



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 @ 2

[List View](#)

General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)

Procurement Folder: 1717524

Procurement Type: Central Purchase Order

Vendor ID: VC0000066437

Legal Name: STAHL SHEAFFER ENGINEERING INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 07/01/2025

Response Time: 12:40

Responded By User ID: wkrasneski

First Name: Walt

Last Name: Krasneski

Email: wkrasneski@stahlsheaffer.co

Phone: 304-381-4281

SO Doc Code: CEOI

SO Dept: 0310

SO Doc ID: DNR2500000004

Published Date: 6/13/25

Close Date: 7/1/25

Close Time: 13:30

Status: Closed

Solicitation Description: A&E - French Creek WMA Wildlife Fence

Total of Header Attachments: 2

Total of All Attachments: 2



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

State of West Virginia
Solicitation Response

Proc Folder: 1717524
Solicitation Description: A&E - French Creek WMA Wildlife Fence
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2025-07-01 13:30	SR 0310 ESR07012500000000027	1

VENDOR
VC0000066437
STAHL SHEAFFER ENGINEERING INC

Solicitation Number: CEOI 0310 DNR2500000004
Total Bid: 0
Response Date: 2025-07-01
Response Time: 12:40:34
Comments:

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

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

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

Comm Code	Manufacturer	Specification	Model #
81100000			

Commodity Line Comments:

Extended Description:

Design and Contract Administration of French Creek WMA Protection Fencing New Construction.



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: 1717524			Reason for Modification:
Doc Description: A&E - French Creek WMA Wildlife Fence			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-06-13	2025-07-01 13:30	CEOI 0310 DNR2500000004	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VC0000066437
Vendor Name : Stahl Sheaffer Engineering, Inc.
Address : 250 Lakewood Center
Street :
City : Morgantown
State : WV **Country :** US **Zip :** 26508
Principal Contact : Robert Milne, P.E.
Vendor Contact Phone: 304.381.4281 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN# 11-3759367

DATE 7/1/2025

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

ADDITIONAL INFORMATION

The Acquisitions and Contract Administration Section of the Purchasing Division is soliciting Expression(s) of Interest for The Division of Natural Resources from qualified firms to provide engineering services to evaluate, design, specify, and provide Construction Drawings for bidding purposes and contract administration services for a new USDA Wildlife Protection Fence at the WV Wildlife Center located on the French Creek WMA. The WVDNR needs approximately 2 miles of USDA Wildlife Protection Fence constructed and tied into the existing Wildlife Fence on the property per the attached specifications and terms and conditions.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES 112 CALIFORNIA AVENUE BLDG 4 CHARLESTON WV 25305 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue
1	Civil engineering		

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description:

Design and Contract Administration of French Creek WMA Protection Fencing New Construction.

SCHEDULE OF EVENTS

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

French Creek WMA
USDA Wildlife Protection Fence

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SECTION ONE: GENERAL INFORMATION

- 1. PURPOSE:** The Acquisitions and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI” or “Bids”) for The Division of Natural Resources (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
- 2. PROJECT:** The purpose of the project for which bids are being solicited is to provide engineering services to evaluate, design, specify, and provide Construction Drawings for bidding purposes and contract administration services for a new USDA Wildlife Protection Fence at the WV Wildlife Center located on the French Creek WMA. The WVDNR needs approximately 2 miles of USDA Wildlife Protection Fence constructed and tied into the existing Wildlife Fence on the property.

EXPRESSION OF INTEREST

French Creek WMA
USDA Wildlife Protection Fence

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. **PRE-BID 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. 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.

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.

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 non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline:

Submit Questions to:

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-3970

Email:

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

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

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 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 or via delivery by mail).

Bid Opening Date and Time:

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. 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 **shall** 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. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. **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.

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

14. **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.

15. 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.

16. 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 § 148-1-4.7.

17. 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.

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **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.

22. **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.

EXPRESSION OF INTEREST

French Creek WMA USDA Wildlife Protection Fence

SECTION THREE: PROJECT SPECIFICATIONS

- 1. Background:** The West Virginia Division of Natural Resources operates the West Virginia Wildlife Center facilities at the French Creek WMA. The Wildlife Center is a modern zoological facility displaying native and introduced state wildlife and can be viewed along a wheelchair-accessible interpretative trail traveling 1.25 miles through a mature hardwood forest. The WVDNR will need approx.. 2 miles of new USDA Wildlife Protection Fence installed and connected to the existing fence to remain open to the public. Proper fencing based on state and federal regulations should be designed and installed, including any gates or accessories needed.
- 2. Project and Goals:** The project goals and objectives are listed below. Vendors should discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:
 - 2.1. Goal/Objective 1: Review existing plans, 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 structure and meet all objectives.
 - 2.2. Goal/Objective 2: As a portion of this process outlined in Objective 1, provide all necessary services to design the facilities described in this EOI in a manner that is consistent with The Division of Natural Resources needs, objectives, current law, and current code, while following the plan to design and execute the project within the project budget.
 - 2.3. Goal/Objective 3: Provide Construction Contract Administrative Services with competent professionals that ensure 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 manager name and contact information, type of project, and the project goals and objectives and how they were met.

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- 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.

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USDA Wildlife Protection Fence

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.

Should the agency be unable to negotiate a satisfactory contract with the professional

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French Creek WMA USDA Wildlife Protection Fence

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

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

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

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French Creek WMA
USDA Wildlife Protection Fence

SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

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

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

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

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

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

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

☐ **Other:** Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

☐

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☐

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

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

Vendor must maintain:

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

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

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

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

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

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a 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) _____


(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/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.

(Company) 

(Signature of Authorized Representative)

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

(Phone Number) (Fax Number)

(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.

