



West Virginia Purchasing Division

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

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

Header

[List View](#)

General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)**Procurement Folder:** 53851**SO Doc Code:** CEOI**Procurement Type:** Central Purchase Order**SO Dept:** 0603**Vendor ID:** 000000203864 **SO Doc ID:** ADJ1500000002**Legal Name:** S & S ENGINEERS INC**Published Date:** 12/29/14**Alias/DBA:****Close Date:** 1/6/15**Total Bid:** \$0.00**Close Time:** 13:30**Response Date:** 01/05/2015 **Status:** Closed**Response Time:** 11:11**Solicitation Description:** Addendum No.1-EOI-Fence-
remove Vendor Preference form**Total of Header Attachments:** 0**Total of All Attachments:** 0



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

**State Of West Virginia
 Solicitation Response**

Proc Folder : 53851

Solicitation Description : Addendum No.1-EOI-Fence-remove Vendor Preference form

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-01-06 13:30:00	SR 0603 ESR01051500000001527	1

VENDOR

000000203864

S & S ENGINEERS INC

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

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	Perimeter Fence Design	1.00000	JOB		

Comm Code	Manufacturer	Specification	Model #
81101508			

Extended Description : Addendum No. 1 - To remove the Vendor Preference Certificate form attached to the original CEOI. See attached pages.

The WV Purchasing Division for the agency, WV Army National Guard's Division of Engineering and Facilities, is soliciting expression of interests for professional design services to provide security fencing for the WVARNG Coonskin



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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State of West Virginia
 Centralized Expression of Interest
 02 – Architect/Engr

Proc Folder: 53851

Doc Description: EOI - Coonskin Complex Perimeter Fence Design

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-10	2015-01-06 13:30:00	CEOI 0603 ADJ1500000002	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

S & S ENGINEERS, INC.
 501 EAGLE MOUNTAIN ROAD
 CHARLESTON, WV 25311
 (304) 342-7168

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature X

FEIN # 55-060-1971

DATE 1/2/2015

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

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue
1	Perimeter Fence Design	1.00000	JOB

Comm Code	Manufacturer	Specification	Model #
81101508			

Extended Description :

The WV Purchasing Division for the agency, WV Army National Guard's Division of Engineering and Facilities, is soliciting expression of interests for professional design services to provide security fencing for the WVARNG Coonskin Complex located in Charleston, WV, per the attached specifications.

ADJ150000002	Document Phase Final	Document Description EOI - Coonskin Complex Perimeter Fence Design	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXPRESSION OF INTEREST

WVARNG Coonskin Complex Perimeter Fencing

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SECTION ONE: GENERAL INFORMATION

- 1. PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division (“Purchasing Division”) of West Virginia, is soliciting Expression(s) of Interest (EOI) for the West Virginia Army National Guard Construction and Facilities Management Office (“Agency”), from qualified firms to provide architectural/engineering services (“Vendor”) as defined herein.
- 2. PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide architectural and engineering design services for The WVARNG Coonskin Complex, for the West Virginia Army National Guard. This existing facilities located in Charleston, West Virginia will be altered to accommodate the perspective complex’s needs and meet current building and force protection codes.
- 3. SCHEDULE OF EVENTS:**

Release of the EOI	12/10/2014
Expressions of Interest Opening Date	01/06/2015
Estimated Date for Interviews	TBD

EXPRESSION OF INTEREST
WVARNG Coonskin Complex Perimeter Fencing

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order 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 e-mails should have solicitation number in the subject line.

Question Submission Deadline: No questions will be accepted

Submit Questions to: Tara Lyle
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

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

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

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

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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).

January 6, 2015 at 1:30 pm
Bid Opening Date and Time:
Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

EXPRESSION OF INTEREST

WVARNG Coonskin Complex Perimeter Fencing

SECTION THREE: PROJECT SPECIFICATIONS

1. **Location:** Agency is located at WVARNG, Joint Forces Headquarters, Construction and Facilities Management Office, 1707 Coonskin Drive, Charleston, WV 25311 and the Project will be completed at the WVARNG Coonskin Complex in Charleston, Kanawha County, West Virginia.

2. **Background:** The Owner is seeking the services of a qualified professional architectural firm to design and develop construction documents to provide security fencing for the WVARNG Coonskin Complex. The project is as follows: The WVARNG Coonskin Complex houses West Virginia National Guard Troops. The complex will be renovated to support elements of the West Virginia Army National Guard Command.

