



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: 1403403

Procurement Type: Central Purchase Order

Vendor ID: 000000210866 

Legal Name: ALLIANCE CONSULTING INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 04/17/2024 

Response Time: 9:24

Responded By User ID: allianceco 

First Name: Braden

Last Name: Hoffman

Email: bhoffman@aci-wv.com

Phone: 3042550491

SO Doc Code: CEOI

SO Dept: 0310

SO Doc ID: DNR2400000007

Published Date: 4/1/24

Close Date: 4/17/24

Close Time: 13:30

Status: Closed

Solicitation Description: A&E - Little Beaver & Twin Falls SP Campground Improvements

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1403403
Solicitation Description: A&E - Little Beaver & Twin Falls SP Campground Improvements
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2024-04-17 13:30	SR 0310 ESR04172400000006090	1

VENDOR
 000000210866
 ALLIANCE CONSULTING INC

Solicitation Number: CEOI 0310 DNR2400000007
Total Bid: 0
Response Date: 2024-04-17
Response Time: 09:24:20
Comments:

FOR INFORMATION CONTACT THE BUYER

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

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

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

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

Comm Code	Manufacturer	Specification	Model #
81100000			

Commodity Line Comments:

Extended Description:

Design and contract administration services of campground improvements at Little Beaver State Park.



Alliance Consulting, Inc.
Engineers • Constructors • Scientists

April 17, 2024

WEST VIRGINIA DIVISION OF NATURAL RESOURCES

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

Transmittal

Centralized Expression of Interest

A&E - Little Beaver & Twin Falls SP Campground Improvements

Solicitation No. CEOI-0310-DNR2400000007

Raleigh and Wyoming Counties, West Virginia

To whom it may concern:

The package herein is in response to the Centralized Expression of Interest (CEOI) issued April 1, 2024 for the A&E - Little Beaver & Twin Falls SP Campground Improvements Project. Please find enclosed the CEOI forms and supporting documents for Alliance Consulting, Inc. for consideration.

If you have any questions or require additional information, please let us know.

Respectfully submitted,

ALLIANCE CONSULTING, INC.

Brian C. Shorts, P.E.
Project Manager

Braden A. Hoffman
Senior Vice President/CFO

BCS/BAH:kjs



Alliance Consulting, Inc.
Engineers • Constructors • Scientists

**SEALED BID: A&E - Little Beaver & Twin Falls SP
Campground Improvements**

VENDOR: Alliance Consulting, Inc.

BUYER: Mr. Josh Hager

SOLICITATION NUMBER: CEOI 0310 DNR2400000007

BID OPENING DATE: 04/17/2024

BID OPENING TIME: 1:30 PM ET

FAX NUMBER: 304-558-3970

Beckley, WV

Raleigh County Airport Industrial Park
124 Philpott Lane
Beaver, WV 25813-9502
Telephone: (304) 255-0491
Fax: (304) 255-4232

Canonsburg, PA

3 Four Coins Drive, Ste. 100
Canonsburg, PA 15317
Telephone: (724) 745-3630
Fax: (724) 745-3631



CENTRALIZED EXPRESSION OF INTEREST DOCUMENT **SOLICITATION NO.: CEOI 0310 DNR240000007**

CONTENTS

STATE OF WEST VIRGINIA – PURCHASE DIVISION DOCUMENTS

1. Agency Expression of Interest Form
2. Solicitation/Expression of Interest Document and Certification

PROJECT SPECIFICATIONS DOCUMENTS

1. Background
2. Qualifications, Experience, and Past Performance
 - Attachment “A” - Resumes for Key Staff Members
3. Project and Goals
4. Oral Presentations/Interviews

VENDOR ADMINISTRATIVE INFORMATION

1. Vendor Identification Number & Licenses
2. Federal Employee Identification Number
3. Proof of Workers Compensation Coverage and Professional Liability Insurance
4. Proof of WV SWAM Small Business Certification

STATE OF WEST VIRGINIA –
PURCHASE DIVISION DOCUMENTS

Solicitation No.: CEOI 0310 DNR2400000007



1. AGENCY EXPRESSION OF INTEREST FORM

The completed Agency Expression of Interest Forms are included on the pages that follow.





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: 1403403
Doc Description: A&E - Little Beaver & Twin Falls SP Campground Improvements
Proc Type: Central Purchase Order
Reason for Modification:

Date Issued	Solicitation Closes	Solicitation No	Version
2024-04-01	2024-04-17 13:30	CEOI 0310 DNR2400000007	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000210866
Vendor Name : Alliance Consulting, Inc.
Address : 124 Philpott Lane
Street : 124 Philpott Lane
City : Beaver
State : WV **Country :** US **Zip :** 25813
Principal Contact : Brian C. Shorts
Vendor Contact Phone: 304-255-0491 **Extension:** 104

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X  **FEIN#** 55-0778450 **DATE** April 17, 2024

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

ADDITIONAL INFORMATION

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

PROJECT: The purpose of the project for which Expression(s) of Interest are being solicited is to provide necessary engineering, and other related professional services to design, specify and provide construction contract administration services for the construction of repairs and improvements to the Black Oak campground at Little Beaver State Park in Raleigh County and the campground at Twin Falls State Park in Wyoming County, West Virginia, per the attached specifications and terms and conditions.

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

Line	Comm Ln Desc	Qty	Unit Issue
1	Professional engineering services		

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description:

Design and contract administration services of campground improvements at Little Beaver State Park.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page
DNR240000007	Final	A&E - Little Beaver & Twin Falls SP Campground Improvements	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

2. SOLICITATION/EXPRESSION OF INTEREST DOCUMENT AND CERTIFICATION

The Solicitation/Expression of Interest Document and Certification is included on the pages that follow.





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

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

VENDOR

Vendor Customer Code: 000000210866
Vendor Name : Alliance Consulting, Inc.
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Street : 124 Philpott Lane
City : Beaver
State : WV **Country :** US **Zip :** 25813
Principal Contact : Brian C. Shorts
Vendor Contact Phone: 304-255-0491 **Extension:** 104

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 (304) 558-2306
 joseph.e.hageriii@wv.gov

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EXPRESSION OF INTEREST

West Virginia DNR Parks and Recreation Section Little
Beaver State Park and Twin Falls State Park Campground
Improvements

TABLE OF CONTENTS:

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

SECTION ONE: GENERAL INFORMATION

1. **PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division is soliciting Expression(s) of Interest for Division of Natural Resources, from qualified firms to provide architectural/engineering services as defined herein.
2. **PROJECT:** The purpose of the project for which Expression(s) of Interest are being solicited is to provide necessary engineering, and other related professional services to design, specify and provide construction contract administration services for the construction of repairs and improvements to the Black Oak campground at Little Beaver State Park in Raleigh County and the campground at Twin Falls State Park in Wyoming County, West Virginia. This project will include campsite and campground road alterations, repairs, and improvements to the above mentioned campgrounds. The campground sites, road, and layout will be brought up to a standard design to accommodate current RV's and trailer sizes. An overall campground site plan will be developed to improve campground layout, numbering of sites, and individual campsite design. Campsite upgrades will include 50 amp electrical service, water hook up, picnic table, fire ring, campsite pad improvements, gravity fed sewer hook ups. Design shall meet local, state, and federal regulations.

