



E.L. ROBINSON
ENGINEERING

Expression of Interest

NOVEMBER 18, 2015



West Virginia Division of Natural Resources

Babcock and Droop Mountain
State Parks Wastewater and
Water Supply Improvements

Solicitation No. CE01 0310DNR1600000006

11/18/15 10:50:41
WV Purchasing Division

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November 18, 2015

Mr. Guy Nisbet, Buyer Supervisor
Department of Administration, Purchasing Division
2019 Washington Street, East
Charleston, West Virginia 25305-0130

Re: Babcock and Droop Mountain state Parks Wastewater and Water Supply Improvements
Expression of Interest
CEOI 0310 DNR1600000006

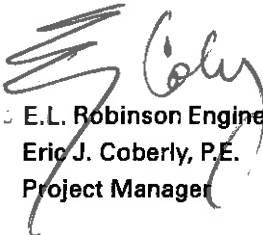
Dear Mr. Nisbet:

E.L. Robinson Engineering Co. (ELR) is please to submit this Expression of Interest for providing engineering, planning and design services for the referenced project.

ELR will provide project design, management and coordination with the WVDNR from our Cross Lanes, West Virginia office. We have completed a multitude of water and wastewater projects during our 38 years serving the citizens of West Virginia and its agencies, including the WVDNR.

Thank you for this opportunity to submit our Expression of Interest for your consideration on this wastewater and water supply improvements project.

Sincerely,



E.L. Robinson Engineering
Eric J. Coberly, P.E.
Project Manager

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Section 1: Project Approach

Site Understanding

Babcock State Park Site Understanding:

Established in 1934, Babcock State Park was developed by the Civilian Conservation Corps, a public work relief program that was part of Franklin D. Roosevelt's New Deal. Named for Edward V. Babcock, today this park is home to the Glade Creek Grist Mill which is among the most popular tourist sites in the state. In 1960 all the cabins were renovated, a new water system was developed, and a 40 site campground was built along with other numerous improvements. In 1965 an additional 410 acres were added to the park and a new 18-acre lake was constructed. In the late 60's and early 70's park development included a new boathouse and docks, new roads and parking lots, an upgraded water system, new restrooms and a swimming pool.

Currently the swimming pool is serviced by a 4000 gallons per day aeration wastewater plant that requires replacement. The current system is producing an unacceptable level of outfall, which is causing environmental violations. Babcock State Park needs an innovative treatment system that will reduce or eliminate outfall, therefore, removing the necessity of currently required NPDES permit. One possibility that will be examined is a leach bed/absorption field option that would eliminate outfall completely.



Section 1: Project Approach

Site Understanding

Droop Mountain State Park Site Understanding:

Established in 1928, Droop Mountain State Park is known for its rich heritage having been the site of the last major conflict of the American Civil War in West Virginia. During the great depression, the Civilian Conservation Corps (CCC) transformed the battlefield into a historical recreation area which hosts the Battle of Droop Mountain reenactment every fall. Additionally, the CCC built a museum, lookout tower and miscellaneous buildings that are still enjoyed by the thousands of park visitors each year.

Droop Mountain State Park's water system is well based. This well serves the residence and several distant picnic shelters but is failing due to aging lines and low flow. One alternative that will be explored is the installation of two new wells, one of which will serve the residence and the other to serve the shelters. The shelters would be better served on their own well but the feasibility of that well depth needs to be examined.



Section 1: Project Approach

Design Approach:

- Project kick off includes meetings at each park with WV State Parks engineering staff and park's operation staff to verify the project scope, existing well and utility services and locations, and expected budget for each park's upgrades.
- A topographic scan of each project area will be required. This will provide topographic spot elevations of any given point desired within the location in addition to contours at 1-2' contour interval. Also locate all the existing connection points of the existing utilities and existing well.
- Review all available reports on existing services.
- Identify the probable permitting required.
- With the topographic mapping completed, prepare preliminary design and develop a cost estimate of construction with possible phasing if beyond budget considerations.
- Present preliminary design for review by WVDNR and assist in selection of project final scope for construction documents.
- Complete construction documents
- Assist with bidding as required.
- Perform construction observation and administration to level requested by WVDNR.