3. **Qualifications and Experience:** Vendors will provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.

4. **Project and Goals:** The project goals and objectives are:
 - 4.1. Develop drawings and specifications for the installation of fencing and gates at the Coonskin Complex to restrict access from Coonskin Park into the National Guard Complex on Coonskin Drive. This project results from the mandate to secure the National Guard Complex from unauthorized public access.

 - 4.2. Provide the National Guard with perimeter fence layout design options as well as vehicle and pedestrian gate options ranging from manual swing/rolling gates to completely automated models to offer the National Guard construction options as they relate to funding/budget limitations.

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

5.1. **Materials and Information Required at Oral Presentation:**

“Evaluation and Award Process” will be conducted with the three (3) firms selected as the most qualified by the WVARNG-CFMO selection committee. The Committee will schedule the interviews.

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

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

EXPRESSION OF INTEREST

WVARNG Coonskin Complex Perimeter Fencing

SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

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

EXPRESSION OF INTEREST

WVARNG Coonskin Complex Perimeter Fencing

- 3.3.3. Rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm.
- 3.3.4. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm.
- 3.3.5. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.
- 3.4. **Vendor Ranking:** All evaluation criteria is defined in the Procurement Specifications section and based on a 100 point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:
- Qualifications and experience (50) Points Possible
 - Proposed project management, quality & cost control plans (30) Points Possible
 - Oral interview, (See 5.1 under Section 3 of this EOI) (20) Points Possible

Total 100

EXPRESSION OF INTEREST
WVARNG Coonskin Complex Perimeter Fencing

SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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. **"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.

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

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

 - 2.5. **"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.

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

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

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 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. 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 _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
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 are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$250,000.00 _____ or more.

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

\$1,000,000.00 Automobile Liability

\$1,000,000.00 Professional Liability

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

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____
for _____.
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.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. 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.
- 16. 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 § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** 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 law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **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.
22. **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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **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.
24. **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.
25. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **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.
27. **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.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

32. **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.

33. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

34. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

35. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. 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.
- 40. 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.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

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

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

- d. 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.

43. 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.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: _____

Contractor's License No. _____

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the

public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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 AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. Required Information. The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor

list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

6. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 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.

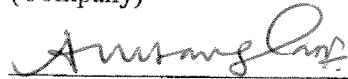
**ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts
Only)**

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:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

S&S ENGINEERS, INC.
(Company)

 ASHOK M. SANGHAVI, PRESIDENT
(Authorized Signature) (Representative Name, Title)

(304) 342-7168 / (304) 342-7169
(Phone Number) (Fax Number) (Date) 1/2/2015

CEOI

RFQ No. 0603 ADJ150000002

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: S & S ENGINEERS, INC.

Authorized Signature: [Signature] Date: 1/2/2015

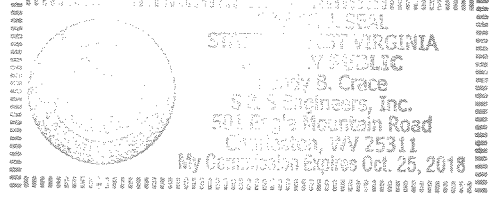
State of WEST VIRGINIA

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 2 day of JANUARY, 2015.

My Commission expires OCTOBER 25, 2018.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)



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

State of West Virginia
 Centralized Expression of Interest
 02 – Architect/Engr

Proc Folder: 53851

Doc Description: Addendum No.1-EOI-Fence-remove Vendor Preference form

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-29	2015-01-06 13:30:00	CEOI 0603 ADJ1500000002	2

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

VENDOR
 Vendor Name, Address and Telephone Number:
 S & S ENGINEERS, INC.
 501 EAGLE MOUNTAIN ROAD
 CHARLESTON, WV 25311

FOR INFORMATION CONTACT THE BUYER
 Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature X  FEIN # 55-060-1970 DATE 1/2/2015

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

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue
1	Perimeter Fence Design	1.00000	JOB

Comm Code	Manufacturer	Specification	Model #
81101508			

Extended Description :

Addendum No. 1 - To remove the Vendor Preference Certificate form attached to the original CEOI. See attached pages.

The WV Purchasing Division for the agency, WV Army National Guard's Division of Engineering and Facilities, is soliciting expression of interests for professional design services to provide security fencing for the WVARNG Coonskin Complex located in Charleston, WV, per the attached specifications.