Company



Authorized Signature

Date

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

EXPRESSION OF INTEREST

A&E French Creek WMA Wildlife Fence
Solicitation # CEOI 0310 DNR2500000004



July 1, 2025

Submitted to:

WEST VIRGINIA

DNR

Submitted by:

STAHL SHEAFFER
ENGINEERING

250 Lakewood Center, Morgantown, WV 26508

stahlsheaffer.com

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This document contains proprietary and confidential information of Stahl Sheaffer Engineering, Inc., and shall not be used, disclosed, or reproduced, in whole or in part, for any purpose other than to evaluate this document, without the prior written consent of Stahl Sheaffer Engineering.

STAHL SHEAFFER ENGINEERING

Stahl Sheaffer Engineering, Inc.
250 Lakewood Center
Morgantown, WV 26508
Phone: 304.381.4281
Fax: 304.381.4299
stahlsheaffer.com

July 1, 2025

Mr. Josh Hager
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305

Re: A&E Services for French Creek WMA Wildlife Fence
Solicitation #CEOI 0310 DNR2500000004

Dear Mr. Hager:

Stahl Sheaffer Engineering, Inc. (Stahl Sheaffer) is pleased to submit this Expression of Interest (EOI) for engineering services to evaluate, design, specify, and provide Construction Drawings for bidding purposes and contract administration services for a new USDA Wildlife Protection Fence at the WV Wildlife Center located on the French Creek WMA. The WVDNR needs approximately 2 miles of USDA Wildlife Protection Fence constructed and tied into the existing Wildlife Fence on the property.

In this EOI, you will find our firm overview, understanding of the project and goals, and qualifications, experience, and past performance.

Our West Virginia office is in Morgantown and places Stahl Sheaffer in a position to be responsive and readily available. Please contact me at 304.692.9176 or via email at rmilne@stahlsheaffer.com should you have any questions or require additional information.

Sincerely,



Rob Milne, P.E.
Regional Office Manager - WV / Designated Contact Person
Stahl Sheaffer Engineering, Inc.

Copy File P25-253

Project and Goals

Goal/Objective 1

Review existing plans, conditions, and operations of the facility while communicating effectively with the owner to develop a plan that can be implemented in a manner that minimizes disruption to the concurrent operation of the structure and meets all objectives.

2.1.1 Evaluation Approach

To provide the most responsible design, a site visit would be conducted as a first step in an overall site evaluation of existing conditions. Each site contains its own specific physical, operational, and environmental constraints and concerns. Stahl Sheaffer will perform a site visit and evaluation to identify existing site constraints, environmental concerns, and site needs before making design recommendations. The evaluation will include a review of any existing plans and known conditions to arrive at recommendations for proposed locations of all fences, gates, or accessories, and regulatory compliance.

The site evaluation will include, but is not limited to, the identification of:

- Topographic limitations
- Stormwater management and runoff conditions
- Fencing constraints
- Surrounding sensitive environmental features
- Type of operations and needs of that specific operation

2.1.2 Methods

GPS and GIS equipment and software can be used to collect site features and their locations readily. The field data can be downloaded at the time of collection if that level of response is needed. We will provide a summary table of site conditions for review. As data is collected, it will be added to the table and will be ready for review prior to collection of additional site data. This approach will help to keep WVDNR updated on the project schedule. This method will allow us to closely monitor the budget and communicate concerns. We will communicate with WVDNR weekly, or according to another agreed-upon schedule, to verify that the data is received accurately and as expected.

Goal/Objective 2

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

2.2.1 Site Design

Upon notice to proceed, Stahl Sheaffer will request a meeting to discuss the project and the proposed goals that WVDNR desires for the project. This meeting will provide the information needed to move forward with evaluation, design, and permitting in a manner consistent with WVDNR's goals and objectives for the project. Stahl Sheaffer will provide the

following, but not limited to, engineering and environmental services to complete design for the proposed wildlife fencing project, and support facilities and infrastructure:

- Site Plan
- Grading and stabilization plans
- Stormwater management
- Topographic survey
- Vegetative management plan and specifications
- Access to gates and accessories as needed
- Environmental permitting

Goal/Objective 3

Provide Construction Contract Administration Services with competent professionals who ensure the project is constructed and functions as designed.

Our experienced personnel, including our construction management staff and construction cost estimators, understand the appropriate options to determine the best solutions for specific projects. These construction personnel will be involved throughout the design life of the project. Our firm utilizes our most experienced staff to perform reviews. This ensures that simple mistakes are not made on the plan or calculations that could potentially lead to costly change orders during construction.

Construction Administration

The Stahl Sheaffer team will provide customary engineering advice and assistance necessary to enable WVDNR to understand the project. A representative of our team will visit the construction site to observe progress and quality of work, confirm work is proceeding in accordance with contract documents, keep WVDNR informed of progress, guard against defects and deficiencies, and disapprove work not in conformance with contract documents.

Stahl Sheaffer can check and approve samples, schedules, shop drawings, catalogue data, laboratory, shop and mill tests of materials and equipment, and other data which contractors are required to submit to ensure conformity with project design, concept, and requirements. Stahl Sheaffer, per accepted professional standards and practice, can review contractors' payment requests and approve, in writing, payment to the contractors in such amounts. Stahl Sheaffer can also conduct, in the company of the owner and contractor, a final inspection of the project for conformity with design, concept, and contract documents. Stahl Sheaffer will also conduct monthly construction project meetings. All these items will be part of the Construction Administration Process.

