATIONS, EXPERIENCE, AND PAST PERFORMANCE

A. Design and Contract Administration Team

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

Jennifer E. Pennington PE, PLS

Staff:

Mark E. Pennington PE - Principal in Charge

Jennifer E. Pennington PE - Principal in Charge

Robert Kessler - Senior Geologist

Jack Pennington - Geologist

Charles Arthur Jr. – Senior Designer -- CADD/Survey/Inspection

H. Neal Craig – Designer -- CADD/Survey/Inspection

Scott Brown – Construction Manager and Inspector

This is the same design team responsible for all 70 of our past dam rehabilitation and construction contract administration projects. Our team knows how to put together a successful dam rehabilitation project and stay on schedule and within budget throughout the design and construction process.

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

B. Description of Firms' Dam Safety Experience

B.1 Dam Safety Experience: Seventy (70) Dam Modification and Repair Projects ranging in cost from \$ 50,000 to \$ 1,700,000 have been completed by our firm and principals.

The locations of our dam projects in West Virginia are shown on the State map included in the Illustrations Section of this EOI. Civil Tech's dam experience is also summarized on Table 1 – Dam Project Experience Matrix included in the Illustrations Section of this EOI. This table includes Owner name, type of project, and if a COA was required and obtained. Owner Contact information is provided herein.

Our dam modifications typically include the remediation of seepage/stability concerns, as well as design and construction of reinforced concrete control structures/walls, principal spillway riser design and/or remediation, and outlet pipe wingwall design and construction. **In addition, we have extensive knowledge and experience performing hydraulic/hydrologic analysis required to determine the dam hazard classification. This experience includes in-depth knowledge of the procedures required to perform risk assessment that can often result in a reduction of the required design storm within the hazard classification. Since the required design storm is often the most influential factor driving modifications and associated costs, this is valuable expertise we feel is unique to our firm.**

One project we would like to highlight herein is the completed construction of modifications to the Park and Reservoir Dams at Cacapon State Park. The project was managed by Mark Pennington with inspection services provided by Scott Barnes our resident technician. The project utilized about 2600 CY of RCC to armor the downstream slope and crest of Park Dam and the emergency spillway berm at Reservoir Dam. Modifications also corrected leaky pipes, stability, and seepage concerns and improved access at both dams for fishermen while maintaining the aesthetic and original configuration and appearance at both dams. In addition, existing drain pipes were slip lined and a reinforced concrete end dam was designed and constructed below the emergency spillway to control velocity at the Park Dam. The project was completed on time and within budget and has been accepted by the WVDEP Dam Safety Section. See below for pictures:

CIVIL TECH ENGINEERING, INC. "Attention to Detail"



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



PARK DAM MODIFICATION (RCC PLACEMENT), CACAPON STATE PARK



PARK DAM MODIFICATION COMPLETE, CACAPON STATE PARK



RESERVOIR DAM MODIFICATION, CACAPON STATE PARK (BEFORE)



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



RESERVOIR DAM MODIFICATION, CACAPON STATE PARK (AFTER)

B.2. Awards and Recognition: As recognition for our dedication to the dam safety field and our excellent work, Civil Tech received the 2010 WVDEP Environmental Excellence Award – Safe Dam Category. 2010 was the first year this award had been offered and Civil Tech was the first recipient after being nominated by members of the Dam Safety Section.

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



BERWIND DAM MODIFICATION (RCC), MCDOWELL COUNTY, WV

B.3. Construction Contract Administration: Our principal, Mark Pennington, has 45+ years' experience with construction and contract administration for dam modification projects. Mr. Pennington has been responsible for the contract administration for 48+ dam modification projects. Based on our knowledge of this project, we anticipate a construction contract will be required to modify the dam and spillway to bring the dam into compliance and obtain a COA.