EXPRESSION OF INTEREST

West Virginia DNR Parks and Recreation Section Little
Beaver State Park and Twin Falls State Park Campground
Improvements

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: NA

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 NA 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: Josh Hager

SOLICITATION NO.: CEOI 0310 DNR2400000007

BID OPENING DATE: See section 7

BID OPENING TIME: See section 7

FAX NUMBER: 304-558-3970

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: 4/17/2024 @ 1:30 PM ET

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 wvOASIS 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

West Virginia DNR Parks and Recreation Section Little
Beaver State Park and Twin Falls State Park Campground
Improvements

SECTION THREE: PROJECT SPECIFICATIONS

- 1. Background:** This project will include campsite and campground road alterations, repairs, and improvements to the above mentioned campgrounds. The campground sites, road, and layout need to be brought up to a standard design to accommodate current RV's and trailer sizes. An overall campground site plan needs to be developed to improve campground layout, numbering of sites, and individual campsite design. Campsite upgrades will include, but not limited to 50 amp electrical service, water hook up, picnic table, fire ring, campsite pad improvements, and gravity fed sewer hook ups. The professional services sought shall include design plans, production of construction plans and specifications for each campground, and providing of contract administration services. Each project plan shall include a cover page with project introduction from the firm and also include a finished drawing of the overall design, a vicinity map, along with a map of the park with defined project location. All work shall be consistent with the agency's needs, mission, and aesthetics.
- 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 conditions and operation of the facility 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/structures 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 and time requirements.
 - 2.3. Goal/Objective 3: Provide Construction Contract Administrative 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 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

EXPRESSION OF INTEREST

West Virginia DNR Parks and Recreation Section Little Beaver State Park and Twin Falls State Park Campground Improvements

manager name and contact information, type of project, and the project goals and objectives and how they were met.

- 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

West Virginia DNR Parks and Recreation Section Little
Beaver State Park and Twin Falls State Park Campground
Improvements

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

West Virginia DNR Parks and Recreation Section Little Beaver State Park and Twin Falls State Park Campground Improvements

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
 - Oral Interview 20 Points Possible
- Total** 100

EXPRESSION OF INTEREST

West Virginia DNR Parks and Recreation Section Little
Beaver State Park and Twin Falls State Park Campground
Improvements

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

7. REQUIRED DOCUMENTS: All of the items checked 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: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$500,000.00 per occurrence.

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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 www.state.wv.us/admin/purchase/privacy.

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.

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) Brian C. Shorts, P.E. - Project Manager

(Address) 124 Philpott Lane, Beaver, WV 25813

(Phone Number) / (Fax Number) 304-255-0491 ext. 104 / 304-255-4232

(email address) bshorts@aci-wv.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.

Alliance Consulting, Inc.

(Company)

(Signature of Authorized Representative)

Braden A. Hoffman - Senior Vice President/CFO

4/17/2024

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

304-255-0491 ext. 146 / 304-255-4232

(Phone Number) (Fax Number)

bhoffman@aci-wv.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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.

Alliance Consulting, Inc.

Company



Authorized Signature

4/17/2024

Date

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

PROJECT SPECIFICATION DOCUMENTS



PROJECT SPECIFICATION DOCUMENTS

Alliance Consulting, Inc. (Alliance) is submitting this Project Specifications response for the West Virginia Division of Natural Resources (WVDNR) Centralized Expression of Interest (CEOI) issued April 1, 2024 in order to provide professional services for the A&E - Little Beaver & Twin Falls SP Campground Improvements (Project) located in Raleigh and Wyoming Counties, WV.

Information contained in this Project Specifications section covers the following request for information identified in the CEOI:

- Section 1 – Background
- Section 2 – Project and Goals
- Section 3 – Qualifications, Experience, and Past Performance
- Section 4 – Oral Presentations/Interviews



1. BACKGROUND

Alliance Consulting, Inc. (Alliance) is a full service multi-disciplinary Civil, Solid Waste, Mining, and Environmental Engineering Consulting firm that was founded in 2001 by individuals with over 100 years of combined industry experience, dating back to 1975. At Alliance, we operate based on a philosophy that places our clients' needs paramount to our planning and business development. Additionally, in today's regulatory setting, we fully understand the need to balance environmental concerns and regulations with business realities. Since 2001, we have been providing a full range of engineering, environmental, field construction testing and inspection, laboratory materials testing analysis, surveying, and permitting services to a variety of clients, including both private industry and the public sector, as well as private landowners. Our engineers, biologists, ecologists, environmental professionals, technicians, inspectors, surveyors, and support staff provide turnkey project solutions. We are capable of taking a project from its initial planning stages through construction completion.

Alliance is a West Virginia owned entity and is a West Virginia SWAM certified small business.

Alliance is capable of meeting your design needs including but not limited to:

- Evaluating existing campsite and campground road layouts.
- Conduct site assessment of existing conditions of the campgrounds.
- Complete preliminary engineering and environmental analyses to provide layout upgrade options to present to the Agency for review.
- Prepare preliminary construction estimates for layout upgrade options.
- Provide design plans consistent with your needs and compliant with local, state, and federal regulatory requirements.
- Issuance of construction plans and specifications for campsites and overall campground upgrades.
- Provide contract administration services, including issuance of bid documents and attending/conducting pre-bid and pre-construction meetings.
- Communicate design and construction progress with you and relay status with respect to budget.
- Provide construction monitoring services to ensure project specifications are met to function as designed.



2. PROJECT AND GOALS

Our response to the project goals and objectives as identified in the CEOI are listed below:

Goal/Objective 1. Review conditions and operation of the facility 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/structures and meet all objectives.

Alliance Response: Alliance will conduct a thorough review of existing campsites and campground roads to evaluate the existing layout and identify inefficiencies. We will seek to understand ongoing operations at each campground to ensure that design plans can be implemented in such a manner as to minimize effects to adjacent campsites and other areas of the parks. Alliance is sensitive to the necessity of maintaining a peaceful and non-disruptive atmosphere at each facility throughout the construction process. Alliance's assigned project manager will be in direct communication with the owner and will coordinate all actions through the WVDNR and other stakeholders to ensure a successful project.

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 and time requirements.

Alliance Response: Alliance has a wide experience with site development, including camping sites for modern RVs. Alliance has extensive experience and knowledge in code requirements for the various aspects of the project; in fact, Daniel R Shorts, PE, PS of Alliance serves as a Code Enforcement Official for the City of Beckley and Raleigh County. Alliance will provide all necessary professionals to prepare designs, specifications, and construction documents to complete the Project. Alliance will provide any environmental assessments required for the design to obtain any necessary permits for construction. We will focus design efforts to minimize disruption to the park, and meet the needs of park activities while being conscious of budget constraints.