Communication Procedures:

Eric Coberly, P.E. will be the project manager for these water and wastewater improvement projects. He will be WVDNR's point of contact from preliminary design through the construction phase. He will rely on Rick Roberts, P.E., Tim Cart, P.E., Ray Tilley, P.E., and Bob Hazelwood, P.E. for support during the infrastructure design phase. Our design team will meet periodically on site with WVDNR staff to review outstanding issues, design progress, permitting and regulatory issues and other items. Meeting summaries will be emailed to each team member for review and affirmation.

Budget & Schedule Approach:

ELR has a history with WVDNR and other clients across the state meeting the owner's budget and schedule. Our most recent example is the Beech Fork State Park Lodge Development where we provided civil, electrical, mechanical, and geotechnical engineering in addition to landscape architecture and surveying on the 75 room lodge development. Although the design has progressed only through the design development phase the project was managed to stay in budget and on schedule until the construction documents phase was put on hold due to funding related issues for its construction. Additionally, ELR successfully completed both the Blackwater Falls State Park Sewage Treatment Plant Replacement and the Chief Logan State Park Recreational Facility on time and budget.



Section 1: Project Approach

E.L. Robinson Engineering has a long history working with not only the WVDNR but also on water and sewer projects for towns, PSDs and counties across the State of West Virginia. Our projects have ranged from all package plants for gas stations to multi million dollar water and sewer projects. We have the capacity to work on many projects at the same time delivering the high quality you expect.

Our project management of projects are focused on achieving as much as possible of the owners goals within the budget available. Reaching that goal is three fold:

- First we meet and determine with discussion from the decision makers what are the critical items to be completed within the project. Early on in the design, E.L. Robinson confirms those goals can be met or how they can be phased.
- Secondly, ELR will organize the bid documents to allow owners flexibility by using unit prices and additive or deductive alternates in the bidding process.
- Third, E.L. Robinson manages the construction process partnering with the client to manage our time to best serve the project during construction administration and observation. Although not perfect we have found this allows the owners to take some responsibility for day to day observation during construction because they will have to maintain the project after completion and ELR performs periodic observation and all the construction administration.



Section 2: Qualifications

Firm Overview

E.L. Robinson is a multi-disciplined engineering and planning firm with a staff of over 125 full-time professionals and support personnel located in eight offices throughout West Virginia (Beckley, Charleston, Bridgeport, and Chapmanville), Kentucky, and Ohio. Over the last 38 years, E.L. Robinson has grown to be one of the most respected firms in the region, offering a diverse scope of services. Since 1978, E.L. Robinson has provided a full range of quality engineering services, from planning and analysis to design and implementation. Named for its founder and president, Edward L. Robinson, P.E., P.S., the firm has based its success on a commitment to quality projects and superior client service. Finding new and creative ways to say yes to challenges has brought the firm's vision of excellence into reality. Along with this "yes, we can do it" attitude, the firm has grown to understand the ingredients of a professional service firm include not only brick and mortar, but also leading edge technology and a talented, motivated staff that is continually growing and advancing their skills. This dedication rewarded ELR with being named one of the Engineering News Record's top 500 engineering firms in the country.

The use of technology has allowed the firm to expand engineering capabilities and make use of new resources such as satellite imagery and digital mapping. In addition to the use of technology, E.L. Robinson also continues to strive to invent new and more effective ways to serve our clients. One of these ways is to provide a thorough pre-analysis of every project, saving the client time, money, and legal exposure. When the client is educated on every phase of the job and every challenge, the reputation of the firm grows stronger and attracts business from a larger marketplace.

E.L. Robinson has been providing its clients with quality products and superior service since 1978. Our staff combines state-of-the-art technology, experienced professionals, and innovative methods to help our clients meet their challenges.