Stahl Sheaffer will assist the WV DNR during the bid and construction phases by:

- Reviewing basic material submittals and shop drawings.
- Responding to contractor questions of RFIs (anticipated to be based on questions that are required based on coordination issues discovered during construction or unforeseen conditions discovered during construction).
- Attending visits during construction as agreed upon.

Qualifications, Experience, and Past Performance

Firm Profile

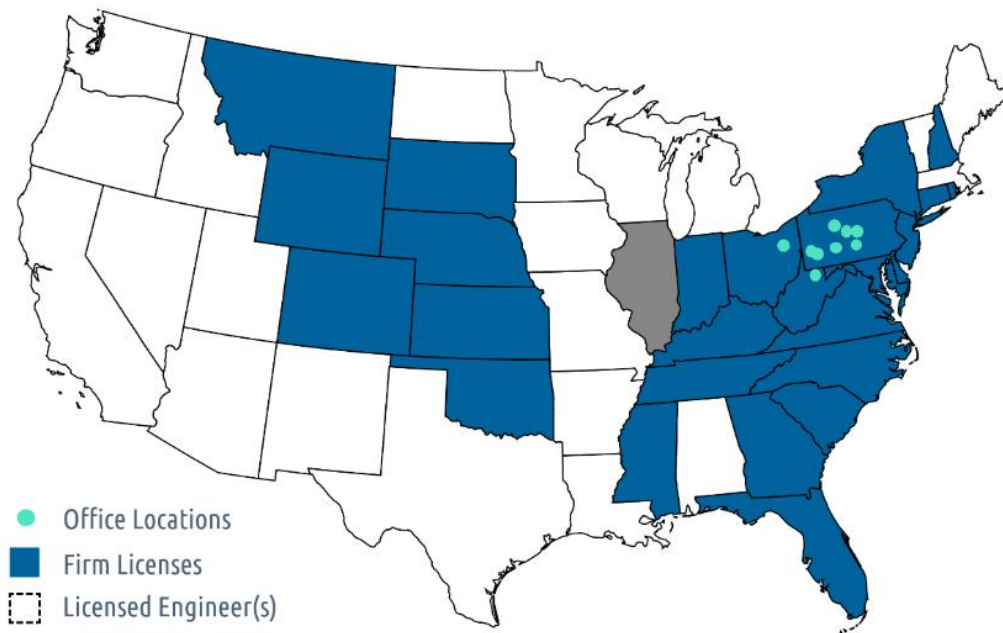
Stahl Sheaffer Engineering, Inc. (Stahl Sheaffer) is a civil and structural engineering firm that has been providing services since 2006. Stahl Sheaffer specializes in site, transportation, building, and bridge engineering, along with survey, geotechnical, environmental, and construction inspection support services. Our licensed engineers, surveyors, construction managers, and inspectors have worked extensively with both public and private sector clients.

Stahl Sheaffer was ranked for the eighth consecutive year in the ENR Mid-Atlantic Top Design Firms list.

Stahl Sheaffer has 125 employees operating from nine locations, from which we can assign resources to meet timelines and design requirements. Our professionals are licensed or certified as civil engineers, bridge safety inspectors, tunnel inspectors, façade inspectors, construction inspectors, surveyors, geotechnical analysts, environmental scientists, designers, GIS technicians, and construction inspectors.

Services for the French Creek WMA Wildlife Fence project will be provided from our local West Virginia office, as well as supplemental offices that are close to the project site.

Stahl Sheaffer has 9 Locations, Licensed in 23 States



Qualifications

We have experience with state parks, wildlife areas, and other facilities that include elements similar to this project. Our extensive experience managing four ongoing open-end contracts with DCNR provides us with an understanding of the mission to protect natural resources. Stahl Sheaffer has been involved in many outdoor recreational projects and we are an annual sponsor of the Pennsylvania Parks and Forests Foundation.

Communication

We propose one single point of contact for clear communication between the client and Stahl Sheaffer. Stahl Sheaffer is currently using many of the available technological tools in conducting our day-to-day business, such as GIS software and online video conferencing. These tools help save time and reduce costs for our clients. We propose using our GIS portal to communicate the progress of tasks from design through construction. As a web-based system, the GIS portal does not require any additional software installation on the user's end. This system allows effective organization of project documents, mapping, and schedules. We can readily document progress and concerns that arise during field evaluations, design, or construction, and convey that in real time. We will coordinate with our team to ensure appropriate resources are assigned to meet key milestones. Any unexpected issues will be communicated immediately to WVDNR. We will supplement our GIS system with a minimum of weekly status meetings accomplished in person or through online video conferencing and email usage.

History Completing Projects On Time & On Budget

Stahl Sheaffer has a history of completing projects on time and on budget. Project Managers across the firm meet as a group monthly to evaluate the overall workload and distribution of resources. Stahl Sheaffer also maintains a steady workload balanced across regions, disciplines, and market sectors, and we have a strategic approach to adding additional staff to support workload requirements. We believe our success is best communicated through our clients:

- *"I have had the privilege to team with Stahl Sheaffer Engineering to, assess risks, implement designs and administer construction on several projects. Aside from the **excellent engineering services and extremely competitive fee** Stahl Sheaffer is widely known for and has consistently delivered for me, I'm most impressed by the design development methods Stahl Sheaffer implements to reach a successful final design, especially when it comes to working with numerous stakeholders."* ~Ron Kobelenske, Project Coordinator, Penn State OPP Commonwealth Services
- *"Stahl Sheaffer Engineering's professionalism and approach to completing this project was impeccable. **Their attention to detail was key** in surveying existing building conditions and incorporating feasibility, practicality, and architectural aspects into their design in an effort **to meet the safety, budgetary, and architectural constraints** of the project."* ~Jason Sheffield, Project Executive, Poole Anderson Construction

Similar Projects

The following examples show experience with site design and fencing with multiple aspects of the project represented across a variety of projects.