- B.4. Dam Break and Risk Assessment: As mentioned herein, our engineers have experience with dam break and risk assessment necessary to define the hazard rating and the associated design storm. Where feasible, this technique can result in reduced measures necessary to bring a dam into compliance with the regulations and substantial cost savings. We used this technique at Seneca Dam in 1999 and were able to bring the dam into compliance and obtain a certificate of approval for a low construction cost of about \$120,000. Also, more recently, Dam Break and Risk Assessment Analysis was used to reduce the required design storm at Conaway Run Dam in Tyler County, Fairfax Dam in Preston County, Rollins Dams in Jackson County, and private dams; Winfield Water Supply Dam, and Lake Sam Hill Dam. The reduction in design storm allowed design of more economically practical modifications for these dams. Proper understanding of the WVDEP requirements for dam break and risk assessment are essential in evaluating the design class and associated storm for a dam. Our firm has gained this understanding through our experience and communication with Dam Safety personnel and will apply these techniques to analysis of the subject dam.
- B.5. Innovative Rehabilitation Techniques: Civil Tech specializes in the use of innovative techniques including the use of Roller Compacted Concrete (RCC) in dam rehabilitation. RCC used as dam overtopping protection provides an economical alternative to spillway improvement/enlargement using excavation techniques in steep terrain and, the use of RCC is readily accepted by Dam Safety. As discussed previously herein, our completed design and construction project performed for the WVDNR at Cacapon State Park included RCC overtopping protection at Cacapon Park Dam and spillway armoring at Cacapon Reservoir Dam. We believe we are the only West Virginia firm with multiple project experience designing and inspecting RCC in dam rehabilitation. In addition, our firm will also explore other innovative techniques for possible design rehabilitation at the subject dams such as the use of Articulated Concrete Block Systems and permanent erosion control matting (ECM) for spillway armoring and/or dam overtopping protection. The spillways have been armored using ECM on a number of our projects and the use of this material has been approved by Dam Safety as an economical alternative to hard armoring.
- B.6. Access and Facility Improvements: Our dam rehabilitation projects have resulted in facility improvements at State Park and Wildlife Management Areas including:
- Access for Fishermen.
 - Boat Launching Ramps.

- Access Roads.
- Trail Improvements
- Parking Facilities.
- Walkways
- Handicap Access.
- Toilet facilities.



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



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

B.7. Maintenance of Facility: Our personnel are sensitive to the park setting and make every effort to complete our projects with minimal disruption of the facility. Our designs are practical and “planned to fit the site.” Park use is always an important consideration when designing modifications for a project.

C. Experience Obtaining Certificates of Approval

- As mentioned, Civil Tech has successfully completed 70 dam modification projects and we have a 100% success rate obtaining certificates of approval from the WVDEP Dam Safety Section when this is a project requirement.
- Certificates of Approval have been obtained by Civil Tech on 32+ Dam Modification/Repair projects since 1996. In addition, our principals were responsible for obtaining certificates of approval for 11 other dams while working
CIVIL TECH ENGINEERING, INC. “Attention to Detail”

for our former employer bringing the total number to 43. Our goals and objectives for dam modification projects always include design of the most economically practical repairs balanced with designs held to the highest standard of care that can be implemented efficiently and within budget. These goals have been met on all of our past projects because of the combined experience of our staff and dedication to Dam Safety in the state of West Virginia. If selected, our firm will continue this dedicated and successful approach during the subject project.

- Our Dam Safety experience with certificates of approval includes; new dam construction, rehabilitation projects necessary to bring existing dams into compliance with current Dam Safety regulations, deregulation of dams, flood damage repairs, reservoir enlargement (water supply), emergency repairs, and maintenance.

Please refer to Table 1 – Dam Project Experience Matrix for a complete listing of dams and projects which have required a certificate of approval. Table 1 is presented in the Illustrations Section of this EOI.

D. Dam Design and Construction -- Client and Reference List

West Virginia Division of Natural Resources

Parks and Recreation Section
Building 3, Room 719
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305-0662
Contact: Mr. Matt Yeager
Phone: 304-558-2764

West Virginia Division of Natural Resources

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

Duke Energy

McGuire Nuclear Station
13225 Hagers Ferry Road
Mail Code: MG0273
Huntersville, NC 28078
Contact: Henry Bailey, PE
Phone: (980) 875-5591

New Winterplace LLC

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

Dominion Generation

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

City of Belington

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

Mt. Top PSD

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

WV Department of Agriculture

Administration Services Division
1900 Kanawha Boulevard, East

State Capitol, Room E-28
Charleston, West Virginia 25305-0170
Contact: Mr. Alan Clemans, Assistant Director
Phone: 304-558-2221

Mr. Gary D. Young
4966 Rocky Step Road
Winfield, WV 25213
Phone: 304-545-0620

3.1.a. Procedure for Communication

The principals of our firm have a strong working relationship with the WVDNR and the WVDEP Dam Safety section that we have developed over the last 40 years. We have worked closely with all members of the Dam Safety Section on projects throughout the state. A state map showing the location of our projects is presented in the Illustrations Section of this EOI.

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

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

Our general approach to communicating with the WVDNR and the WVDEP - Dam Safety Section is summarized below:

- **Initial Meeting/Discussion:** New projects are discussed with Dam Safety, Park Management, and WVDNR Engineering personnel prior to beginning work in order to develop an understanding of the history of the dam, agency and owner concerns, and details of the park use or wildlife management area in order to develop a scope of work necessary to gain approval of the project with minimal disruption of the facility use.