- Infrastructure
- Transportation
- Bridge Design
- Structural Engineering
- Geotechnical Engineering
- Environmental Engineering
- Site Development
- Right-of-Way Services
- Construction Administration/Observation
- Surveying/Global Positioning
- Landscape Architecture



Section 2: Project Team Qualifications

Team Qualifications

Our team will be led by **Mr. Eric Coberly, P.E.**, who heads our Infrastructure Department and has substantial experience in the management and design of water and wastewater systems. Having spent 22 years of his 32 year career at the WVDEP, Mr. Coberly can provide an unparalleled familiarity with the expectations of West Virginia agencies like the WVDNR.

Other key staff members that will be assigned to this project are as follows:

Mr. Ed Robinson, P.E., P.S., will serve as Quality Control and Quality Assurance representative for the project team. Mr. Robinson has over 40 years experience in the engineering and construction field, where he has been a member of many associations and boards within the design field.

Mr. Rick Roberts, P.E., Mr. Roberts has more than 25 years of experience as a water/wastewater designer, regulator and utility manager. He has extensive experience in project planning, specifically in water and wastewater extensions and the establishment and implementation of maintenance and preventative maintenance programs.

Mr. Tim Cart, P.E. is a Civil, Structural and Geotechnical Engineer who has provided all the reports, plans and specifications for the referenced demolition projects previously identified. Tim has over 30 years of experience with landslide and abandoned mine land design solutions, infrastructure design for sewer and water line extensions and structural design for many buildings across the state.

Mr. Ray Tilley, P.E., has worked as a regulator, a PSD Manager and operator, and as a consulting engineer. His varied expertise offers clients an engineer who can assist in the funding of projects, prepare the necessary studies, design the project, work with regulators to secure approvals and oversee implementation.

Mr. Bob Hazelwood, P.E., has more than 37 years of experience as a civil engineer with specific experience in a multitude of engineering subfields. His extensive background includes water source distribution and treatment facilities, wastewater collection systems, storm water management, industrial and business parks, access roads, bridges, airports, various land development and structure renovations.

Mr. Tom Rayburn, P.S., will be assigned to oversee all Surveying activities. Our team of surveyors, managed by Mr. Rayburn, provides the latest in technology and experience in surveying and mapping. By using GIS based mapping and high-tech instrumentation, E.L. Robinson's survey team can evaluate any type of surface including lakes and river bottoms. Other services pertaining to surveying that our company specializes in are aerial photogrammetry consulting, hydrographic surveying, land surveying and GPS surveying.

Ms. Heather Woods-Shaffer, Construction Manager, has 20 years experience in all phases of construction projects. She has worked as inspector on WV Highway and Bridge projects throughout the state and has extensive knowledge and certification in all aspects of field testing for soils, concrete and aggregates.

Mr. Michael Hodges, Construction Inspector, has provided construction observation for the non traditional transportation project and other projects in West Virginia and will provide that same service for this project.



Section 2: Project Team Qualifications

Team Qualifications

Capacity to do Work

We are currently preparing plans for WVDOH, local Public Service Districts, WVDNR and other clients. E.L. Robinson assures West Virginia Division of Natural Resources that the Babcock and Droop Mountain State Parks Wastewater and Water Supply Improvements Project assigned to us will be performed by the experienced team assembled because we have the capacity to perform numerous projects at any given time frame.