West Virginia University Police Department Relocation, Morgantown, WV

Stahl Sheaffer worked as a sub-consultant to AEWORX to provide surveying services, civil engineering design, and construction administration services for the WVU Police Department Relocation Project. Stahl Sheaffer was responsible for the design of a new 30' entrance gate, and security fence upgrades throughout the property.

US Department Of Defense Sugar Grove Research Station, Sugar Grove, WV

Stahl Sheaffer worked as a sub-consultant to Atlantic Design Group to provide surveying services, civil engineering design, and construction administration services for a Security Fencing Project at Sugar Gove Research Station. Stahl Sheaffer was responsible for the design of a 2 FE7 Security Fence Gates and 3,536 lineal feet of FE7 security fence.

Penn State Breazeale Facility Security Upgrades, University Park, PA

Stahl Sheaffer designed a crash-rated security fence around the Breazeale Nuclear Facility and provided engineering for a secure guard facility, remotely operated access gates, alarm system, and safety bollards. This project was completed in compliance with Nuclear Regulatory Commission funding requirements.



Penn State Applied Research Laboratory New Testing Facility, University Park, PA



Established in 1945 at the request of the US Navy, the Applied Research Laboratory (ARL) at Penn State is a Department of Defense (DoD) designated University Affiliated Research Center. It supports national security and economic competitiveness through essential research, development, and systems engineering projects. Stahl Sheaffer

was a subconsultant to Hoffman Leakey Architects, along with Barton Education, and Construction Manager, PJ Dick. The team developed, designed, and constructed a new ARL testing facility adjacent to an existing building designed in 1988. Due to the nature of the work conducted in this facility, safety and security were top priorities. The one-story concrete steel and masonry building features rooms built to meet specific criteria for testing as outlined by ARL. The structure and MEP designs also needed to meet rigid design criteria.

Valley Vista Shared Use Path Design & CI, Patton and Ferguson Townships, State College, PA

Stahl Sheaffer coordinated with Patton and Ferguson Township staff for the construction of a shared-use path along 1.8 miles of Valley Vista Drive and Circleville Road in Patton and Ferguson Townships. Services included surveying, environmental clearance support, utility coordination, preliminary and final plans preparation, public involvement meetings, revisions to existing traffic signal permit drawings, infiltration testing, ADA ramp design, PS&E package preparation, NPDES major modification permit preparation, and construction consultation.

PA Department of Conservation & Natural Resources (DCNR) Open End Contract FDC-500-809, State-Wide Construction Management



Stahl Sheaffer held an open-end contract to perform construction management on various bridge, site, and building projects on state forest and state park lands. For the past several years, Stahl Sheaffer has performed quality inspection services on over 63 Work Orders. We understand DCNR's expectations and policies. Inspectors are responsible for:

- Attending preconstruction conferences and regular job conferences with the Department and contractor for each project.
- Keeping records.
- Documenting construction work.
- Providing site inspection.
- Preparing current and final estimates for payment to the contractor.
- Assisting the Department in obtaining compliance with labor standards, safety and accident prevention, and equal opportunity provisions of the contract.
- Performing other duties as required.
- Assembling all pertinent construction data into a manual for submission on all bridge construction projects.



Following are representative examples:

- **Medix Run Bridge Replacement** – Inspection of demolition of existing steel I-beam bridge on stone masonry abutments with a 15'-2" clear span, to be replaced with a precast reinforced concrete box culvert and precast concrete end sections with an 18-foot clear roadway width.
- **Laurel Run Box Culvert** – Inspection of demolition of existing steel beam bridge with nail laminated deck to be replaced with precast reinforced concrete box culvert and precast concrete end sections with 18' clear roadway width.
- **Mix Run Box Culvert** – Inspection of demolition of existing structure 3'-0" x 4'-0" elliptical metal pipe to be replaced with precast reinforced concrete box culvert and precast concrete wingwalls.
- **Reeds Gap State Park** – Inspection of all general construction work consisting of site work, leakage testing, excavation, construction, demolition of existing structures, and performance testing.



PA Department of Conservation & Natural Resources (DCNR), Bloody Skillet ATV Trail Design-Build, Sproul State Park, Centre County, PA

Stahl Sheaffer completed the design of two structures on the ATV trail in Sproul State Park near Monument, PA. The first structure consisted of a 20' x 5' precast reinforced concrete box culvert with precast end sections.

The second structure required the foundation design for a 150' long prefabricated steel truss bridge. Design of the truss foundation and accurate layout of the final bridge span/location were imperative due to potential conflicts with the existing railroad bridge abutments that were to remain in place. Due to the location of these abutments, the proposed span was lengthened to locate the new abutments and footings behind both existing abutments.



Centre Region Parks & Recreation Whitehall Road Regional Park, Land Development, State College, PA

Stahl Sheaffer provided feasibility planning, site engineering, land development, and environmental services for this regional park located within the Centre Region Parks and Recreation parks system. Stahl Sheaffer led a multi-disciplined team to complete the park design and obtain

Township and environmental approvals. The project scope involved the Phase 1 design of the 100-acre park, which included four playing fields, driveway and parking facilities, water, sewer, and gas services, field and parking lot lighting, all-season pavilion, park storage, and landscaping throughout the park.