- **File Review:** A complete review of records maintained by the Owner and Dam Safety is conducted by our engineer.
- **Ongoing Review and Consultation:** Results of investigation and engineering analysis are submitted to Dam Safety and the Owner in pdf format by email as they are developed in order to expedite the review process. This piece meal submittal procedure minimizes costly changes and delays once the project plans are complete and ready for formal submission to the agency and owner for review.
- **Reports:** Progress reports are prepared monthly and submitted by email correspondence to keep the WVDEP and owner informed of any issues which have arisen and the progress achieved during the month.
- **Regular Meetings with the Owner and Dam Safety:** Regular meetings are conducted throughout the design and construction process to discuss findings, consult with Dam Safety's Engineers, and obtain direction. In addition, our engineers are always available by phone or email to discuss any aspect of the project or concerns the Owner may have as the project progresses. Prompt reply to questions is a priority of our engineers to ensure the owner's concerns and requirements are incorporated in the design process. Due to our close office proximity to the Owner's office and Dam Safety, we are also available for impromptu meetings as required to resolve any issues or concerns that could affect the project design, schedule, and/or budget.

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

3.1.b. and 3.1.c. Owner's Budget and Schedule

1. **General:** Civil Tech has a history of completing dam safety and rehabilitation projects on time and within budget. All of our projects have been completed at or below the contract fee. A partial listing of recent dam modification projects is provided on Table 2 – Dam Modifications Experience Summary. Table 2 is presented in the Illustrations Section of this EOI. This table demonstrates our ability to complete projects within budget, and lists construction cost estimates, bid price, and actual construction costs for 10 representative projects to illustrate our

CIVIL TECH ENGINEERING, INC. "Attention to Detail"

ability to work within the owner's budget and manage contractors to reduce the need for change orders and cost over-runs. Copies of the certificates of approval issued by Dam Safety for these projects can be provided upon request.

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

- Schematic Design Phase
- Design Development Phase
- Construction Document Phase
- Bidding/Negotiation
- Construction*

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

Because of our experience and knowledge of the Dam Safety regulations and dam design, we can typically complete the design of dam rehabilitation projects within 6 to 9 months or less.

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

2. **Proposed Schedule:** Our firm will dedicate the resources and personnel to ensure the project is completed within the required time frame. Considering our past knowledge of the dam, and extensive experience with dam rehabilitation, we can perform the project efficiently.

We will submit each phase of the project to Dam Safety for review as it is completed. We believe staggering the submittal process to Dam Safety to provide continuous review of the project phases as they proceed will prevent a backlog of submittals (and associated delays), and allow our personnel to work continuously

on the project phases as they are reviewed. Our experience with the design and permitting process is invaluable to the timely completion of this project. Our firm will dedicate key personnel to engineering and design throughout the duration of the project.

3. **Dam Rehabilitation Design:** Based on our knowledge of the dam gained during the periodic inspections performed by our firm since 2007, we understand the deficiencies of the dam and the engineering services required to design/permit modifications for the structure to bring it into compliance. A detailed approach for the project is discussed herein. The Owner and Dam Safety will be informed of all critical aspects of the design as we proceed to allow the final design documents to be prepared based on approval and input from the same. This approach will result in a more efficient review process and minimal revisions. Open and frequent communication with the Owner and Dam Safety during the design process will allow the project to be completed on time and within budget.

We approach our projects as if the Owner and Dam Safety are members of the project team. This approach serves to assure:

- The project meets the Owners requirements.
 - No disruption of park or wildlife management area use unless the dams or reservoirs are usable after mining is complete.
 - Compliance with the regulations.
 - Timely approval of modifications.
4. **Contract Administration:** Based on our experience, construction of dam modifications can usually be completed within a 6-month period. We plan to prioritize the subject project to comply with the required schedule. Our experience with WVDNR and Dam Safety procedures and requirements will aid in streamlining the bid process by allowing the pre-bid meeting and all other communication with the contractor awarded the project to be clear and concise. All questions and concerns will be addressed efficiently based on our intimate understanding of the design thereby minimizing delays and cost over-runs. To facilitate contract administration of the subject dams we propose the following:
 - a. The project manager (Mark Pennington) will make routine site visits during construction and will provide ongoing consultation to address issues as they arise in order to enforce the project plans and specifications and avoid cost over-runs.

- b. Monthly construction summaries including submittals, inspection reports, and laboratory test results will be prepared by our engineer as required by Dam Safety.
- c. We will provide an experienced resident technician to provide full time construction monitoring to document construction and serve as our site representative.
- d. As-built drawings will be required for submission with monthly pay applications submitted by the contractor to verify costs and that the project is being constructed in accordance with the approved plans and specifications as the work is completed.
- e. Priority attention to this project will reduce the risk of cost over-runs and improper construction so that the project can be certified at the completion of construction.