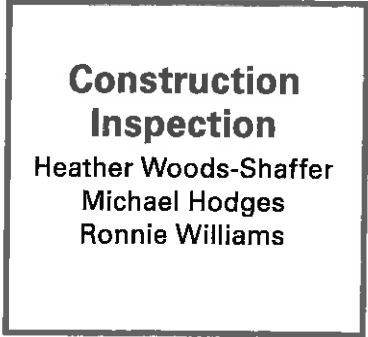
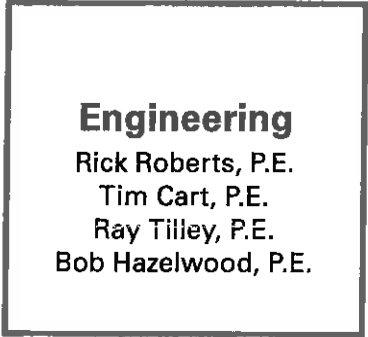
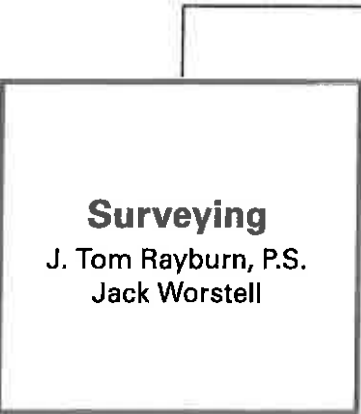
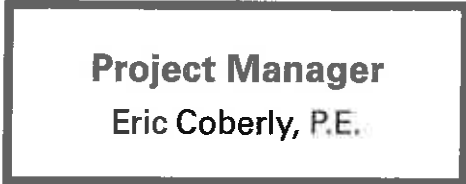
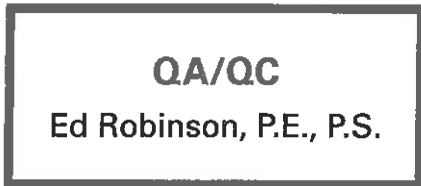
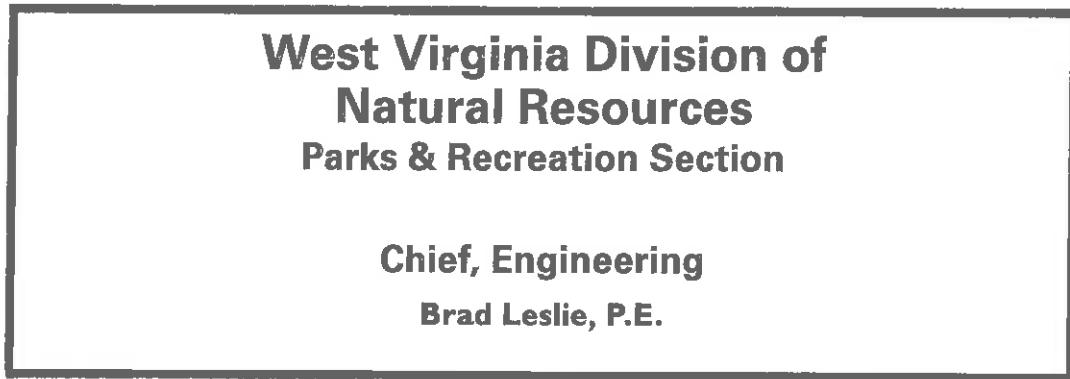
Past Performance

The list of projects in Section 3 reflect recently completed projects with many funded by state and federal funds. All of the projects completed have been done within the available grant and local funds accomplishing the scope of work envisioned prior to construction. The short outline of each project addresses cost control, project schedules and the quality of work is reflected in projects completed within budget and with limited changes orders.

Additional detail within the project profiles will be found later in this expression of interest.



Section 2: Project Team Qualifications
Organizational Chart



Edward L. Robinson, P.E., P.S.
President



Education

M.S. Civil Engineering, University of West Virginia (COGS), 1981

B.S. Civil Engineering, West Virginia Institute of Technology, 1969

Registrations

Registered Professional Engineer in West Virginia, Kentucky, Ohio, Pennsylvania, North Carolina, South Carolina, Virginia, Georgia, Maryland and Colorado

Registered Professional Surveyor in West Virginia

Professional Experience

Mr. Robinson founded E. L. Robinson Engineering Co. in 1978 with four employees. Initially the firm provided land surveying and land development services. Over the course of the next 20 years, the firm added water and wastewater engineering as well as structural inspection services simultaneously growing to 14 employees.

Under his leadership, E. L. Robinson enters the new millennium as a multi-disciplined professional services firm that utilizes the latest technology in the design of highways, bridges, structures, environmental, civil, and geotechnical projects as well as global position satellite surveying, right-of-way, construction inspection and architectural services.

The firm now employs more than 85 engineers, landscape architects, surveyors and support personnel and has been converted to an employee owned company through an Employee Stock Ownership Plan (ESOP).

Professional Memberships

National Society of Professional Engineers

American Society of Civil Engineers

Water Environmental Federation

Offices Held

Chairman of WVUIT Advisory Board

President of West Virginia Council of Engineering Companies

Chairman Transportation Committee – WV Association of Consulting Engineers



Edward L. Robinson, P.E., P.S.