Cellular Communication Tower Survey & Land Development, Morris Township, Greene County, PA

Stahl Sheaffer is serving as the engineering team leader for a proposed 195' communication tower and 35' repeater tower located in Morris Township, Greene County. In addition to coordinating the tower design and environmental permitting requirements, Stahl Sheaffer is directly providing surveying support, land development, geotechnical services, tower coordination, and contract documents for the project. A topographic and existing conditions survey was



completed for the proposed project area, and Stahl Sheaffer completed the site layout, grading, utility design, and erosion & sediment control required for the land development design and zoning approval process. Additionally, a geotechnical investigation was completed for the tower and roadway design. Stahl Sheaffer previously provided a cellular communication survey for the proposed cell phone tower in 2019 to check and document existing radio frequency signals to assist the Township in determining the tower height, location, type, etc.

References

- Ari Figueroa, P.E., Senior Engineer Project Manager, Pennsylvania Turnpike Commission | 700 S. Eisenhower Blvd., Middletown, PA 17057 | 717.831.7022 | afiguero@paturnpike.com
- James M. Long, P.E., Division Chief, Bureau of Facility Design and Construction, Dams, Bridges and Roadways Engineering Division, 400 Market Street, 8th Floor, Harrisburg, PA 17101 | Office: 717.783.3333 | Cell: 717.783.3333 | jamelong@pa.gov
- Rob Swales, Chief Executive Officer, Clearly Ahead Development, 814.768.7338, rswales@clearlyahead.com

Project Delivery Plan

The construction schedule will be developed jointly with WVDNR to assure that the agencies' goals and objectives will be met in the required timeframe. Construction sequencing, utility relocations, material lead times, erection/demolition, and environmental commitments will be considered when developing the schedule.

Our project management approach and commitment to quality allow us to deliver projects that will successfully meet WVDNR's needs. **Mr. Robert Milne, P.E., Regional Manager, will serve as Project Manager** and personally oversee the quality of all deliverables. Mr. Milne has prior experience working with WVDNR on multiple projects. Mr. Milne will be the primary contact with WVDNR and will work directly with team members to develop a plan that satisfies the needs of this agreement. The plan will provide clear guidance to direct our team from the initial stages of project development to project closeout. Our plan, based on Stahl Sheaffer's Company Quality Control Plan that contains our company-wide quality policy and objectives, will be developed specifically for the intricacies of this agreement. This plan will define standard operating procedures, design and checking procedures, documentation, and requirements that need to be independently addressed by the designer. We will clearly define scope and budget at project outset and communicate this to all team members, establish deliverables with defined milestone dates, identify project personnel roles, and develop a clear communication plan.

Stahl Sheaffer requires that all deliverables be checked by an independent reviewer before submission. We require our subconsultants to check their work per their quality management system before submission to us, and we check their work internally to meet our standards for quality prior to submission to the WVDNR. Stahl Sheaffer's discipline managers will review all deliverables in accordance with their technical expertise. **Mr. Paul McClellan, P.E.**, will review all land development and stormwater management items. **Jason Reed** will review all environmental and permitting submissions. **Mr. Chad Shaffer, PLS**, will review all survey work.

Staff Qualifications

Robert R. Milne, P.E. – Regional Office Manager – Morgantown, WV

WV: PE# 014177 | C: 304.692.9176 | rmilne@stahlsheaffer.com

EDUCATION

Master of Science in Civil Engineering, West Virginia University

Bachelor of Science in Civil Engineering, West Virginia University

PROFESSIONAL EXPERIENCE

Mr. Milne is the Regional Office Manager for Stahl Sheaffer's West Virginia location. Mr. Milne has 37 years of experience in the design and management of projects for Federal Agencies, WVDOH, West Virginia University, WVDNR, City of Morgantown, PennDOT, Pennsylvania Turnpike Commission, and additional state and municipal clients. His responsibilities include the day-to-day direction of the West Virginia operations; managing land development, roadway, and bridge design projects; and supervising and directing project teams. Mr. Milne is responsible for monitoring project budgets and project schedules, client/subconsultant coordination, and management of design teams for civil engineering projects.

Design duties include drainage improvements, erosion and sediment control permit applications, E&S plans, ADA ramp design, grading plans, roadway and intersection improvements for access roads, shared use path design, safety studies, pavement design, MPT, signing and pavement marking, utility relocation plans (water, sanitary, and utility poles), cost estimating, and bid package contract development. Projects vary in complexity from \$100,000 to \$100M in construction costs. Project management duties include scope of work preparation, client coordination, budget management, supplemental contract writing, site and roadway design, drainage design, agency coordination, public involvement, municipal coordination, traffic studies, environmental documentation, and railroad coordination through rails to trails agreements. Relevant projects include:

- **WVU UPD Relocation Project, Morgantown, WV** – Civil Task Manager, Stahl Sheaffer is a sub-consultant to AE Works. Responsible for development of the civil site construction documents. The work consisted of the design of a 30' electronic slide gate, and 6' security fence upgrades throughout the property.
- **Security Fence and Lighting, Sugar Grove Research Station PTN 44936, Sugar Grove, WV** - Civil Task Manager, responsible for development plans and specifications for the construction 3,536 lineal feet of FE7 security fence.
- **Canopy and Security Barriers, Sugar Grove Research Station PTN 44936, Sugar Grove, WV** - Civil Task Manager, responsible for development of the existing field survey and the site development plans for the proposed 65' X 55' Canopy and Security Barriers Project at the Sugar Grove Research Station. Prepared plans and specifications for the proposed improvements to the main entry control facility.
- **Whitehall Regional Park, State College, PA** – Civil Task Leader responsible for the development of the Minor Alteration Plans. Responsible for oversight of the as-built Infiltration Testing and Report.