ADJ150000002	Document Phase Final	Document Description Addendum No.1-EOI-Fence-remove Vendor Preference form	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CEOI - ADJ1500000002
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CEOI - ADJ1500000002 (Coonskin Complex Perimeter Fence Design) ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To remove the Vendor Preference Certificate attached to the original CEOI issued on 12/10/2014. This form should be discarded and not included with proposal submission.
2. The bid opening remains on 01/06/2015 at 1:30 pm.

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CEOI - ADJ150000002

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

S & S ENGINEERS, INC.

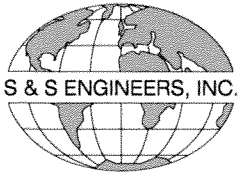
Company

Aussang

Authorized Signature

1/2/2015
Date

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



501 Eagle Mountain Road
Charleston, WV 25311
(304) 342-7168
(304) 342-7169 FAX
s-s-eng@wvdsi.net

January 5, 2015

Ms. Tara Lyle
Department of Administration
Purchasing Division
2019 Washington Street, East
P. O. Box 50130
Charleston, WV 25305-0130

Re: CEOI
0603 ADJ1500000002
WVARNG Coonskin Park Complex
Perimeter Fence Design

Dear Ms. Lyle:

S & S Engineers, Inc. is very pleased to submit this proposal for a Perimeter Fence Design for WVARNG Coonskin Complex, Charleston, WV.

S & S has planned, designed and administered construction of several security fencing throughout the State of West Virginia. In 2014, we have designed a similar project for WV Division of Corrections at St. Marys, WV.

We have recently carried out property survey for WVARNG Complex. In the past we have provided engineering services to WVARNG for Coonskin Complex, Salem and Camp Dawson. Therefore, we are very familiar with the WVARNG operation.

We would greatly appreciate an opportunity to present our detailed qualifications at a mutually convenient date and time.

Please call me at (304) 342-7168, if you have any questions or need further information.

Very truly yours,

S & S ENGINEERS, INC.

Ashok M. Sanghavi, P.E., DEE, QEP
President

Enclosures

- ENGINEERS
- DESIGNERS
- SURVEYORS

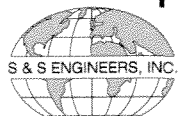
- ENVIRONMENTAL
- MUNICIPAL WASTE
- INDUSTRIAL WASTE
- STORMWATER/SCP
- NPDES PERMITS
- CIVIL DESIGN
- LAND PLANNING
- LAND SURVEYS
- DIGITAL MAPS
- HYDROLOGY
- ENVIRONMENTAL SITE ASSESSMENT
- GPS/GIS
- CONSTRUCTION MANAGEMENT

**STATE OF WEST VIRGINIA
PURCHASING DIVISION
2019 WASHINGTON STREET EAST
P.O. BOX 50130
CHARLESTON, WV 25305-0130**

**PROPOSAL FOR
CEOI
0603 ADJ1500000002
WVARNG COONSKIN COMPLEX
PERIMETER FENCING DESIGN
KANAWHA COUNTY, WEST VIRGINIA**

JANUARY 2015

**S & S ENGINEERS, INC.
501 EAGLE MOUNTAIN ROAD
CHARLESTON, WV 25311
(304) 342-7168
(304) 342-7169 (FAX)
WWW.S-S-ENG.COM**



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QUALIFICATIONS OF FIRM

SERVICES

S & S Engineers, Inc. was formed in 1980 to provide consulting engineering and surveying services to government, industry, municipalities, commercial, and individuals.

S & S Engineers provides a wide variety of technical services in the following areas:

Engineering:

- Water Supply, Treatment, Storage, and Distribution Systems
- Wastewater Collection and Treatment Systems
- Industrial and Hazardous Waste Treatment Systems
- Environmental Site Assessments
- Storm Water NPDES Permit Services
- EPA and WVDEP Compliance Discharge Permits
- WVDEP 401 and USACE 404 Permit Services
- Solid Wastes Management and Landfill Designs
- Subdivision Design and Permit Applications
- Site Development Plans
- Earth Work Quantity Estimates
- Street Paving Design and Drainage Control
- Construction Management
- Technical Expert Testimony

Surveying:

- Aerial Mapping Control Surveys
- Topographic Mapping
- Rights-of-Way and Land Acquisition Maps
- GPS/GIS Services
- Loan and Refinancing Surveys
- Property Surveys
- Construction Stakeout
- Computer Mapping



S & S Engineers' office is conveniently located at the Yeager Airport Complex in Charleston, West Virginia. S & S uses the latest CAD software on computers and electronic distance measurement instruments to complete the work in a professional, timely and cost-effective manner.