[continued]

State Director of West Virginia Society of Professional Engineers

President of West Virginia Society of Professional Engineers

Assistant Treasurer of the American Society of Civil Engineers

National Director of the ASCE representing WV, NC, SC and VA

President of West Virginia Section of ASCE

Honors Awarded

Alumnus of the Year – West Virginia University Institute of Technology, 1992

Engineer of the Year – West Virginia Society of Professional Engineers, 1997

Engineer of the Year – American Society of Civil Engineers, 1998

National Entrepreneur of the Year Finalist – Ernst & Young, 2001

Engineering Entrepreneur of the Year – Ernst & Young, 2001

Honorary PhD, Doctor of Science – West Virginia Institute of Technology 2002



Eric Coberly, P.E. Project Manager



Education

M.S. Engineering of Mines, West Virginia University, 1990

B.S. Engineering of Mines, West Virginia University, 1983

Registrations

Registered Professional Engineer in West Virginia, Kentucky, Ohio, and Maryland

Professional Experience

Mr. Coberly has more than 30 years of experience as an infrastructure and mining engineer. He has extensive experience in project planning, specifically in mining, site development, water and wastewater projects.

Mr. Coberly served as the Chief for the West Virginia Department of Environmental Protection Abandoned Mine Lands Division for more than 4 years. In this position, he was responsible for managing and directing the operations of the Abandoned Mine Lands Office. This program is responsible for reclaiming lands damaged due to coal mining that occurred prior to 1977. The Office investigates, plans, designs, bids and oversees construction projects reclaiming these abandoned mines. The budget for the Office is approximately \$66 Million with a staff of nearly 60 employees.

Mr. Coberly has managed projects with ELR which have involved site development, infrastructure planning, water, sewer, geotechnical analysis, abandoned mine reclamation projects, building construction, active surface mining projects, insurance investigations, providing expert witness services and various post mining land use projects.

Representative Projects

Project Manager on over 80 West Virginia Department of Environmental Protection Abandoned Mine Lands reclamation projects

Glen Rogers waterline replacement Project: Project Manager responsible for design and construction oversight of waterline replacement project.

Lavalette PSD Route 52 Waterline Extension Project: Project Manager responsible for design and construction oversight of \$5 Million waterline extension project.

Mingo County Redevelopment Wood and Belo Industrial Parks: Project Manager responsible for design and construction oversight of \$4.5 million site development project that involved over 2 million cubic yards of earthwork and infrastructure development of over 120 acres.

Williamson DHHR Facility: Project Manager responsible for design and construction oversight of \$2.5 million office facility. Project included the geotechnical analysis, foundation design, site grading, water, sewer and storm water design for the facility.

Mason County 911 Facility: Project Manager responsible for design and construction oversight of \$1.5 million office facility. Project included the geotechnical analysis, foundation design, site grading, water, sewer and storm water design for the facility.

Flatwoods Canoe Run PSD - Exchange Road Waterline Extension Project Phase I: Project Manager responsible for the design of a \$3 million waterline extension project.

Eric Coberly, P.E.

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Norton Harding Jimtown PSD - Scott Road/Findley Orad Waterline Extension Project: Project Manager responsible for design of \$1.2 million waterline extension project.

Putnam Development Authority - Business Park Utility Extension Phase II: Project Manager responsible for design of \$1 million multiple utility extension.

Wayne County 2010 Plan - Project Manager responsible for the development and implementation of a county wide plan for waterline extensions.

Additionally, Mr. Coberly was the initial Project Manager through funding on several projects including Lavalette Route 37, Crum PSD Route 152, Dingess Phase I, Twin Branch Racetrack and Holden Water Project.

Rick Roberts, P.E.
Project Engineer



Education

B.S. Civil Engineering, West Virginia Institute of Technology, 1982

Registrations

Registered Professional Engineer in West Virginia, Former West Virginia Class II Water Operator, West Virginia Class I – S Wastewater Operator

Professional Experience

Mr. Roberts has more than 25 years of experience as a water/wastewater designer, regulator and utility manager. He has extensive experience in project planning, specifically in water and wastewater extensions and the establishment and implementation of maintenance and preventative maintenance programs.