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

Alliance Response: Alliance engineers and other professionals routinely provide full construction plans, drawings, specifications, and construction contract bid documents for our designs. We are more than pleased to provide any assistance to the WVDNR with conducting pre-bid meetings, providing answers to bid questions and issuing addendum, and selecting qualified bidders. Alliance will attend/conduct pre-construction meetings with the selected contractor to ensure that project



specifications and goals are clear prior to construction. Alliance can provide field technicians and engineers to monitor construction activities to ensure contractors efforts meet the specifications and goals set forth in the design plans.



3. QUALIFICATIONS, EXPERIENCE, AND PAST PERFORMANCE

We pride ourselves on using our talents and experience to provide you with exceptional results.

Alliance has the experience to assist you with design plans, analysis, drawings, specifications, and permitting. Our experience encompasses many stages of the project, and therefore allows us to provide the comprehensive requirements for your project. Our Engineering, Environmental, Construction Monitoring, and Surveying teams have provided services on numerous state, municipal, and federal projects through the state of West Virginia and other states, including but not limited to Illinois, Ohio, and Pennsylvania. Alliance works with our clients to meet their needs for each project with specific goals and designs tailored to each situation.

Resumes for key individuals that may be involved with this project have been included hereafter within this document. These resumes give examples of project experience which indicate our ability to complete the Project goals.

Brian C. Shorts, P.E.
Daniel R. Shorts, P.E., P.S.
Ryan P. Cox, P.E.
Brandon M. Lester, E.I.T.
Braden A. Hoffman
Bethany L. Wolfe

- Alliance always seeks to obtain an understanding of our client's needs and objectives at the beginning of every project, and coordinates all designs and construction plans and activities with the designated point of contact. Alliance will assign one project manager to the project to coordinate all actions through the WVDNR, Alliance employees, and any stakeholders such as any necessary subcontractors, any approved contractors for construction, and regulatory personnel as needed.
- Alliance seeks to meet the budget constraints of every project and we are sensitive to the needs of cost associated with each project. The following are examples of how Alliance will work to keep the Project on budget:
 - Alliance uses current industry software for all aspects of the Project to create efficient workflows to complete designs and control engineering costs.
 - Alliance researches materials and designs and works with general contractors for considerations to reduce projects costs.
 - Alliance will attend/conduct pre-bid and pre-construction meetings to ensure contractors understand the scope of the Project.
 - Alliance works with contractors to select alternative equivalent materials, when needed, to reduce construction costs or time constraints.
 - Alliance utilizes project management software that allows managers to track project performance in near real time to control costs.



- Alliance strives to keep construction projects on schedule and to complete them on time. The following are examples of how Alliance will work to keep the Project on budget:
 - Alliance will gain an understanding of the needs of the WVDNR and park operations to understand critical schedules of the parks to minimize disruption to the public.
 - Alliance will prepare bid-documents which stress the needs of the schedule of the project and can define liquidated damages owed due to the contractor being unable to complete the project within the required time defined in the contracts if desired.
 - Alliance will ensure that bidders understand the need of delivering a project on time and will reiterate project schedules with the successful bidder.
 - Alliance field engineers and technicians will work with contractors on site to provide assistance and recommendations to keep the project on schedule and in conformance with design specifications.
 - Alliance will provide as-built review of construction and prepare necessary documents to certify that construction and operation have been completed to meet WVDNR's needs, as well as applicable local, state, and federal regulations.
- Our staff maintains all licenses, training and qualifications to regularly work on projects similar to this. Resumes for the list of individuals previously referenced detail our professional disciplines and certifications necessary to complete the Project. The resumes can be found as Attachment A in this CEOI.
- Below is a reference to recent similar projects completed by Alliance:

Project: Employee Campground, Volga, WV (Under Construction)

Type: Design of new campsite with 36 RV sites

Project Goal: Design of sites, roads, grading, drainage, water, sewer, and electric. Permitting including construction stormwater, Health Department, WVDOT Encroachment, NPDES Discharge.

Project Manager: Daniel R Shorts, 304-890-5557, dshorts@aci-wv.com

Owner Reference: Century Mining, LLC, Gary Miles 304-809-1167, gmiles@centuryminingllc.com

Project: Ledge Development, Crab Orchard, WV (Design/Funding Phase)

Type: Design of a new campground with 75 RV sites.

Project Goal: Design of sites, roads, grading, drainage, water, sewer, and electric. Permitting including construction stormwater, Raleigh County Zoning, Raleigh County Code Enforcement. Health Department.

Project Manager: Daniel R Shorts, 304-890-5557, dshorts@aci-wv.com

Owner Reference: Cornett Capital Property Investment, LLC, Rickie Cornett III, 304-663-9004, rlc3@jancare.com

Project: Berwind Lake Cabins (Partially Constructed)

Type: Design of 12 new cabin sites



Project Goal: Design of sites, access, grading, erosion and sediment control, water, sewer, and electric. Permitting including construction stormwater, WVNDR, Health Department.
Project Manager: Bethany L. Wolfe, 304-255-0491, Ext. 149, bwolfe@aci-wv.com
Owner Reference: McDowell County Commission, Jennifer Wimmer, 304-436-8549

Project: Beckley Motor Speedway RV Park, Prosperity, WV (Constructed)
Type: Design of new campground containing 120 RV camp sites
Project Goal: Design of sites, roads, grading, drainage, water, sewer, and electric. Permitting including construction stormwater, Raleigh County Zoning, Raleigh County Code Enforcement. Health Department. Construction Stakeout and part-time construction inspection.
Project Manager: Daniel R Shorts, 304-890-5557, dshorts@aci-wv.com
Owner Reference: Robert Mooney, 304-573-6081

Project: Airport Road RV Park, Beaver, WV (Constructed)
Type: Design of 5 new RV sites
Project Goal: Design of sites, water, sewer, and electric. Permitting including, Raleigh County Zoning, Raleigh County Code Enforcement. Health Department. Construction Stakeout and part-time construction inspection.
Project Manager: Daniel R Shorts, 304-890-5557, dshorts@aci-wv.com
Owner Reference: Charlie Delmoro, 304 228-9194



ATTACHMENT A
RESUMES FOR KEY STAFF MEMBERS





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BRIAN C. SHORTS, P.E.

Project Manager

Degrees Held:

B.S., Civil Engineering, University of Notre Dame - 2012

Professional License:

Professional Engineer: West Virginia

Program Skills:

Proficient in AutoCAD including AutoCAD Map 3D, HEC-HMS, HEC-RAS, GeoHECRAS, HydroCAD, SEDCAD, HY-8, Microsoft Word, Microsoft Excel, and Adobe Acrobat Pro.

General Background and Scope of Projects:

June 2012 to Present: Project Manager, Alliance Consulting, Inc., Beckley, West Virginia.

Stormwater and Drainage Design:

Provided services to analyze and design stormwater conveyance structures and systems for various projects including the Crossroads Mall Culvert Replacement in Beckley, the Mon-View Phase III Stage III Site Development Project in Morgantown, and numerous hydrologic and hydraulic studies and culvert and channel designs for a variety of clients, including Blackhawk Mining, the Flat Top Lake Association, and the McDowell County Economic Development Authority. Work includes analyzing watershed and rainfall characteristics, performing rainfall-runoff computations, determining design parameters, and evaluation and design of piping and other conveyance methods.