5. Experience Meeting Deadlines:

Thomas Dam Modification Project:

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

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

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

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



THOMAS DAM MODIFICATION, THOMAS, WV

Winterplace Dam Modification Project:

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

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

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

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

WVDNR Dam Modification Projects:

We have performed numerous dam modification projects for Parks & Recreation and Wildlife Resources Sections of the WVDNR. The reader should refer Table 1. All of these projects have been completed within budget and time constraints. The Fairfax Dam Modification Project and the Cacapon Reservoir and Park Dam Modification Project were recently completed in 2021 and 2017, respectively, within budget and on time.

References who can speak about our ability to meet project deadlines are listed below:

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

3.1.d. Experience in Professional Disciplines

Our policy is to perform all engineering services under the direct supervision of a registered professional engineer who is a principal of the firm. All engineering work on this project will be performed with in-house personnel and equipment. This approach will allow us to closely control schedule, cost, and quality. This philosophy has served us well since the company was founded over 27 years ago and has allowed us to successfully complete nearly 2000 projects involving surveying and mapping, civil site design, environmental permitting, geotechnical, structural damage assessment, construction monitoring and testing, and construction contract administration.

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

1. **Technical and Scope Review by the Project Manager (principal of firm and registered professional engineer):** This review assures technical accuracy and that the design complies with standard practice, regulations, and meets the needs of the Owner. Our principal engineers are experienced and competent in all design disciplines expected to be required for the proposed project including:
 - Surveying and Mapping.
 - Geologic Review and Mining Assessment
 - Geotechnical Engineering including soil and rock classification, groundwater monitoring, and interpretation of laboratory test results including permeability and triaxial testing.
 - Seepage and Stability Analysis.
 - Hydrology and Hydraulic Analysis using HEC-HMS, Sites, Hec-1 and Hec-2, Hydrocad, and Hec-Ras.
 - Innovative Design Techniques including the use of RCC, ACBM, and ECM.
 - Reinforced Concrete Design.
 - Pavement Design.
 - Erosion and Sediment Control Plan Design and Permitting.
 - Construction Cost Estimating.
 - Construction Administration and Inspection
2. **Practicality Review by the Construction Manager:** This review assures the design is practical and buildable.
3. **Owners Review:** The Owner will be given the opportunity to review design and construction documents before submission to Dam Safety.

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

ILLUSTRATIONS

TABLE 1 - DAM PROJECT EXPERIENCE MATRIX

BY: CIVIL TECH ENGINEERING INC.

June 22, 2023

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

TABLE 2 -- DAM MODIFICATIONS EXPERIENCE SUMMARY - PARTIAL LISTING

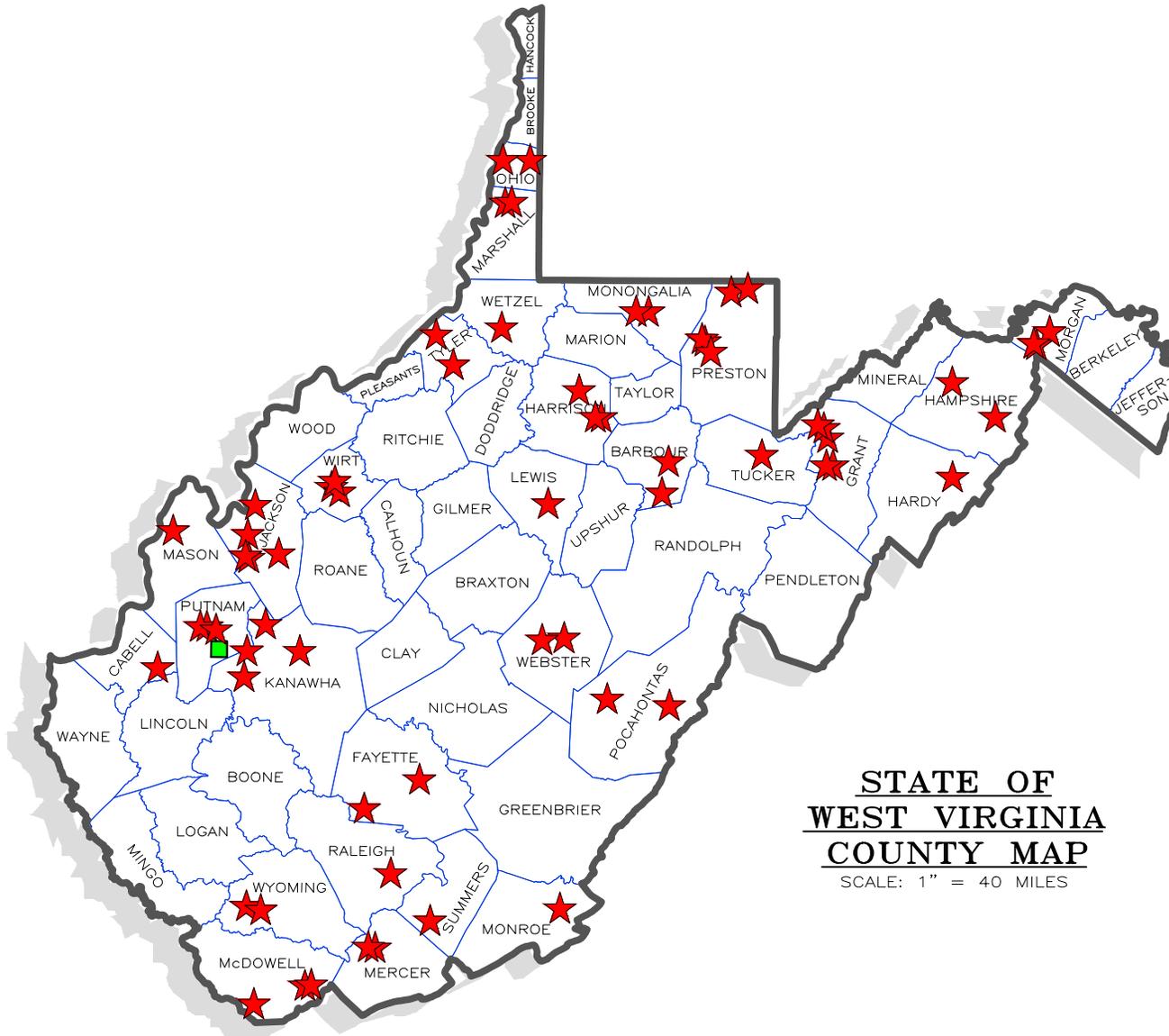
BY: CIVIL TECH ENGINEERING INC.