CREDENTIALS

Professional Engineer:
WV #PE014177 (1999)
PA #PE061465 (2002)

- **WVDNR Elk River Boating Access Sites, Kanawha County, WV** – Project Manager responsible for the development of construction documents and construction oversight for five new boating ramps along the Elk River.
- **RAFMH Building 641 Temporary Facilities, North Yorkshire, England** – Civil Task Manager, Stahl Sheaffer is a sub-consultant to Atlantic Design Group (ADG). Stahl Sheaffer will be providing engineering support services relating to the required utility service connections necessary for the temporary facility.
- **GPO H Street Loading Dock Renovation, Washington, DC** – Civil Task Manager, Stahl Sheaffer is a sub-consultant to Atlantic Design Group (ADG). Responsible for development of the existing field survey and the site development plans for the H Street Loading Dock Renovation Project.
- **WVDOH Greenbag Road Improvement Project, Morgantown, WV** – QA/QC for Right-of-way plan development and Final Design activities for the widening and installation of two new roundabouts along 1.5 miles of Greenbag Road to support the WVDOH in providing safety and operational improvements to reduce congestion and add pedestrian/bicycle accommodations along the corridor. The project involved an extensive alternatives analysis, roadway design, roundabout design, traffic control, drainage design, 3D LiDAR scanning, right-of-way development, preparation of a traffic study for intersection capacity and corridor analysis, and subconsultant oversight for the development of an EA, including extensive public involvement efforts.
- **West Virginia Department of Highways District 5, West Virginia 42 over North Fork of Lunice Creek Bridge Replacement, Grant County, WV** – QA/QC for the replacement of the existing concrete arch structure with a staged single span prestressed concrete box beam structure supported on a full height and integral abutments. The project also included roadway work including minor adjustments to the vertical and horizontal profile, guiderail replacement, and full depth roadway reconstruction.
- **West Virginia Extension Jackson Mill, Robert Hayhurst Shooting Sports Complex Jane Lew WV**, - Civil Task Manager responsible for providing construction documents for a new muzzleloader shooting range and skeet shoot at Jacksons Mill.
- **City of Morgantown Eighth Street Trailhead, Morgantown, WV** – Project Manager responsible for the development of the construction documents for the Eighth Street Trailhead. This project included a concrete stairway with a wheeling channel to aide in access to the Caperton Trail system in Morgantown.
- **West Virginia University Milan Puskar Stadium Renovation Project, Morgantown, WV** Site Civil Task Lead responsible for the development of the site civil construction documents for this \$65M stadium upgrade project. Project included utility relocations, revised grading for the north gate entry, and landscaping amenities.
- **West Virginia University Evansdale Drive Intersection Modification Project, Morgantown, WV** – Project Manager responsible for providing construction documents to relocate Evansdale Drive to the north, added a two-lane ingress/egress to the south end of the coliseum parking lot, creating a 4-way intersection.

Paul McClellan, P.E. – Quality Assurance & Oversight

O: 814.205.4012 | C: 814.762.5104 | pmcclellan@stahlsheaffer.com

**EDUCATION**

Bachelor of Science, Civil Engineering Technology, University of Pittsburgh

PROFESSIONAL EXPERIENCE

Mr. McClellan is a Vice President responsible for overseeing all aspects of site engineering and environmental permitting as well as all projects related to the energy industry. He has 23 years of project management experience. Relevant projects include:

- **Shooters Gauntlet Shooting Range, Bradford County, PA** – Project Manager responsible for the completion of the project, which included the permitting of earth disturbance required to develop a long-range shooting range in mountainous terrain in northcentral Pennsylvania. Site constraints consisted of wetlands and streams within the line of site and bedrock outcrops. Responsibilities included completion of erosion and sediment control plans and the design and siting of a soil amendment post construction stormwater BMP for control of increased stormwater runoff. The permit was approved with minimal comments in approximately half the agency review time frame.
- **Puddintown Trail, College Township, Centre County, PA** – Project Manager as a PennDOT District 2-0 employee, which involved coordination with College Township, Penn State University, and Centre Region Planning. The project included shared use, 4(f) impacts, T&E issues, and permitting issues.
- **Bradford Regional Airport Industrial Access Road, McKean County** – This ARC-funded project included roadway design services for the design of an 800' access road and three intersecting road spurs to be used for future development.
- **Clearfield Firemen's Industrial Park Access Road, Clearfield County** – Project Manager for this local, ARC-funded project involving coordination with the Lawrence Township Wolf Run Industrial Park Authority for a 500-foot new alignment.
- **State College Streetscape, SR 26, Centre County, PA** – Project Manager for installation of street lighting and replacement of sidewalks in downtown State College along SR 26. Project involved coordination with State College Borough and Centre Region Planning.
- **Atherton Street Corridor Drainage Upgrades, Centre County, PA** – Project Manager. The first section was completed per the "Minor Project" guidelines in Appendix AB of DM-1X. Scope focused on upgrading deteriorated drainage facilities and pavement rehabilitation. Phased traffic control schemes centered on maintaining access to existing businesses. Fourteen separate utility companies were present along this corridor, resulting in complex utility coordination. Most utilities were able to be avoided and minimal relocations resulted, eliminating potential schedule delays. The project limits were increased three months before advertisement, and the team was able to incorporate the added improvements (approximate 0.5-mile additional roadway improvements, six additional temporary and permanent traffic signal designs, and additional utility impacts) and exceed the original let date of the project by two weeks.