Floodplain Modeling and Permitting:

Provided 100-year floodplain modeling and permitting services for many clients including Arch Coal, CNX Gas Company, and Sugar Camp Energy. Work generally includes (1) conducting hydrologic and hydraulic analyses to determine the existing 100-year floodplain and elevation, (2) analyzing proposed developments, including structures and earthen fills, for encroachments into the floodplain, (3) determination of the 100-year floodplain and elevation after the proposed developments, (4) comparison of post-development results to pre-development conditions, and (5) permitting the proposed developments with local floodplain coordinators or other regulatory agencies.

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Erosion & Sediment Control and Construction Stormwater Permitting:

Provided erosion and sediment control design and construction stormwater permitting services for over 100 projects in West Virginia, Virginia, Pennsylvania, and Ohio for multiple clients, including Columbia Gas Transmission and Diversified Gas and Oil. Work includes performing surface drainage and sediment control calculations, design of erosion and sediment control devices, development of standard detail sheets, development of a stormwater pollution prevention plan (SWPPP), and permitting coordination through local and state regulatory agencies.

Earthen Dam Design and Permitting:

Provided design services for modifications to existing earthen dams throughout West Virginia, including the Flat Top Lake Dam in Raleigh County and the Wallace Dam in Randolph County. Work includes evaluation of design alternatives to provide recommendations to bring the dams into compliance with current WVDEP Dam Safety Regulations, with a primary focus on conducting hydrologic and hydraulic analyses. These analyses evaluate the contributing watersheds and the performance of the dam's existing and proposed hydraulic structures during the design storm event. Work also includes preparation of permitting and construction drawings and specifications. Additional work with earthen dams includes conducting dam breach analyses to evaluate flooding resulting from a hypothetical breach of both freshwater and mining dams.

Solid Waste Design and Permitting:

Engineer in charge of the design, permitting, and construction management of the expansion of the Raleigh County Sanitary Landfill, as well as ongoing permitting, compliance, and reporting requirements. Work includes the design of the landfill subgrades, composite liner system, leachate collection piping, and other components required for landfill development, development of construction drawings, specifications, bid documents, bidding and contract awarding, inspection and testing coordination, and certification of landfill construction. Other work includes landfill gas collection system layout and design, annual report preparation, emissions inventory, and other engineering services as needed.

Site Development and Earthwork:

Provided design services for site development for various projects including the Roxalana Church in Dunbar, the Summersville DHHR site, the Seneca Health Services CRU/Detox Facility in Maxwelton, and others. Work generally includes preparation of construction drawings including a site plan, access roads, balancing of cuts and fills, preparation of cross section and profiles, incorporation of required storm retention and drainage components, parking, utility layout and connections, and local and state permitting as applicable.

2011: Engineering Intern, Alliance Consulting, Inc., Beckley, West Virginia.



Performed hydrologic and hydraulic analyses, reservoir routing, and dam breach analyses for earthen dams, as well as drafting work and other basic engineering intern tasks.

2006-2009: Engineering Intern, Pentree, Inc., Princeton, West Virginia.

Assisted with site development and layout work and performed drafting work, surveying tasks, field work, and other basic engineering intern tasks.





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DANIEL R. SHORTS, P.E., P.S., MSCE

Senior Project Manager

Degrees Held:

M.S., Civil Engineering (Structural), Virginia Tech - 2001

B.S., Civil Engineering, West Virginia Institute of Technology - 1988

Professional License:

Professional Engineer: West Virginia
Virginia
North Carolina
Kentucky
Ohio

Professional Surveyor: West Virginia

General Background and Scope of Projects:

June 2010 to Present: Senior Project Manager, Alliance Consulting, Inc., Beckley, West Virginia.

Water Collection Systems:

Engineer in charge of the design and permitting of water collection systems for Jacks Branch Coal Company, Panther Coal Company, and Kanawha Eagle Coal Company. These systems collect waters with characteristics that would not allow for discharge into small streams and are therefore piped to the Kanawha River. Work generally consisted of (1) the preparation of application for permitting through the WVDEP, WVDOT, and the railroads, (2) the production of design plans and documents for approval by regulatory agencies and for use in bidding and construction, and (3) construction management assistance on an as needed basis.

Site Development and Earthwork:

Engineer in charge of the site development for various projects including the Crossroads Chevrolet dealership in Mt. Hope, the Roxalana Church in Dunbar, the Summersville DHHR site, and others. These projects included preparation of project construction plans including a site plan, the balancing of cuts and fills, preparation of cross section and profiles, incorporation of required storm retention and drainage components, access roads, parking, utility services, assistance with construction on an as needed basis, local and state permitting as applicable.

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Sewer Treatment and Collection Facilities:

Engineer in charge of the design and permitting and/or preparation of Social - Economic Justification (SEJ) of small sewage systems such as rock stone filters, package plants, and septic systems primarily used by the coal industry for bathhouse and office sewage treatment. Sample projects included Jackson Ridge Mine in Braxton County, Sumpter Mine in Webster County, and North Central Resources in Barbour County. Work generally consisted of (1) the preparation of application for permitting funding, (2) the production of design plans and documents for approval by regulatory agencies and for use in construction, and (3) the SEJ component requires evaluation and estimates of alternative treatment including collection and conveyance to the nearest public sewer system.

Construction Plan Review:

Function as the Beckley Code Enforcement plan reviewer on a weekly basis. Work consists of the review of both residential and commercial plans for conformance with the City of Beckley Building Code which is the same as the State of West Virginia Building Code with a few minor edits. The reviews are to confirm the proposed projects meet or exceed the requirements of the 2015 International Building Code, 2015 International Residential Code, 2015 International Plumbing Code, 2015 International Mechanical Code, and 2014 NFPA 70—National Electric Code.

Structural Inspections:

Provide visual structural inspections ranging from residential foundation inspection to full inspections of coal preparation facilities and commercial buildings. Sample clients for this work include Blackhawk Coal Company, BB&T Bank, and Jan-Care Ambulance Services. Work generally includes the inspection of structural components that can be viewed without destruction of any other components to determine one or more of the following: (1) the condition of the components, (2) code compliance of the components, (3) repair recommendation, and (4) safety of occupancy

1989 - 2010: Senior Project Manager, Pentree, Inc., Princeton, West Virginia.

Water Distribution Systems:

Engineer in charge of the construction and/or design of water extension projects for Glen White – Trap Hill PSD, Sugar Creek PSD, The Town of Davy, and others. Work generally consisted of (1) the preparation of reports and application for permitting and funding, (2) the production of design plans and documents for approval by regulatory and funding agencies and for use in bidding and construction. (3) working through the bidding process including conducting the pre-bid meeting, fielding questions from bidders, preparation of addenda to bid documents as necessary, review of bids, and recommendation to the client of the lowest responsible bidder, and (4) construction management including the oversight of the construction inspection team, review and approval of monthly request for payment, review



of shop drawings, periodic sight visits, preparation of the final punch list, and recommendation of approval of the completed project.