June 22, 2023

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



- ★ CIVIL TECH'S DAM EXPERIENCE FROM 1996 TO 6/12/23.
- OFFICE OF CIVIL TECH ENGINEERING, INC.
300-A PRESTIGE DRIVE, HURRICANE, WV 25526



**STATE OF
WEST VIRGINIA
COUNTY MAP**
SCALE: 1" = 40 MILES

**DAM MODIFICATION PROJECTS LOCATION MAP
CIVIL TECH ENGINEERING, INC.**

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

EDUCATION:

B.S.C.E. - Civil Engineering - 1977 - West Virginia University

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

PROFESSIONAL REGISTRATION:

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

Professional Surveyor - West Virginia

EMPLOYMENT HISTORY:

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

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

Principal Engineer **-Triad Engineering, Inc., St. Albans, WV**
Vice President September 1980 to February 1996

Staff Engineer **-American Electric Power Service Corporation**
Civil Engineering Laboratory - May 1977 thru July 1978
Ash Utilization & Research - August 1978 to Sept. 1980

PERTINENT EXPERIENCE:

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

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

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

RESUME OF MARK E. PENNINGTON CONTINUED

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

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

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

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

RESUME OF MARK E. PENNINGTON CONTINUED

Dam Safety: Mr. Pennington is qualified in the field of dam safety, rehabilitation, and design. He is responsible for performing over 70 annual safety inspections for various dams and clients throughout West Virginia and surrounding states. Mr. Pennington has been responsible for the design of over 60 dam rehabilitation projects. His areas of expertise include the use of Roller Compacted Concrete (RCC) in the rehabilitation of dams. Mr. Pennington made a presentation at the ASCE fall technical conference in 1994 discussing the use of Roller Compacted Concrete as overtopping protection at the Anawalt Lake Dam. A partial list of typical dam design and rehabilitation projects for which Mr. Pennington has been responsible is provided below:

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

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

RESUME OF MARK E. PENNINGTON CONTINUED

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

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

WVDEP-AML Experience: Mr. Pennington has been responsible for the completion of more than 30 AML projects for the WVDEP since 2008. These projects have ranged in size from under \$ 250,000 to over \$ 1,000,000. He was also responsible for all AML work produced by the St. Albans office of Triad Engineering prior to resigning from the company in early 1996. His work included proposal preparation, planning, direction, management, and performance of all engineering activity associated with Triad's AML contract. Mr. Pennington was responsible for the successful completion of approximately 137 projects during the period from 1990 to 1996. His expertise includes the abatement of mine related problems associated with subsidence, blasting, landslides, mine drainage, refuse fires, mine fires, mine shafts, drainage, impoundments, and groundwater/surface water pollution. Since leaving Triad and forming Civil Tech, he has also been responsible for the investigation of mine subsidence claims throughout West Virginia for the State Board of Risk and Insurance Management (BRIM) and various insurance companies including State Farm and Nationwide. Prior to working with the WVDEP - AML, he worked with the Federal Office of Surface Mining on similar projects.