The highly qualified staff consisting of engineers and land surveyors is supported by technicians, draftspersons, construction inspectors, and office clerical staff.

Cost effective design and survey projects are processed using Autocad Softdesk and Eagle Point software. Other software packages utilized are Haestead Flow Master, SCS TR55 Urban Hydrology, WaterCAD, StormCAD, FlowMaster, Carlson Survey 2006, Word Perfect, CAD scanning conversion and various spread sheet applications.

The survey crew is equipped with Topcon APL 1 Robotics Total Station set and Nikon Total Station EDM with TDS/SMI Data Collectors. The instruments have a range of over 9,000 feet and storage capacity of +3,000 survey locations. S & S has provided GPS/RTK/GIS services since 1991 using Trimble, Ashtech and Magellan GPS equipment as an alternate to high cost long distance traverse with accurate results.

S & S has provided services on projects funded by the U.S. Environmental Protection Agency, HUD-Small Cities Block Grant, WV Infrastructure Council, WV Water Development Authority, Economic Development Administration, U.S. Corps of Engineers, USDA-Farmers Home Administration, Soil Conservation Service, Office of Surface Mining, U.S. Forest Service, America Recovery & Reinvestment Act, state and local government agencies as well as industry and private businesses.

STATES OF REGISTRATION

S & S Engineers, Inc. has Engineers and Surveyors registered in the following states:

West Virginia
Kentucky

Ohio
Virginia



SCOPE OF SERVICES

WVARNG COONSKIN COMPLEX PERIMETER FENCING DESIGN

GENERAL

The WV Army National Guard is seeking professional engineering firm to design a security fencing project for the WVARNG Coonskin Complex. The security fencing and gates are to restrict and control public access into the WVARNG Coonskin Complex as mandated by the Homeland Security Act.

Our first step would be to meet with appropriate officials to ascertain needs to determine the perimeter of the WVARNG.

Our design services will include but not limited to:

DESIGN PHASE

1. Define Existing Conditions
 - a. Assemble and evaluate data to eliminate conflicts and redundancy
 - b. All major decisions regarding data will be discussed with appropriate officials.

2. Identify Project Work
 - a. Evaluate existing data and reports
 - b. Perimeter Security Fencing
 - c. Access gates for vehicle and pedestrian traffic
 - d. Evaluate environmental aspects
 - e. Summarize existing problems and make presentation

3. Preliminary Design
 - a. Preliminary layout of Security Fencing and Gates
 - b. Land surveys for mapping, rights-of-way, and / or land acquisitions
 - c. Geotechnical Investigations
 - d. Coordination with the Officials
 - e. Preliminary Cost Estimates
 - f. Preliminary review with the Officials



4. Final Design
 - a. Incorporate review comments from the Officials
 - b. Prepare detailed specifications and final design report
 - c. Prepare final cost estimates
 - d. Prepare bid documents
 - e. Conduct pre-bid conference
 - f. Assist in advertising for bids, attend bid opening and assist in evaluation of bids with recommendations for awarding the construction of the project(s)

CONSTRUCTION PHASE

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

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



2. Field Services
 - a. A Qualified Design Professional will make periodic visits to the site to observe the progress and quality of the executed work, and determine, in general, if the work is proceeding in accordance with the contract documents
 - b. Efforts will be directed toward providing assurance to the Officials that the completed project will conform to the requirements of the contract documents
 - c. Make general monthly construction progress reports to the Officials
 - d. Observe initial operation of the project, or any performance tests as required by the specifications
 - e. Make final inspection and report on the completed project
 - f. Advise the Officials of any special test or necessary outside services that may be required to assist construction of the project
 - g. On the date, one (1) year after the initiation of the operation of the project, a Professional Engineer shall certify to the Town whether the project is capable of meeting the project performance standards in accordance with requirements for the project