Mr. Roberts worked as a Utility Engineer with the Public Service Commission in the late 1980s. His primary responsibilities included gathering data and approving county plans as authorized by Senate Bill 191.

Mr. Roberts was the Managing Engineer for the Logan County PSD for more than 30 years. In this position, he was responsible for all aspects of the District's operations including financial planning, budgeting, operation maintenance, environmental compliance and testing, project planning and implementation, and regulatory oversight and compliance.

Specific Accomplishments

Oversaw the completion of the construction of twenty-three major water and wastewater projects totaling over \$73,000,000.

Responsible for the construction of a 2,800 GPM surface water treatment plant that was constructed so that it may be affordably upgraded to 5,600 GPM should the need arise. The plant went online in October 2002 and is exceeding all state and federal treatment requirements.

Oversaw the construction of a regional 1.0 MGD Wastewater Treatment Plant capable of treating wastewater for over 2,000 customers. Further, the plant is upgradable to 3.0 MGD.

Managed the purchase and upgrade of 23 privately owned water systems in Logan County. At the time of purchase, each was in poor condition and under "boil water advisories." All of these systems have, or soon will be replaced or upgraded.

Assisted in flood recovery in the 1996 Logan County and 2001 Wyoming County floods. Mr. Roberts' responsibilities included damage assessment, coordination with state and federal officials including FEMA and the actual repair and disinfection of the affected systems.

Oversaw the extension of water and/or wastewater service to various economic development sites including the Logan County Airport, Southwestern Regional Jail, Earl Ray Tomblin Industrial Park, Wood Products Industrial Park, Chief Logan State Park Convention Center, Fountain Place Mall/Complex, Hatfield and McCoy Trail Facilities as well as eight exits of U.S. 119. All were completed on time and at or under budget.



Rick Roberts, P.E.

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Precipitated a phenomenal growth and expansion at Logan County PSD. This growth can be attributed to several key factors: increased number of customers served; increased annual operating revenues; increased Utility Plant in service; increased amount of water mains in service; installed additional fire hydrants; and constructed additional storage tanks.

Representative Projects

Logan County PSD	Upper Little Harts Creek Water Extension	\$2,710,000	Complete
Logan County PSD	Marsh Fork Water Extension	\$2,910,000	Construction
Logan County PSD	Hidden Valley Water Upgrade	\$590,000	Complete
Logan County PSD	Regional Wastewater Project	\$154,000,000	Planning
Town of Delbarton	Wastewater Upgrade and Extensions	\$10,693,420	Construction
Town of Gilbert	Slabtown Water Extension	\$2,889,478	Complete
Town of Gilbert	Horsepen/Gilbert Creek Water Extension	\$4,843,000	Construction
Town of Gilbert	Browning Fork Water Extension	\$1,486,000	Construction
Lubeck PSD	Lake Washington Wastewater Extension	\$3,400,000	Construction
Town of Matewan	Red Jacket Wastewater Upgrade	\$5,324,000	Design
Mingo County Redevelopment Authority			
	King Coal Hwy Water and Sewer Extensions	\$6,278,000	Complete
Mingo County Redevelopment Authority			
	Mingo Co. H.S. Water and Sewer Extensions	\$1,950,000	Complete
Queen Shoals PSD	Water System Upgrade and Extension	\$1,900,000	Complete
City of Williamson	Wastewater Improvement Project	\$1,055,000	Complete



Timothy B. Cart, P.E., P.S.
Project Engineer



Education

B.S. Civil Engineering, West Virginia University, 1981

Registrations

Registered Professional Engineer in West Virginia and Ohio

Registered Professional Surveyor in West Virginia

Professional Memberships

American Society of Civil Engineers

Professional Experience

Mr. Cart has over 25 years of experience in providing consulting engineering services. Clients served have included Industrial, Public and Private Institutions and State and Federal Agencies.

Mr. Cart has served as Project Engineer on numerous geotechnical investigations over the years. These projects have included highways, bridges, industrial sites and private development.