CREDENTIALS

Professional Engineer
(P.E.): PA #PE078178
(2010)

American Society of
Highway Engineers
(ASHE)

Chad Shaffer, PLS – Surveying Manager

WV: PLS# 2472 | O: 570.933.9101 | cshaffer@stahlsheaffer.com

EDUCATION

Associate Civil Engineering Technology, Penn College of Technology

PROFESSIONAL EXPERIENCE

Mr. Shaffer is the Project Manager for Stahl Sheaffer's Survey Department, responsible for performing review of projects, directing staff surveyors and technicians, and managing client contact and project progress. He has 34 years of experience, and relevant projects include:

- **Shooters Gauntlet Shooting Range, Bradford County, PA** – Survey oversight QA/QC for the shooting range project that included the permitting of earth disturbance required to develop a long-range shooting range in mountainous terrain in northcentral Pennsylvania. Site constraints consisted of wetlands and streams within the line of site and bedrock outcrops. Responsibilities included completion of erosion and sediment control plans and the design and siting of a soil amendment post construction stormwater BMP for control of increased stormwater runoff. The permit was approved with minimal comments in approximately half the agency review time frame.
- **WVDOH Greenbag Road, Monongalia County, WV** – Survey Project Manager for a traffic improvements to Greenbag Road. Along with placed and surveyed in control chevrons, Stahl Sheaffer's Reality Capture team used the Leica Pegasus:Two to scan two miles of the two-lane road, along with three intersecting roads. Supplemental survey ensured all basemap features beyond LiDAR limits were accounted for, and the scans were processed to produce a MicroStation existing planimetric basemap and two-foot grid DTM surface from the point cloud.
- **The Pennsylvania State University Clearwater Conservancy Musser Gap Trail, Centre County, PA** – Project surveyor for completing topographic survey, design, and permitting for a pedestrian and bike trail across University property that connects State College area trails to the nearby State Forest tracts. This project was partially funded by DCNR.
- **Interstate 81 - Mobile LiDAR Mapping Project, Luzerne County, PA** – Survey Project Manager for a 15.5-mile section of Interstate 81 which included survey grade high-resolution mobile LiDAR point cloud data tied to horizontal survey control with the Leica Pegasus:Two system along the project corridor. Horizontal control was set and surveyed by Stahl Sheaffer. Horizontal control was tied to the Pennsylvania 1983 North State Plane Datum. Vertical control was based on GPS only.
- **PA Turnpike Commission New Baltimore Slide, Somerset County, PA** – Survey Project Manager for a project where Stahl Sheaffer placed and surveyed in control chevrons and used the Leica Pegasus:Two to scan four lanes east- and west-bound of the Pennsylvania Turnpike. The scans were then processed to produce a MicroStation existing planimetric basemap and a two-foot grid DTM surface from the point cloud.
- **Interstate 475, Lucas County, OH** – Survey Project Manager for a project where Stahl Sheaffer used the Leica Pegasus:Two to scan six miles of I-475 in Toledo, including the four main lanes, 12 on-and-off ramps, and additional side roads. The scans were then processed to produce a MicroStation existing planimetric basemap and a DTM surface

**CREDENTIALS**Professional Surveyor
WV (2472) 2024
PA (SU060672) 2003

from the point cloud. Supplemental survey was included in the basemap to include all features beyond the LiDAR range.

- **Pennsylvania Turnpike Commission Blue-Kitt Tunnels, Franklin County, PA** – Survey Project Manager for a project where Stahl Sheaffer’s Reality Capture team used the Leica Pegasus:Two to scan four miles of the Pennsylvania Turnpike going through the Blue-Kitt tunnels, east- and west-bound. To ensure data accuracy, the Survey team placed chevrons, used a traverse control network, and ran levels beforehand. The resulting point cloud was processed to produce a MicroStation existing planimetric basemap, DTM, and cross-section diagrams of tunnel wall joints. Supplemental survey was included in the basemap to include all features beyond the LiDAR range.
- **Route 74 Repaving/Reconstruction Project, Perry County, PA** – Project surveyor for a 1.5-mile repaving/reconstruction project, responsible for construction layout and calculations for portions of Route 74 that were reconstructed due to steepness, drainage problems, etc. Also responsible for the Type C surveying of the repaved sections of Route 74.
- **North Atherton Street 3D Survey, State College, Centre County, PA** – Survey Project Manager for 3D survey and base mapping of approximately 9000 LF of North Atherton Street. Responsible for the oversight and scheduling of the survey crew and technicians as well as scheduling traffic control.
- **The Pennsylvania State University Pollock Road Bollard Replacement, University Park, PA** – Project manager for construction drawings and documents for a retractable bollard replacement project on Pollock Road.
- **Clearfield Bridge Replacements, Clearfield County, PA** – Survey Manager for three bridge replacement projects, responsible for ROW location and preparation of ROW plans, utility location and coordination, and boring locations.
- **PennDOT E03976, PA 56, Bedford County, PA** – Survey Manager for a bridge replacement project, responsible for ROW location and preparation of right-of-way plans, topographical and H&H surveys.
- **PennDOT District 3-0, PA Rapid Bridge Replacement Program** – Survey Project Manager for the stakeout of ROW and temporary easements, construction stakeout, and topographical surveys for various bridges located within PennDOT District 3-0.
- **East Buffalo Township, Fairgrounds Road Signal Improvement, Union County, PA** – Survey Manager for traffic signal upgrades at the Fairgrounds Road and Route 45 intersection and improvements to the Buffalo Valley Rail trail crossing. Provided topographical and right-of-way survey along with right-of-way and alignments stakeouts.
- **Oakwood Grove Land Development Plan, Snyder County, PA** – Project surveyor and designer for 90-unit condominium development. As surveyor, he was responsible for deed and right-of-way research, boundary survey, aerial control survey, and utility locations. As design engineer, he was responsible for design of all streets and utilities, grading plans, erosion and sedimentation control plans, NPDES Permits, Post-construction stormwater management plans, Highway Occupancy Plans, and right-of-way dedication plans.