3. Resident Inspection Services During Construction
 - a. A Resident Project Representative(s) will be furnished for each construction contract (as a minimum) to provide extensive representation at the project site during the construction phase
 - b. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative(s), the Officials will be provided further protection against defects and deficiencies in the work
 - c. In addition to the general duties outlined above, the Resident Project Representative(s) will:
 1. Observe the installation of approved materials and equipment and construction techniques and procedures in accordance with contract documents
 2. Aid in public relations activities as the construction progresses through private property
 3. Monitor the construction schedule and report conditions which may cause delay in completion
 4. Review contract documents with the contractor's superintendent
 5. Obtain necessary interpretations and transmit them to the contractor
 6. Consider the contractor's suggestions and recommendations, evaluate them and submit them with recommendations for a final decision
 7. Attend field meetings as directed and report on the proceedings
 8. Observe tests required by the contract documents, and record and report test procedures and, where applicable, the results



9. Maintain records at the construction site in an orderly manner, including correspondence, change orders, supplementary drawings, requests for payment, and names and addresses of contractors, subcontractors, and principal material suppliers
10. Keep a diary or log book recording time and activities related to the project, weather conditions, nature and location of work being performed, verbal instructions and interpretations given to the contractor, and specific observations, record any occurrence of work that might result in a claim for a change of contract sum or contract time, and maintain a list of visitors, their titles, and time and purpose of their visit
11. Review applications for payment submitted by the contractor and forward them with recommendations for disposition
12. Prepare a punch list as construction nears completion and inform contractor of items on punch list
13. Assist in final inspection of the work

SPECIAL SERVICES

1. Land Surveys
 - a. Easements and right-of-way plat maps
 - b. Verify existing aboveground and underground utilities
 - c. Construction stakeout of Security Fencing
2. Geotechnical Investigations
3. Prepare O & M Manual and Asset Management Plan, if required.



PROJECT MANAGEMENT

PROJECT MANAGEMENT

The project team will be made up of the following personnel, including the principal of the firm:

Ashok M. Sanghavi, P.E., DEE, QEP	President / Principal Engineer
Jessie O. Parker, Jr., P.E.	Vice President / Prof. Engineer
Randy B. Crace, P.S.	Vice President / Prof. Surveyor
D. Matt Shelton	Engineering Technician
Michael Hubbard	Construction Inspector

The above team will also be supported by the other staff such as technicians, survey crew, a Autocad operator and a secretary.



RESUMES OF KEY PERSONNEL

CURRICULUM VITAE

ASHOK M. SANGHAVI, P.E., DEE, QEP

PRESIDENT

SUMMARY

Over forty five years of professional experience in environmental, water supply, wastewater, solid wastes management, drainage, civil and mining engineering fields. He has provided planning, design, construction management and technical expert testimony for environmental and general civil engineering projects. He has prepared Phase I environmental site assessments and carried out subsequent Phase II and Phase III remediation work. He has also prepared portions of environmental impact statements for highway projects. Having worked for state government, as well as private firms, he thoroughly understands both sides, which results in extremely satisfactory completion of a project. He has extensive knowledge of the state and federal water supply, and wastewater laws and regulations. In addition, he is fully familiar with federal/state grant and loan programs.

EXPERIENCE WITH FIRM

**S & S Engineers, Inc.
President**

As the president of the firm, he manages all the projects, assuring professional work and timely completion of work at reasonable fees. He has *hands on* experience in planning, design and construction management and troubleshooting activities in water supply, wastewater, and environmental fields. He has provided technical expert testimony in courts on drainage control, sediment control, wastewater discharges and environmental impacts. He has thorough knowledge of federal and state grant/loan programs.

PAST EXPERIENCE

West Virginia State Health Department

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

In various capacities, he has gained valuable experience related to water supplies from abandoned mines for small communities, wastewater treatment needs, assistance in planning and design of water and wastewater systems, governmental functions such as writing regulations, design standards, liaison with public, private groups and other agencies. He prepared "draft" design standards for wastewater systems which are now adopted by the State Health Board.

**Flaherty-Giavara Associates; New Haven, Connecticut
Project Manager**

Experience includes planning and design of wastewater facilities, recreational facilities solid waste management plans and general environmental services.



**ACADEMIC
BACKGROUND**

M.S.C.E. (Major - Environmental Engineering) 1970
Partial course work for Ph.D.

**PROFESSIONAL
REGISTRATION**

Registered Professional Engineer, West Virginia
Registered Professional Engineer, Ohio
Registered Professional Engineer, Kentucky
Registered Professional Engineer, Virginia
Diplomate, American Academy of Environmental Engineers
Qualified Environmental Professional, IPEP

**PROFESSIONAL
AFFILIATIONS**

Member, West Virginia Rural Water Association
Member, Water Pollution Control Federation (President, WV Section,
1987-88) (National Director 1989-92)
Member, American Water Works Association

AWARD

Arthur Sidney Bedell Award, Water Environment Federation, (1993)



CURRICULUM VITAE

JESSIE O. PARKER, JR., P.E.