Sewer Treatment Plants:

Engineer in charge of the construction and/or design of new sewer treatment plants for the Cowen PSD, the Page-Kincaid PSD and the expansion of the sewer treatment plant for the Town of Wytheville and others. Work generally consisted of (1) the preparation of reports and application for permitting and funding, (2) the production of design plans and documents for approval by regulatory and funding agencies and for use in bidding and construction. (3) working through the bidding process including conducting the pre-bid meeting, fielding questions from bidders, preparation of addenda to bid documents as necessary, review of bids, and recommendation to the client of the lowest responsible bidder, and (4) construction management including the oversight of construction inspection team, review and approval of monthly request for payment, review of shop drawings, periodic sight visits, preparation of the final punch list, and recommendation of approval of the completed project.

Sewer Collection Systems:

Engineer in charge of the construction and/or design of sewer collection systems for the Cowen PSD, the Page-Kincaid PSD, the City of Oak Hill, and others. Work generally consisted of (1) the preparation of reports and application for permitting and funding, (2) the production of design plans and documents for approval by regulatory and funding agencies and for use in bidding and construction. (3) working through the bidding process including conducting the pre-bid meeting, fielding questions from bidders, preparation of addenda to bid documents as necessary, review of bids, and recommendation to the client of the lowest responsible bidder, and (4) construction management including the oversight of construction inspection team, review and approval of monthly request for payment, review of shop drawings, periodic sight visits, preparation of the final punch list, and recommendation of approval of the completed project.

Bridge and Roadway Design:

Engineer in charge of production of project drawings in for bridge and roadway project for the WVDOT. Bridge work included the design of the structure including substructure and superstructure. All projects included excavation and grading for road realignment with ancillary design work such as paving design, utility relocation, drainage modifications, maintenance of traffic, and temporary access. Project include bridges in Spanishburg, Hemphill, and Cedar Grove and roadway work in Pineville and Mercer County.

Site Development and Earthwork:

Engineer in charge of the site development of the WVDOT District Headquarters site in Gardner, The Princeton Health and Fitness Center in Princeton, various AEP substation sites, and among the engineers involved in the King Coal – Coalfields Expressway interchange in McDowell and Wyoming Counties. These projects included preparation of



project construction plans including the balancing of cuts and fills, preparation of cross section, incorporation of required storm retention and drainage components, access roads, parking, and utility services as applicable.

1988 - 1989: Engineer in Training, West Virginia Department of Highways, Princeton, West Virginia.

Basic engineering work in the district level maintenance and construction departments.





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RYAN P. COX, P.E.

Senior Project Manager

Degrees Held

B.S. Civil Engineering, WVU Institute of Technology, Montgomery, WV, 2011
Air Force Technical Education 2002 – 2005

Professional Licenses and Registration:

Professional Engineer license obtained January 2016, State of West Virginia, Registration [REDACTED], written test administered by NCEES, October 2015. Additional licenses in Pennsylvania and Illinois.

Fundamentals of Engineering (FE) Test Passed April 2011, State of West Virginia, Written test administered by NCEES

ACI Concrete Field Testing Technician I, 2005

Troxler Nuclear Density Gauge Safety Training 2000

Program Skills

Proficient working knowledge with AutoCAD including Carlson Civil Design, Microsoft Office products, PDF programs, SedCAD, StedWIN, HEC-HMS.

Experience using HEC-RAS, HY-8, Flowmaster, Autodesk Civil 3D, ALPS, ARMPS, ACPS, ALWS, GIS.

General Background

Focus of water resources/hydraulics/hydrology, geotechnical, coal mine refuse disposal design and permitting, earthen dam compliance design and permitting, solid waste landfill design and permitting, abandoned mine lands reclamation permitting and construction, commercial and residential development, construction management, project management.

Responsible charge of design, calculations, reports, technical specifications, review, and design/construction drawings of projects.

Provide technical support and assistance to clients, construction project managers, and contractors regarding design and specification requirements from beginning design, bid process, and throughout construction.

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Professional Experience

2008-Present: Senior Project Manager for Alliance Consulting, Inc., Beaver, West Virginia

Manage design to coordinate permitting activity between multiple regulatory review agencies to meet required design standards while meeting client concerns for construction and budget constraints. Serve as point of contact between clients and regulatory agencies for approval of design to address technical concerns for regulatory and project requirements.

Prepare project construction design, calculations, drawings, specifications, and quality assurance/quality control plans, and bid documents for projects after completing necessary permit approvals. Conduct or provide engineering support for construction bid meetings, review contractor bids, and provide recommendations for bid awards. Coordinate construction activities between project owners and contractors. Process survey files and verify materials quantities and receipts to verify payment to contractors for construction projects.

Simultaneously tracked application approval status, construction timing, and future construction planning for seven coal refuse disposal dams, and three support facilities located in southern IL to provide weekly status reports for clients.

Create project reports, specifications, design calculations and drawings for five coal refuse disposal dams with multiple stages of construction. Designs include construction stages involving downstream, centerline, and upstream construction techniques to provide mine waste disposal for more than 40 years of combined coal mine production. Disposal dams ranged from approximately 80 to more than 250 acres.

Responsible charge for permit and construction drawings, design, and calculations, and assisted with construction quantities and estimates for construction bid packages for two industry unique landfill projects valued at more than \$300 million. Provided designs for staged construction for a facility lifespan over 20 years each and cover more than 250 acres. Reviewed daily construction logs, field and laboratory test data, and processed survey files to determine construction requirements were met, and prepared certification documents for approval. Made regular field reviews of construction to ensure material system components were installed in accordance with plans and specifications.

Conducted field investigations of various dams for review of compliance with State and Federal Regulations and certification in accordance with plans and specifications. Provide clients with recommendations to make repairs or maintenance adjustments if necessary. Projects have covered all areas of WV, and several dams located in southern IL.

Designed more than 15 various small onsite wastewater treatment facilities for coal mine bathhouses across WV.

Provide consulting services for earthwork contractors for projects such as road repair, site development, active and abandoned mine land reclamation, dam construction, haul road and



access road construction, stormwater management, and coordination for utility relocation or interruption.

Prepared construction drawings and bid estimates for multi-family residential development which included structure and utility layout, site grading and storm water runoff control in Raleigh County, WV.

2005 - 2008: CAD Technician/Designer, Malpass Design Group, LLC, Las Vegas, NV

Responsible for all drafting for design and construction drawings as sole draftsman for a small land development design firm company for two years prior to company expansion on more than 20 projects.

Recommended and trained new draftsmen on design standards when expanding company employment needs.

Lead small site location/elevation surveying duties necessary for site development design information and maintained necessary survey field notes.

2002-2005: Engineering Assistant, United States Air Force, Nellis Air Force Base, Las Vegas, NV

Conducted site surveying and reconnaissance for construction projects, construction surveying, and field and laboratory testing for more than 10 projects in a 3-year period.

Performed field and laboratory materials testing to ensure various material properties met required specifications.

Trained incoming personnel on surveying, materials testing, and drafting techniques.

Responsible for maintaining readiness of over \$500k of engineering equipment dedicated for rapid worldwide deployment use.