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

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

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

RESUME OF JENNIFER E. PENNINGTON
PRINCIPAL ENGINEER
05.12.20

EDUCATION

BSCE - Civil Engineering - 1988 - University of Kentucky

CERTIFICATION/REGISTRATION

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

EMPLOYMENT HISTORY

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

PERTINENT EXPERIENCE

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

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

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

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

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

EDUCATION:

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

EMPLOYMENT HISTORY

- June 2000 to Present **Civil Tech Engineering, Inc.** Hurricane, WV
Senior Designer
Responsible for preparation of design drawings using Autocad Civil3D software, survey party chief, and evaluation of mine maps and subsidence.
- July 1999 to June 2000 **Custom Upholstery** St. Albans, WV
Helper/Deliverer Part Time
Experience keeping track of shop inventory and related sales, tearing down furniture to be upholstered and transporting furniture
- Aug 1997 to June 1999 **American Commercial Barge Line** Jeffersonville, IN
Deck Hand
Experience rigging barges together, making locks, chipping, grinding, painting, working in close quarters and maintaining tug boats/chemical barges
- Jan 1995 to Aug 1997 and July 1989 to June 1993 **Pizza Hut Inc.** South Charleston, WV
Shift Manager
Experience updating customer data, completing close of daily receipts, insuring that paperwork balances, operating computerized cash register and possessing exemplary customer and employee relations
- June 1993 to Dec 1994 **First Choice Equipment** Ashland, VA
Mechanic
Experience maintaining tractor-trailers, various welding jobs, paint preparation and painting

RESUME OF CHARLES D. ARTHUR, Jr. Continued

PERTINENT EXPERIENCE:

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

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

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

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

RESUME OF ROBERT R. KESSLER
GEOLOGIST
4 - 22 - 21

EDUCATION:

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

CERTIFICATIONS:

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

EMPLOYMENT HISTORY:

Geologist - Civil Tech Engineering, Inc. 1996 – present
Responsible for all geologic studies/investigations.
Typical projects include mining subsidence investigations,
Teter Creek Dam, Thomas Dam, Old Pond 11 Dam,
Seneca Dam, Cacapon State Park Dams, Rollins Dam No.s 1
and 2, Cedar Lakes Dam No.s 1 and 2, Fairfax Pond Dam,
Winfield WS Dam, FMC Sportsman’s Club Dams.

Geologist - Aggregate Group, West Virginia Division of Highways
Group Leader - August 1998 to 2004 (retired), Materials Control Division

Division Reorganization

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

Division Reorganization

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

Division Reorganization

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

RESUME OF ROBERT KESSLER CONTINUED

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

PERTINENT EXPERIENCE

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

In addition to his duties reviewing mine subsidence claims, Mr. Kessler has also been responsible for the geologic study and investigation for over 60 dam rehabilitation projects in West Virginia.

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

RESUME OF SCOTT T. BARNES
SENIOR ENGINEERING TECHNICIAN – CONSTRUCTION MANAGER
12.21.21

EDUCATION:

Great Bridge High School

Great Bridge, Virginia 1973

North Carolina Commercial Contractor's License.

North Carolina Real Estate License.

North Carolina Department of Transportation Concrete Technician.

EMPLOYMENT HISTORY

Resident Technician

Civil Tech Engineering Inc.

September 2016 – Present

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

Resident Technician for Conaway Run Dam Modifications. Responsible for daily oversight of a \$ ½ Million construction project and reporting. Served as owner and engineer's site representative. Project was completed on time and within budget.

Superintendent

Housecraft, LLC, College Park, Maryland.

June 2014 – May 2015

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

Superintendent

F.D. Neal Construction, Woodstock, Virginia

June 2012 – May 2013

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

Superintendent

Southland Concrete, Dulles, Virginia

June 2004 – March 2012

Concrete construction subcontractor, superintendent on the following:

Tysons II, ten floor, steel frame office building.

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

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

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

DEA Data Center, tilt-ups. Hitt Contracting.

RESUME OF SCOTT T. BARNES CONTINUED

US Pharmacopeia, concrete frame multi-story parking garage and office. DPR.
Northwoods, six tilt-ups, office/warehouses.

Wisconsin Place, concrete frame 15 story apartment and below grade parking. I was one of three Southland Concrete superintendents on this job. Turner Construction.
Woodgrove High school, steel frame and masonry. Davis Construction.
Nap of the Cap, two precast buildings on CIP walls and two story steel frame office. Hitt Contracting.

Vida Fitness, concrete frame three story. Forrester.
United Therapeutics, concrete frame, seven floors. I completed the last four months of this job. DPR.

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

Superintendent

Federal Concrete, Centerville, Virginia
August 2003 - June 2004
Residential stamped concrete.

Superintendent

Southland Concrete, Dulles, Virginia
October 2002 - August 2003
Five tilt-ups.