VICE PRESIDENT

SUMMARY

Over eleven years of civil engineering projects including water, wastewater, storm sewers, drainage calculations, grading plans, inspections, payment request approvals, quantity & cost estimates, having worked with Contractors, City & PSD personnel, private sector, regulatory and funding agencies, he is able to move the project in a professional, cost-effective and timely manner.

EXPERIENCE WITH FIRM

S & S Engineers, Inc.
Vice President

Experience includes planning, design, and construction management for a variety of environmental and civil engineering projects. This encompasses preliminary engineering reports, line layout, hydraulic analysis, pump and booster station designs, plant layout and design, process design, specification writing, permitting, storm water and drainage control, and cost estimating, as well as management of all phases and details of the projects. He works closely with all involved parties to ensure timely, cost efficient, and successful projects. He has also written several and environmental reports.

ACADEMIC BACKGROUND

WVU Institute of Technology, Montgomery, WV
B. S. Civil Engineering - December 2002

Marshall University, South Charleston, WV
M.S. Engineering - May 2006

PROFESSIONAL REGISTRATION

Registered Professional Engineer, West Virginia

PROFESSIONAL AFFILIATIONS

Member, Water Environment Federation
Member, American Society of Civil Engineers
Member, American Water Works Association



CURRICULUM VITAE

RANDY BROOKS CRACE, P.S.

VICE PRESIDENT

SUMMARY

Over forty years of surveying and technical experience. Areas of concentration in boundary surveys, mapping, topography, subdivisions, annexations, right of ways, subdivision development, construction stakeout, solid waste disposal permits, aerial mapping controls, GPS-RTK survey control networks, oil and gas well locations, land development projects, wastewater collection systems, surface and underground mining permits, construction stakeout, hydrology, erosion and sediment control plans, stormwater retention systems, site grading plans, parking lot layout, WVDOH driveway permits, AutoCadd / Softdesk / Eagle Point / software programs, Geographic Information Systems, Phase I - ASTM environmental site assessment and expert witness testimony in surveying field.

EXPERIENCE WITH FIRM

S & S Engineers, Inc.
Vice President

Management of support staff on engineering and land surveying projects for EPA, HUD, WVDOH, industrial, commercial, and private development. Reporting directly to the president for project budgets, manpower estimates, staff assignments and contract management.

EXPERIENCE WITH OTHER FIRMS

Assistant Coordinator

Assisted in the management of survey crews, processing and plotting of data by PC computer, and scheduling of the drafting with the department supervisor for EPA wastewater projects. Special assignments included compiling, processing, mapping and testimony for city boundary annexations.

Surveyor

Responsible for the professional services in mortgage loan inspections, oil & gas well locations and permits, construction layout and management on coal facilities, various engineering and land surveying assignments to the private sector.

Field Crew Supervisor

Duties included engineering and layout on short span bridges, right of way maps, oil & gas well locations, mining permits, Department of Health permits, commercial site surveys and site planning, subdivision design of lots and utilities, engineering of roadways and bridge approaches, and basic surveying and mapping services to the general public.



Survey Crew Chief

Direct field survey crew on engineering surveys for mining permits, quantity estimates, mountain top removals, alignment of overland belts, boundary locations, royalty line controls.

Engineering Technician

Assisted the engineer on the preparation of surface and deep mine maps, coal property maps for investors, mining permit applications, mineral reserve estimates and geologic columns of core drilling.

U.S. Army - SP4 Honorable Discharge - 1974

ACADEMIC BACKGROUND

MUCGS, Institute, WV

Attended graduate classes toward M.S., Major in Environmental Studies

West Virginia State College, Institute, WV

BA, Major Industrial Technology, December 1989

Cedar Lakes Conference Center, Ripley, WV

OSHA 40 Hour Hazardous Materials, July 1990

AGC/WSDOT

Construction Site Erosion and Sediment Control Certification
Spokane, WA, April 2005

Environmental Site Assessment

Commercial Real Estate Certification
ASTM E-1527 & E-1528, Phoenix, AZ October 2001
ASTM E 1527-05 Phase I and USEPA AAI, Las Vegas, NV Oct. 2006