Maintained building and asset location maps for building and utility systems of on base infrastructure and conducted as-built surveys and measurements of buildings to reproduce floor plans and locate all base structures to update and maintain base mapping records.

Spearheaded effort to produce three-dimensional drawing data for all on base utility systems, and responsible for locating and updating mapping of jet propulsion (JP-8) liquid fuels infrastructure.

1998-2001: Lab and Field Technician, Alliance Consulting Inc., Beaver, WV

Conducted laboratory soil and concrete testing analyses.

Performed various field duties to include surveying rodman, field technician, stream flow measurements, and concrete field testing.





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BRANDON M LESTER, EIT

Staff Engineer

Degrees Held:

B.S. Civil Engineer EIT, West Virginia University Institute of Technology, Beckley, West Virginia - 2022

Professional License:

- West Virginia Bat Biologist
- West Virginia EIT

Certifications

- West Virginia Scientific Collection Permit for Collection of Endangered Bat Species, as well as Fish and Benthic Macroinvertebrates
- 24 Hour Mine Safety Certification

Program Skills:

Proficient in AutoCAD including AutoCAD Map 3D, GeoHEC-HMS, GeoHEC-RAS, HydroCAD, SEDCAD, Microsoft Word, Microsoft Excel, and Blue Beam.

General Background and Scope of Projects:

May 2022 to Present: Staff Engineer, Alliance Consulting, Inc., Beckley, West Virginia.

Stormwater and Drainage Design:

Under the employment of Alliance Consulting, Inc., Mr. Lester has designed stormwater structures and systems along with creating hydrologic and hydraulic studies. Included in this has been the design of channels and culverts for private individuals, as well as businesses. This has included the analyzing of unique watersheds and rainfall characteristics for the area to be able to perform all necessary runoff calculations while keeping in any design parameters.

Floodplain Modeling:

Mr. Lester has also created floodplain models, which typically include conducting hydrologic and hydraulic analyses to determine the existing floodplain and elevations that it reaches, which then can be used to analyze any proposed developments in the area of interest. Then, after all factors that could affect the floodplain have been accounted for along

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with proposed developments, the new flood elevation and floodplain can be determined to then compare the pre-development and post-development conditions.

Erosion & Sediment Control and Construction Stormwater Permitting:

Mr. Lester has also designed erosion and sediment controls for construction areas along with completing stormwater permits for different clients in West Virginia, Virginia, Pennsylvania, Kentucky, and Ohio. Design for creating erosion and sediment control plans includes performing surface drainage and sediment control calculations, which are then used to design erosion and sediment control device's locations. Once that has been completed, a stormwater pollution prevention plan (SWPPP) can be created and then sent to the proper local and state regulatory agencies.

Collection of T&E Species:

At Alliance, Mr. Lester has conducted mist net bat surveys for four years; two years as a technician and two years as a team lead working on projects in West Virginia and Illinois. This work has included identifying different bat species, banding, and tracking threatened and endangered species of bats, which include Indiana bat, northern long eared bat, and tri-colored bat. Mr. Lester has also conducted multiple harp trap surveys in West Virginia in which have resulted in the identifying and banding of the following endangered species Indiana bat, northern long eared bat, tri-colored bat, and Virginia big eared bat. Mr. Lester has also helped in the collection of benthic sampling and crayfish surveys.

Solid Waste Design:

Mr. Lester has assisted in helping design of future expansion of the Raleigh County Sanitary Landfill, as well as completing the reporting requirements. This has included the design of the landfill subgrades and future designs for expansion of the landfill and has also included going out and doing inspection and testing of different construction materials. The reporting requirements included landfill gas collection annual report preparation and emissions inventory.

Site Development and Earthwork:

Mr. Lester has also provided design services for site development for projects, which has included the preparation of construction drawings. These drawings contain a site plan, access roads, balancing of cuts and fills, preparation of cross section and profiles, incorporation of required storm design specifications, drainage components, parking, utility layout and connections. This has also involved the filling of different local and state permits.

2018 - May 2022: Engineering Intern, Alliance Consulting, Inc., Beckley, West Virginia.

Under the supervision of Alliance Consulting, Inc., Mr. Lester performed compaction tests for a wide range of range, which included performing grain sizes, specific gravity, proctor testing, and a wide variety of tests. Mr. Lester was also a rodman for the surveying



department, helping to complete property surveys, stakeouts, etc. Mr. Lester also performed stream and wetland delineations and assisted in the collection and identification of benthic samples.





Alliance Consulting, Inc.
Engineers • Constructors • Scientists

BRADEN A. HOFFMAN

Senior Vice President/CFO - Senior Project Manager

Degrees Held

B.S. Environmental Science, Minor in Political Science, Allegheny College, Meadville, PA, 2001

Masters of Business Administration, West Virginia University, Morgantown, WV, 2008

Professional Licenses and Registration:

West Virginia Scientific Collection Permit for Collection of Endangered Bat Species, as well as Fish and Benthic Macroinvertebrates

40-Hour Hazardous Waste Site Worker [REDACTED]

Hazardous Waste Site Worker 8-Hour Annual Re-certification [REDACTED]

Confined Space Safety Training [REDACTED]

Federally Licensed Endangered Species Collection Permit [REDACTED]

Previously Held Licenses:

2 Hour Anthrax Awareness Training [REDACTED]

40-Hour EPA AHERA Supervisor [REDACTED]

40-Hour Lead Inspector/Risk Assessor [REDACTED]

2-Hour Anthrax Awareness Training [REDACTED]

Asbestos Building Inspector [REDACTED]

Virginia 16-Hour Asbestos Project Monitor [REDACTED]

Virginia Project Monitor [REDACTED]

West Virginia 16-Hour Clearance Air Monitor [REDACTED]

West Virginia Air Clearance Monitor [REDACTED]

West Virginia Lead Inspector Technician [REDACTED]

West Virginia Lead Risk Assessor [REDACTED]

West Virginia Asbestos Building Inspector [REDACTED]

Maryland Lead Inspector Technician [REDACTED]

Ohio Lead Risk Assessor [REDACTED]

Pennsylvania Lead Risk Assessor [REDACTED]

40-Hour Collecting and Analyzing Asbestos Air Samples (NIOSH 582 Equivalency)

[REDACTED]

Beckley, WV
Raleigh County Airport Industrial Park - 124 Philpott Lane
Beaver, WV 25813-9502
Telephone: (304) 255-0491

Additional Training:

Basic Wetland Delineation/Problem Areas and A-typical Situations Course
Army Corps of Engineers -2001
40 Hour Wetland Delineation Training – 2005 Richard Chinn Environmental Training
West Virginia Wetland Rapid Assessment Method (WVWRAM) 2019
Midwestern Regional Supplement Training for Wetland Delineators
Eastern Mountain and Piedmont Regional Supplement for Wetland Delineators
SWPPP preparation and NPDES Compliance -International Erosion Control Association –
2009

Conservation Banking Webinar – The Conservation Fund - 2020

- 1) The Market and Regulatory Drivers for Conservation Banking
- 2) Banking Perspectives
- 3) Setting the stage for Success
- 4) Operations and management of Banks
- 5) Service Area and Credit Determination
- 6) Long-Term Management and Stewardship
- 7) Alternatives to Banking (Part I)
- 8) Alternatives to Banking (Part II)