Superintendent

Cleveland Cement, Richmond, Virginia
May 2001 - September 2002
Richmond Convention Center, steel frame, concrete frame, column up to 76' tall, walls, SOG.
Turner Construction.

Superintendent

Southland Concrete, Dulles, Virginia.
January 2000 - May 2001
Steel frame and tilt-ups.

Self Employed Concrete Subcontractor

S. T. Barnes, Inc., Jarvisburg, North Carolina.
1992 - January 2000
Commercial concrete construction with sales of 2 million per year. Owned a 28-meter concrete pump, thirty employees. Cell tower mat foundations, two museums, schools, foundation for the Cape Hatteras Lighthouse.

RESUME OF SCOTT T. BARNES CONTINUED

Manager, Concrete Division

Outer Banks Contractors, Kitty Hawk, North Carolina.

1983 – 1992

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

Superintendent

Housecraft, LLC, College Park, Maryland.

June 2014 – May 2015

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

Superintendent

Southland Concrete, Dulles, Virginia

June 2004 – March 2012

Concrete construction subcontractor, superintendent on the following:

Tysons II, ten floor, steel frame office building.

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

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

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

DEA Data Center, tilt-ups. Hitt Contracting.

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

Northwoods, six tilt-ups, office/warehouses.

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

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

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

Vida Fitness, concrete frame three story. Forrester.

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

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

Superintendent

Federal Concrete, Centerville, Virginia

August 2003 - June 2004

Residential stamped concrete.

Superintendent

Southland Concrete, Dulles, Virginia

October 2002 – August 2003

Five tilt-ups.

RESUME OF SCOTT T. BARNES CONTINUED

Superintendent

Cleveland Cement, Richmond, Virginia

May 2001 – September 2002

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

Superintendent

Southland Concrete, Dulles, Virginia.

January 2000 - May 2001

Steel frame and tilt-ups.

Self Employed Concrete Subcontractor

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

1992 – January 2000

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

Manager, Concrete Division

Outer Banks Contractors, Kitty Hawk, North Carolina.

1983 – 1992

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

DNR230000005 - EOI



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

State of West Virginia
 Centralized Expression of Interest
 Architect/Engr

Proc Folder: 1235750			Reason for Modification:
Doc Description: A&E - Pendleton Lake Dam Renovations			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-07	2023-06-22 13:30	CEOI 0310 DNR2300000005	1

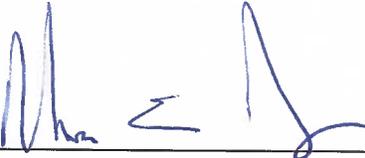
BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: WWOASIS Vendor#000000209609
Vendor Name : Civil Tech Engineering, Inc.
Address : 300A
Street : Prestige Drive
City : Hurricane
State : WV **Country :** USA **Zip :** 25526
Principal Contact : Mark E. Pennington, MS, PE
Vendor Contact Phone: 304-757-8094 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 James H Adkins
 (304) 558-3397
 jamie.h.adkins@wv.gov

Vendor Signature X  **FEIN#** 55-0757403 **DATE** 06-22-2023

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

ADDITIONAL INFORMATION

The Acquisitions and Contract Administration Section of the Purchasing Division ("Purchasing Division") is soliciting Expression(s) of Interest ("EOI") for The Division of Natural Resources ("Agency"), from qualified firms to provide architectural/engineering services ("Vendors") as defined herein.

2.PROJECT: The mission or purpose of the project for which request for qualifications are being solicited is to provide necessary engineering, and other related professional services to design, specify, and provide construction contract administration services for the significant renovations and upgrades to bring the existing Pendleton Lake Dam located at Blackwater Falls State Park, in Tucker County, West Virginia ("Project") into compliance with current Dam Safety requirements per the attached specifications and terms and conditions.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV 25305 US	DIVISION OF NATURAL RESOURCES BLACKWATER FALLS STATE PARK 1584 BLACKWATER LODGE RD DAVIS WV 26260-0490 US

Line	Comm Ln Desc	Qty	Unit Issue
1	Professional engineering services		

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description:
Design and contract administration services of new dam renovations at Pendleton Lake Dam, Blackwater Falls Resort State Park.

SCHEDULE OF EVENTS

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

EXPRESSION OF INTEREST

Pendleton Lake Dam Repairs
Blackwater Falls State Park

TABLE OF CONTENTS:

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

SECTION ONE: GENERAL INFORMATION

- 1. PURPOSE:** The Acquisitions and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI”) for The Division of Natural Resources (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
- 2. PROJECT:** The mission or purpose of the project for which request for qualifications are being solicited is to provide necessary engineering, and other related professional services to design, specify, and provide construction contract administration services for the significant renovations and upgrades to bring the existing Pendleton Lake Dam located at Blackwater Falls State Park, in Tucker County, West Virginia (“Project”) into compliance with current Dam Safety requirements.