Mr. Cart has been involved in numerous projects where demolition of an existing structure was deemed the best way to alleviate dangers to the public. These projects have ranged from providing structural inspections of existing structures for government agencies, for single family dwellings in rural areas and multi-story hotels in urban areas.

Mr. Cart has also served as the Sewer Project Engineer for numerous projects revolving new structures where the existing property was occupied by an existing building. Demolition of the existing structure was necessary to prepare the site for the new facility.

He has designed numerous waterline extensions and sewer collection systems. These extensions have included providing service to many residential as well as industrial customers. The sewer collection systems have included design of systems to collect sewage from residential and industrial sites. Mr. Cart served as project engineer on several major waste water treatment plant upgrades for industrial clients in the Kanawha Valley. He has designed several plants to serve industrial as well.

Mr. Cart has performed over 100 Abandoned Mine Land Reclamations projects throughout Appalachia. These projects have been mainly in Ohio, West Virginia and Eastern Kentucky. These projects have involved draining flooded mine workings, support of ground experiencing or subject to Mine subsidence and the stabilization of landslides.

Mr. Cart has designed numerous retention and retaining ponds for sites. These designs have involved the determination of storm runoff and design of structures to safely retain and pass the required storm peak flows.



Timothy B. Cart, P.E., P.S.

[continued]

His experience includes permitting activities for projects which have included:

- Railroad Occupancy Permits for Utilities
- NPDES Permits for Industrial and Public Wastewater Facilities
- Highway Permits for Utility Occupancy and Access Road Tie Ins
- Health Department Permits for Water and Sewer Projects
- US Corps of Engineers Permits - Nationwide and Individual
- West Virginia Public Lands Permits

Representative Projects

WVDOH - Nicholas County - Maintenance Headquarters Facility: Mr. Cart performed a structural analysis on wall panels, garage door headers and pre-fabricated truss system for a wood framed building. Panels and trusses were originally designed by 84 Components Company. St. Albans West Virginia and E.L. Robinson Engineering Staff determined loads based on BOCA and ASCE-7 and performed check calculations of all wall panels, trusses and other building components. Where stresses were found to be too high, additional members or alternative members were added. After correction a summary report of the analysis was provided to the WVDOH for review.

Pump Station Buildings - South Putnam PSD: Mr. Cart designed several pump station buildings to house the portable water pumps for the South Putnam PSD – Water System. These designs included overhead rail systems To assist maintenance personnel in the removal of pumps from the facilities.

Preston County - Buckwheat Express - Bus Storage Facility: Mr. Cart designed the concrete foundation system for the 132' x 80' metal building to be erected in a high snow load and high wind load environment. Building loading was based on the International Building Code and applicable portions of the ASCE-7 for wind loading.

Blackwater Falls State Park: He has designed 75 x 60 timber framed building to provide shelter and screening of a WWTP in a state park. The design included a foundation system capable of resisting both vertical, lateral and uplift loading. The design incorporates rough timber to blend the building into the natural surroundings.

Mr. Cart has performed numerous structural inspections of homes and buildings throughout the Kanawha Valley and State of West Virginia. He has also prepared reports which detail the structural deficiencies and recommendations on necessary repairs.

Ray Tilley, P.E.
Project Engineer



Education

B.S. Civil Engineering, West Virginia Institute of Technology, 1975

Master of Science Sanitary Engineering, Virginia Polytechnic Institute and State University, 1976

Registrations

Registered Professional Engineer in West Virginia and Florida

Class III Public Water Supply Operator

Class IS Wastewater Treatment Works

Professional Experience

Mr. Tilley's experience in the water and wastewater field brings clients a unique perspective to their projects. He has worked as a regulator, a PSD Manager and operator as a consulting engineer, and has experience in grantsmanship. His varied experience offers clients an engineer who can assist in the funding of projects, prepare the necessary studies, design the project, work with regulators to secure approvals and oversee implementation. Most importantly, Mr. Tilley has the background necessary to see a project from the perspective of not only an engineer but also a utility manager and operator.