West Virginia Anti-Degradation and 401 Water Quality Workshop

West Virginia University Professional Workshop

- Introduction to Stream Functions and Processes (Course 1)
- Methods for Stream Assessment and Analyses (Course 2)
- Introduction to Natural Stream Design (Course 3)
- Advanced Natural Stream Design (Course 4)

Wildland Hydrology Courses

- Level I – Applied Fluvial Geomorphology
- Level II – River Morphology and Applications
- Level III – River Assessment and Monitoring
- Level IV – River Restoration and Natural Channel Design

OSHA – 30 Hour

General Background:

June 2002 – Present: Senior Project Manager, Alliance Consulting Inc., Beckley, West Virginia

In this position, Mr. Hoffman is responsible for project management, as well as sampling protocol design and implementation. This includes performing environmental testing and sampling (i.e. benthic macroinvertebrate, fisheries, threatened and endangered species, water quality), limited geological and hydrological characterization, environmental site assessments, stream and wetland delineations. Mr. Hoffman has completed over 200 environmental permits on the state and federal levels (Stage 401 Water Quality, Army Corps



of Engineer, NPDES Article 11, Coal Mining Applications, Article 3 and 4), including the ecological data collection associated with them, as well as project coordination. Most projects included stream/wetland delineations and many included mitigation plan design and implementation. During his time at Alliance, Mr. Hoffman has assisted in the writing of three Biological Assessments and over 40 Protection and Enhancement Plans for the Indiana Bat as part of the permit process.

For the last 19 years, Mr. Hoffman has served as a project manager over a wide variety of projects ranging from commercial development to large scale coal and gas operations. Additionally, Mr. Hoffman is currently managing 8 stream and wetland mitigation banks within West Virginia, Virginia and one within Illinois. Services provided with these mitigation banks include baseline ecological survey (including T/E species and stream/wetland delineation), mitigation bank design, construction oversight, and contract and contractor management, as well as post construction monitoring. Clean Water Act permits include projects ranging from small commercial developments to 30+ mile gas and water lines under the nationwide permit and individual permit process.

July 2001 – June 2002: Environmental Technician, Boggs Environmental Consultants Inc., Frederick, Maryland

Mr. Hoffman performed hazardous material inspections/surveys, employee exposure monitoring, environmental site assessments, remedial action inspection/oversight, and remedial action environmental testing (i.e. soil, air, water).

Jan. 2001 – May 2001: Internship, Crawford County Conservation District, Meadville, Pennsylvania

During his internship, Mr. Hoffman worked on programs dealing with erosion and sediment control, water quality monitoring, watershed assessment and land use planning, as well as farm conservation planning.

Fall 2000 – May 2001: Field Researcher, Allegheny College Biology and Environmental Science Departments, Meadville, Pennsylvania

Mr. Hoffman assisted professors and students with their laboratory/field experiments and data collection involving, terrestrial ecology sampling, black light sampling, macroinvertebrate sampling, electro-fishing surveys, wetland species identification and collection.

Summer 2000 – 2001: Laboratory Technician, Allegheny College Environmental Science Department, Meadville, Pennsylvania

As a laboratory technician, Mr. Hoffman maintained and monitored projects at the Bousson Experimental Outdoor Laboratory involving aquatic biology and terrestrial ecology sampling.



Summer 2000: Forestry Assistant Internship, University of Fairbanks Forestry Department, Fairbanks, Alaska

Mr. Hoffman spent seven weeks working with a multi-national group of foresters in the Alaskan back country completing a forest growth and yield study in association with the Forestry Department, University of Fairbanks. The study involved extensive soil sampling and vegetation identification.

Summer 1998 and 1999: West Virginia Department of Highways, Lost Creek and Goshen Road, West Virginia

During his summer employment, Mr. Hoffman performed maintenance and upkeep of Interstate 79 in a high-risk, stressful environment.





Alliance Consulting, Inc.
Engineers • Constructors • Scientists

BETHANY LYNN WOLFE

Project Manager

Degrees Held

B.S. Environmental Studies, College of West Virginia, Beckley, WV
May 2000, Cumulative GPA 3.95 Summa cum laude graduate

Certifications

West Virginia Qualified Big Sandy crayfish/Guyandotte River crayfish Surveyor
(USFWS, June 2016)

Additional Training:

- WV Dept. of Environmental Protection, Division of Mining & Reclamation, Industry Training – Endangered Species Consultations (December 9, 2019)
- WV Dept. of Environmental Protection, Industry Training – NPDES Industry Workshop (December 5, 2019)
- WV Dept. of Environmental Protection, Industry Training – US Fish & Wildlife Consultations, NPDES and SMA Permit Prep (November 2018)
- WV Dept. of Environmental Protection, Industry Training - NPDES (April & May 2018)
- National Conservation Training Center – Ecology and Conservation of North American Crayfishes. (November 2017)
- WV Div. of Natural Resources, Crayfish Identification Workshop – Big Sandy crayfish and Guyandotte River crayfish (May 2016)
- West Virginia University, Freshwater Mussels of West Virginia: Life History and Identification (February 2015 & February 2016)
- WV Dept. of Environmental Protection, Industry Workshop: Narrative Water Quality Standards Update, Surface Water Runoff Analyses, Above Ground Storage Tanks, Bat Survey Requirements for Threatened & Endangered Species, Water Quality and Selenium Research (October 2015)
- Weis Builders, How to Write and Implement a Stormwater Pollution Prevention Plan (March 2009)
- NC State University by The Swamp School, Wetland Delineation Training (September 2008)
- WV Division of Natural Resources, Scientific Collection of Benthics and Fish, Methods and Database Reporting (November 2007)
- WV Dept. Of Environmental Protection, Division of Air Quality, Permit Workshop (July 2004)
- WV Dept. of Environmental Protection and U.S. Army Corps of Engineers, Clean Water Act 401/404 Permits (May 2004)
- U.S. Coast Guard, Homelands Security, Facility Security Plans (March 2004)
- WV Dept. Of Environmental Protection, Division of Mining & Reclamation, Surface

Beckley, WV
Raleigh County Airport Industrial Park 124 Philpott Lane
Beaver, WV 25813-9502
Telephone: (304) 255-0491

- Mining Applications, 401 Certifications, Anti-degradation (December 2002)
• 40-Hour Hazardous Waste Operations/Emergency Response OSHA (December 2001)

General Background:

October 2007 – Present: Project Manager/Assistant Project Manager, Alliance Consulting Inc., Beckley, West Virginia

In this position, Ms. Wolfe is responsible for preparation of environmental studies, including conducted field surveys when applicable, and preparation of permitting applications in order to establish programs for environmental compliance. She plays an important role in coordinating between clients and agencies. Documents prepared include but are not limited to Stream and Wetland Delineation Reports, Benthic Macroinvertebrate Studies, Crayfish Habitat Assessments and Survey Reports, State 401 Water Quality Permit Applications, Army Corps of Engineers Section 404 permits, NPDES Article 11, Coal Mining Applications, Article 3 and 4, Stormwater Construction Permits, and Spill Prevention Control and Countermeasures Plans. Non-environmental documents prepared include Homelands Security Plans, Homelands Security Drills and Exercises, Petroleum Product Quality Management Plans, and Company Central Ownership & Control Files.