West Virginia Department of Environmental Protection

Approved Person - Mining Permits 1986

Putnam County Schools, Hurricane, WV

Real Estate Law, 90 Hour certificate, 1985

ACSM Surveying Instrumentation and Coordinate Computation Certificate, 1978

U.S. Army Ordinance Center, Aberdeen, MD, 1972

Certificate in Fuel and Electrical Systems Repair

Center College, Charleston, WV 1970

Technical Degree, Drafting



PROFESSIONAL REGISTRATIONS Professional Surveyor, West Virginia, 1982
Professional Surveyor, Ohio, 1990
Registered Surveyor, Kentucky, 1982

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

CURRICULUM VITAE

D. MATT SHELTON

**ENGINEERING TECHNICIAN /
CONSTRUCTION INSPECTOR**

SUMMARY

Experience in construction management, record keeping, quantity and payment reviews, inspection, site grading, and surveying. Having worked with general contractors, subcontractors, community representatives and residents, he has developed solid techniques to move the projects in a professional, cost-effective and timely manner.

EXPERIENCE WITH FIRM

S & S Engineers, Inc.

Over ten years experience as a Civil Engineering / Survey Technician or Inspector. Experienced in site grading, surveying, quantity surveys, building layout, water & sewer system design and construction inspection on civil engineering projects.

Experience as Engineering Technician includes design of pump stations, water & sewer lines, manholes, drainage calculations, and quantity estimates.

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

ACADEMIC BACKGROUND

WVU Institute of Technology

A. S. Civil Engineering Technology - (December 2004)

B. S. Civil Engineering Technology - (May 2005)



CURRICULUM VITAE

MICHAEL HUBBARD

**ENGINEERING TECHNICIAN/
CONSTRUCTION INSPECTOR**

SUMMARY

Experience in design, grading plans, surveying, construction management, record keeping, quantity and payment reviews, inspection and surveying.

EXPERIENCE WITH FIRM

S & S Engineers, Inc.

Employed as construction inspector for Yeager Airport's Wetland and Stream mitigation Project funded by Stimulus Package as a green project. Duties include construction inspection, keeping daily log books and as-builts.

Experience as Engineering Technician includes design of pump stations, water & sewer lines, manholes, drainage calculations, and quantity estimates.

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

EXPERIENCE WITH OTHER FIRMS

Summer Intern for WV Division of Aviation, helping mechanics, cleaning aircrafts, load and unload passengers.

Summer Intern for WV Division of Highways, Parkersburg District.

ACADEMIC BACKGROUND

Bridgemont Community & Technical College

A. S. Civil Engineering Technology

A. S. Drafting & Design



PROJECT EXPERIENCE

PROJECT EXPERIENCE

- 1. WV Division of Corrections - St. Marys Correctional Center, Pleasants County, WV**
Security fencing including barbed wire strands, automatic and manual gates.
- 2. WV Division of Corrections - Denmar Correctional Center, Pocahontas County, WV**
Security fencing for new 300,000 gallon water storage tank.
- 3. City of Nitro - Kanawha County, WV**
Security fencing and gates for wastewater treatment plant and 3 pump stations.
- 4. Kanawha Public Service District - Kanawha County, WV**
Security fencing and gates for 39 wastewater pumping stations.
- 5. City of Sistersville - Tyler County, WV**
Security fencing and gates for wastewater treatment facilities.
- 6. Yeager Airport - Kanawha County, WV**
Security fencing for new equipment building.

CLIENT REFERENCES

CLIENT REFERENCES

1. Philip K. Farley II (304) 558-2036
Director of Engineering and Construction
West Virginia Division of Corrections
1409 Greenbrier Street
Charleston, WV 25311
2. Mr. Danny Lewis, General Manager (304) 755-3669
Nitro Regional Wastewater Utility
P.O. Box 607
Nitro, WV 25143
3. Mr. John Rubin, Chairperson (304) 595-2203
Kanawha Public Service District
P.O. Box 8
Cabin Creek, WV 25035
4. Daniel Grimes, Public Works Director (304) 652-6361
City of Sistersville
200 Diamond Street
Sistersville, WV 26175
5. Mr. Richard A. Atkinson, III, Airport Director (304) 344-8033
Central WV Regional Airport Authority
Yeager Airport
100 Airport Road, Suite 175
Charleston, WV 25311