EXPRESSION OF INTEREST

Pendleton Lake Dam Repairs
Blackwater Falls State Park

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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email:

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. 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 below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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

Bid Opening Date and Time:

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

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

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

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

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

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

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

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

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

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

23. EMAIL 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 WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

EXPRESSION OF INTEREST

Pendleton Lake Dam Repairs
Blackwater Falls State Park

SECTION THREE: PROJECT SPECIFICATIONS

- 1. Background:** The Division of Natural Resources intends to do construction renovations and upgrades to the existing Pendleton Lake Dam located at Blackwater Falls State Park, in Tucker County. Vendors are being solicited to provide necessary professional engineering services to design renovations and provide construction administration. The planned improvements should include an engineering analysis and recommendations to obtain certification of approval with WV Dam Safety Section. The project as currently envisioned will require coordination with the proposed trail improvements. The Owner will request the design team to provide preliminary studies pertaining to design options related to construction cost.
- 2. Project and Goals:** The project goals and objectives are listed below. Vendors should discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:

 - 2.1. Goal/Objective 1: Review existing plans and conditions as well as the operation of the structure and evaluate while communicating effectively with the owner to determine a plan that can be implemented in a manner that will minimize disruption to concurrent operation of the structure and meet all objectives.
 - 2.2. Goal/Objective 2: As a portion of this process outlined in Objective 1, provide all necessary services to design the facilities described in this EOI in a manner that is consistent with The Division of Natural Resources needs, objectives, current law, and current code; while following the plan to design and execute the project within the project budget.
 - 2.3. Goal/Objective 3: Provide Construction Contract Administration Services with competent professionals that ensures the project is constructed and functions as designed.
- 3. Qualifications, Experience, and Past Performance:** Vendors must include a statement of qualifications and performance data. The statement of qualifications and performance data may be presented through things like information regarding its employees, such as

EXPRESSION OF INTEREST

Pendleton Lake Dam Repairs Blackwater Falls State Park

staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and the project goals and objectives and how they were met.

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

4. **Oral Presentations/Interviews:** The Agency will conduct individual interviews with the three vendors that are determined to be the most qualified to provide the required service. During oral presentations/interviews, vendors may not alter or add to their submitted proposal, but only clarify information already submitted. A description of the materials and information to be presented is provided below:

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

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

EXPRESSION OF INTEREST

Pendleton Lake Dam Repairs
Blackwater Falls State Park

SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOIs should be prepared simply and economically, providing a straight-forward, concise description of the firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
2. **BIDS MUST NOT CONTAIN PRICE INFORMATION:** The State shall select the best value solution according to W. Va. Code §5G-1-3. In accordance with Code requirements, no "price" or "fee" information is permitted in the Vendor's EOI response.
3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with W.Va. Code §5G-1-3. That Code section requires the following related to evaluation and award:
 - 3.1. **Selection Committee Evaluation and Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
 - 3.1.1. evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
 - 3.1.2. conduct interviews with each of the three firms selected.
 - 3.1.3. rank the three selected firms in order of preference.
 - 3.1.4. and 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.

EXPRESSION OF INTEREST

Pendleton Lake Dam Repairs
Blackwater Falls State Park

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

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

- | | |
|---|---------------------------|
| • Qualifications, Experience, and Past Performance | 40 Points Possible |
| • Goals and Objectives: –
Anticipated Concepts and Methods of Approach | 40 Points Possible |
| • <u>Oral Interview</u> | <u>20 Points Possible</u> |
| Total | 100 |

EXPRESSION OF INTEREST

Pendleton Lake Dam Repairs
Blackwater Falls State Park

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: The Initial Contract Term will be for a period of _____ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: _____ per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

Revised 11/1/2022

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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 heath, 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

**ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)**

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

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

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

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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

(Printed Name and Title) Mark E. Pennington, MS, PE

(Address) 300A Prestige Drive, Hurricane, WV 25526

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

(Email address) civiltech1@frontier.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Civil Tech Engineering, Inc.
(Company)

(Signature of Authorized Representative)

Mark E. Pennington, MS, PE, President June 22, 2023

(Printed Name and Title of Authorized Representative) (Date)

304-757-8094/304-757-8095

(Phone Number) (Fax Number)

civiltech1@frontier.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CEOI 0310 DNR230000005

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

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

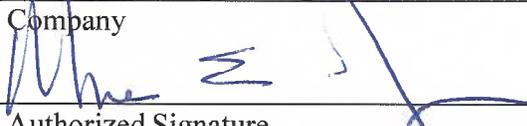
Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Civil Tech Engineering, Inc.

Company


Authorized Signature

June 22, 2023

Date

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