November 2000 - October 2007: Environmental Project Manager, Beaver Creek Engineering & Environmental Services, PLLC / Marathon Technical Services, Inc., Summersville, West Virginia

Ms. Wolfe was responsible for management of environmental projects for various clients which included assisting with implementation of plans and programs for compliance with state and federal environmental regulations. Daily tasks included coordination between client and regulatory agency, preparation of multiple permit applications, preparation of monitoring plans, and conducting the following: Stream Delineations, Phase I Environmental Site Assessments, Wetland Area Evaluations, Reclamation Liability Audits and Royalty Audits, and Benthic Stream Collections. In addition, she supervised and delegated projects to other employees and prepared proposals for potential clients.

Relevant Project Experience:

1. Ms. Wolfe for the WVDOH conducted presence/absence crayfish surveys for the Big Sandy crayfish in 2017 & 2019 for various proposed bridge projects in the Tug Fork River and tributaries within the Big Sandy basin.
2. Ms. Wolfe has conducted habitat assessments and presence/absence surveys for the Guyandotte River crayfish for in the Guyandotte River in 2019.
3. Ms. Wolfe assisted with the Macroinvertebrate collections in 2018 and 2019 in Still Run as required in relation to the potential for incidental capture of Guyandotte River crayfish.



4. Ms. Wolfe has worked with the design team to permit mine water treatment systems including transfer lines for chlorides and selenium laden waters, diffusers, liners, and bio-reactors for mining clients.
5. Ms. Wolfe has completed multiple Individual State Water Quality Section 401 permits for various clients.
6. Ms. Wolfe has completed multiple Army Corps of Engineers Section 404 Permits, (including IPs, NWP 14, 21, and 50) for clients in various industries.
7. Mr. Wolfe has completed multiple ephemeral/intermittent stream delineation and wetland delineations reports
8. Ms. Wolfe has assisted in the management of environmental and security affairs for a bulk petroleum storage facility.
9. Ms. Wolfe has prepared NPDES permits and Water Quality / Probable Hydrologic Consequence Analysis for multiple companies. In addition, Stormwater NPDES permits have been prepared for various industrial sites and clients.
10. Ms. Wolfe has completed Phase I Environmental Site Assessments in cooperation with other Environmental Professionals for commercial and undeveloped sites.



4. ORAL PRESENTATIONS/INTERVIEWS

Alliance understands that, if selected, individual interviews/oral presentations will be conducted to determine the most qualified firm to provide the engineering design services required. Alliance will be ready to provide any and all materials/information required to clarify any information in this submittal. In addition, Alliance will be pleased to provide a 15-30 minute presentation if desired to discuss the following:

- Company background and range of services available.
- Procedures for communication with designated contacts of the Project.
- History of projects constructed within budget.
- History of projects completed on time.
- Experience of staff necessary to complete the Project.



VENDOR ADMINISTRATIVE INFORMATION

Solicitation No.: CEOI 0310 DNR240000007



VENDOR ADMINISTRATIVE INFORMATION

The following vendor information is being provided as it may be beneficial in the review and selection process:

- Vendor Identification Number & Licenses
- Federal Employee Identification Number
- Proof of Workers Compensation Coverage and Professional Liability Insurance
- Proof of WV SWAM Small Business Certification



1. VENDOR IDENTIFICATION NUMBER AND LICENSES

The Vendor Identification # as maintained in the WV Oasis system for Alliance Consulting, Inc. is as listed below:

000000210866

As documented herein, Alliance staff hold various licenses and certifications from Professional Engineering Licenses to Endangered Species Surveyor Permits. Copies of specific documents can be provided upon request.



2. FEDERAL EMPLOYEE IDENTIFICATION NUMBER

The Federal Employee Identification Number for Alliance Consulting, Inc. is as listed below:

55-0778450



3. PROOF OF WORKERS COMPENSATION COVERAGE AND PROFESSIONAL LIABILITY INSURANCE

Documentation of the Workers Compensation Coverage and liability insurance with the minimum limits as required is included on the page that follows. In addition, Alliance maintains an umbrella policy. Proof of coverage is included on the page that follows.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of West Virginia, LLC PO Box 2627 Huntington WV 25726	CONTACT NAME: Mrs. Pat Stutler PHONE (A/C, No, Ext): (304) 736-2222 E-MAIL ADDRESS: pat.stutler@assuredpartners.com	FAX (A/C, No): (304) 302-3401
	INSURER(S) AFFORDING COVERAGE	
INSURED Alliance Consulting, Inc. 124 Philpott Lane Beaver WV 25813	INSURER A: Cincinnati Insurance Co.	NAIC # 10677
	INSURER B: BrickStreet Mutual Insurance	12372
	INSURER C: Continental Casualty Company	524126
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2024-2025

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ENP0124907	2/23/2024	2/23/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Employee Benefits	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		EBA0124907	2/23/2024	2/23/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		ENP0124907 Umbrella is follow form Primary Non Limit is 9M	2/23/2024	2/23/2025	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N X	N/A	WCB1012411 WV & PA Included WV Broad Form WC990304 Incl	2/23/2024	2/23/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			EEH591871941	3/1/2024	3/1/2025	Each Claim Limit/Aggregate Limit	5,000,000
							Deductible	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mrs. Pat Stutler/PAT

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4. PROOF OF WV SWAM SMALL BUSINESS CERTIFICATION

Documentation of Alliance's WV SWAM Small Business Certification is included on the page that follows.





MARK D. SCOTT
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

W. MICHAEL SHEETS
DIRECTOR

June 14, 2022

ALLIANCE CONSULTING INC
124 PHILPOTT LN
BEAVER, WV 25813

Braden Hoffman:

This is to notify you that your Small, Women-, and Minority-Owned Businesses (SWAM) Certification Application has been approved based on your representations that the vendor named above meets the definition of a Small, Women-, and Minority-Owned Businesses as set forth in the *West Virginia Code of State Rules 148-22-1 et seq.* This certification becomes effective:

06/14/2022

And shall automatically expire without notice two years after the effective date unless revoked by the Purchasing Director or upon expiration pursuant to the *West Virginia Code of State Rules 148-22-8.* The type(s) of Small, Women-, and Minority-Owned Businesses (SWAM) Certification approved for your entity:

Small Business

At the end of your two-year certification period, if you wish to reapply, please complete a WV-1 form or apply for re-certification through the Vendor Self-Service portal at wvOASIS.gov. Complete renewal instructions, application forms, and a list of all SWAM-Certified entities are available online at www.state.wv.us/admin/purchase/VendorReg.html.

If you have questions, please contact the West Virginia Purchasing Division at 304-558-2306.

Sincerely,

A handwritten signature in cursive script that reads "Terra Oliver".

Terra Oliver
Vendor Registration Coordinator