Jason Reed – Lead Environmental

O: 814.205.4012 | C: 717.870.8826 | jreed@stahlsheaffer.com



EDUCATION

Bachelor of Science, Environmental Resource Management, The Pennsylvania State University

PROFESSIONAL EXPERIENCE

Jason Reed is Stahl Sheaffer's Manager of Environmental Services. He brings 28 years of natural resource planning, environmental consulting, and permitting experience. As a project manager and environmental scientist, he coordinates with clients and all applicable regulatory and resource agencies to gather the necessary data to effectively manage the completion of all environmental clearance and permitting requirements for projects. His specialties include wetland investigations and delineations, waterways encroachment and obstruction permitting, specification of revegetation material; wetland, stream, and terrestrial habitat creations and restorations; stream surveys, Natural Channel Design, erosion and sediment (E&S) pollution control design, post-construction stormwater best management practices design, NEPA documentation, and threatened and endangered plant surveys. His relevant experience includes:

- **Rivers Landing Mixed-Use Building, Clearfield, Clearfield County, PA** – Clearly Ahead Development. Project Manager responsible for managing the site civil engineering, and environmental permitting including quality assurance of all submittals. This project included the design and development of a new two-story office and retail building with parking and stormwater management. The site is located immediately adjacent to the West Branch of the Susquehanna River. A stormwater outfall to the River within a FEMA delineated floodway was needed. An outfall permit was successfully secured through PADEP. The site was a previously contaminated site and required soil sampling throughout the proposed depth of planned excavation. A site soils characterization was completed and coordinated with the Waste Management section of PADEP. The only concern identified was elevated lead levels. Additional sampling was conducted to refine the areas of concern and to develop acceptable handling procedure for the excavated waste soil. Additional responsibilities included
- **PA Department of Conservation & Natural Resources, Oil Creek State Park Bike Trail Extension Feasibility Study, Venango County, PA** – Project Manager for the incorporation of trail, bridge and environmental permitting cost estimating and preliminary design considerations for multiple trail alignments into a feasibility report. Responsibilities included performing a cursory wetland and waters review of 3.75 miles of existing footpaths and undeveloped valley bottomlands and hillslopes. The water resources were field sketched and described for incorporation into the report. Additional information collected and presented in the report included threatened and endangered species concerns, waterways and wetland impacts permitting guidance and needs, physical environmental constraints and cultural historic resource concerns.
- **Clearfield Facility Industrial Stormwater Permitting, Clearfield County, PA, Oil States Energy Services** – Environmental Scientist/Project Manager for this project that included securing National Pollutant Discharge Elimination System (NPDES) Industrial Stormwater Permitting. As an Environmental Scientist, responsibilities for the NPDES permit included the preparation of preparedness, prevention, and contingency (PPC) plan and the filing of a No Exposure Certification. The PPC plan included a chemical inventory of the entire

CREDENTIALS

Phase I & II ASTM
Environmental Site
Assessment Training

Wetland Delineator
Certification
Preparatory Training
Course

Mine Safety & Health
Administration
(MSHA), Experienced
Miner

facility and creation of a chemical storage index plan. The PPC plan and No Exposure Certification were approved through the Pennsylvania Department of Environmental Protection North Central Regional Office. Project Manager duties included invoicing, budget review, and coordination of all permit components with support staff.

- **Corrective Action E&S Control Plan, Cameron County, PA, Chestnut Ridge Whitetail Hunting Preserve, Inc.** – Environmental Scientist/Project Manager responsible for preparing a corrective action E&S pollution control plan as required by a consent order and agreement issued by the Commonwealth of Pennsylvania for erosion and water quality violations. This project involved the preparation of an E&S plan for controlling existing erosion issues at an active wildlife hunting preserve. The project involved field reconnaissance of on-site issues and in turn the specification of restoration techniques and best management practices to bring the client into regulatory compliance. Responsible for required management documentation including budget concerns, as well as client correspondence and scheduling and facilitation of on-site regulatory meetings.
- **Finley and Portable Run Acid Drainage Treatment, Cameron County, PA** – Cameron County Conservation District. This project was the design and permitting of two separate passive acid mine drainage treatment sites within the Sterling Run Watershed. As an Environmental Scientist responsibility included wetland delineations, erosion and sedimentation control plans design and preparation, environmental assessment, functional wetland assessment, alternative analysis, collection of wetland locations with a GPS unit, and preparation of a Waiver 16 and GP-4 Permit. Also, created bidding documents and guided the preparation of construction plans. Acted as the main contact for all coordination with the PADEP and the Army Corp of Engineers Baltimore District. The Waiver 16 and GP-4 were approved through the Northcentral PADEP with no comments.
- **Luthersburg Yard, Clearfield County, PA, Horizontal Well Drillers** – Environmental Scientist/Project Manager for this project that included the preparation of a National Pollutant Discharge Elimination System (NPDES) permit for stormwater associated with construction activities, NPDES Industrial Stormwater permitting, and Tier II hazardous chemical reporting. As an Environmental Scientist, responsibilities for the NPDES construction permit included on-site wetland delineation, infiltration testing, assistance in the ground survey task, preparation of an E&S pollution control plan, and completion of all remaining items associated with the NPDES permit application. The NPDES permit was approved through the Clearfield County Conservation District with no comments. Responsibilities for the preparation of the NPDES permit for industrial stormwater discharges included the preparation of preparedness, prevention, and contingency (PPC) plan and the filing of a No Exposure Certification. The PPC plan included a chemical inventory of the entire facility and creation of a chemical storage index plan. The PPC plan and No Exposure Certification were approved through the Pennsylvania Department of Environmental Protection North Central Regional Office. Project Manager duties included invoicing, budget review, and coordination of all permit components with support staff.

Stahl Sheaffer COAs