During his career, Mr. Tilley has taken many water and wastewater projects from inception to successful completion. Mr. Tilley has also read meters, flushed water systems and operated water treatment plans and wastewater systems. The understanding gained from that experience offers valuable insight to his clients.

Representative Projects

Wastewater System Planning:

Town of Ansted: Mr. Tilley drafted the facility plan for making improvements to the Town's wastewater collection and treatment facilities.

City of Charleston: Oversaw portions of a Combined Sewer Overflow (CSO) study as a sub-consultant to a national engineering firm.

White Oak PSD: Assisted the District in revising plans to upgrade its wastewater treatment facility.

Town of Burnsville: Assisted the Town in revising planned improvements to its wastewater treatment system.



Ray Tilley, P.E.

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Wastewater System Design & Construction

Crab Orchard, MacArthur PSD: Mr. Tilley served as Design Engineer on the layout of the northern area of the wastewater collection system. He also designed the pretreatment and flow measuring facilities at the wastewater treatment plant.

White Oak PSD: Mr. Tilley served as Project Manager for the upgrade of this PSD's wastewater treatment facility which included pretreatment and flow measuring facilities and addition of a second clarifier.

City of Mullens: Mr. Tilley served on the Sanitary Board of Mullens overseeing construction during wastewater collection system improvements and construction of a new Sequencing Batch Reactor treatment plant. The collection system improvements included relining of much of the system.

Town of Burnsville: Design of improvements to a 100,000 gallon per day (GPD) aerated lagoon and replacement of portions of the collection system.

Wastewater System Operation

While serving as Managing Engineer of Logan County PSD, Mr. Tilley oversaw the refurbishment and return to service of a 20,000 GPD package sewage treatment plant serving the community of Green Valley. He also served as plant operator.

As Bluewell PSD General Manager, Mr. Tilley oversaw operation of the wastewater collection and disposal systems of Bluewell PSD and Bramwell PSD. The Bluewell PSD system includes gravity collection, five lift stations and a 400,000 GPD contact stabilization treatment plant. The Bramwell PSD collection system includes both vacuum and pressure sewers. A 100,000 GPD extended aeration plant provides treatment.

Water System Planning

Mercer County Water Study, Mercer County Commission: In the early 1980's, Mr. Tilley prepared a county-wide water study for the Mercer County Commission looking at areas of Mercer County that needed water service. Over the last two decades, that plan has been used as the basis for many projects, and continues to provide a valuable planning tool today.

Logan County PSD Rum and Huff Creek Regional Water System Studies: Mr. Tilley prepared the Rum Creek Water Study and oversaw the preparation of the Huff Creek Study. These documents were used as a planning tool to extend water service to much of Logan County.

Northern Fayette County Regional Water Study: In the 1990's, Mr. Tilley prepared this engineering report. It has provided an outline for providing water to northern Fayette County.

McDowell County PSD Water Study: Because of his previous experience in county-wide water system planning, Mr. Tilley was sought to prepare the engineering report for replacing failing water systems in McDowell County. The complete study recommended a phased approach which has been closely



Ray Tilley, P.E.

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followed to successfully replace those failing systems.

Water System Design & Construction

Raleigh County PSD: As a Design Engineer, Mr. Tilley worked to layout and quantify this project to extend water service to Arnett and other communities along WV Route 3. He also served as Design Engineer on the extension of the Sycamore Water System near Colcord.

Logan County PSD: Working as Project Manager, Mr. Tilley was involved in the design and construction of the Mud Fork Water System Extension, Rum Junction-Lyburn Water System Extension, Greenville Water System (including a 700 gpm surface water treatment plant), Dehue Water System Extension and designed and bid the Huff Junction-Green Valley Water System Extension. He also oversaw the design of the Atenville extension of the PSD's Big Creek water system.

Town of Ansted: As Project Manager, Mr. Tilley worked to implement this project to add 330,000 gallons of storage to the Town's water system and to provide raw water intake in the New River.

McDowell County PSD: Mr. Tilley served as Project Manager on the separate Coalwood and Caretta Water Systems.

Each of these systems involved a ground water treatment plant to remove iron and manganese. Mr. Tilley also designed water system extensions to serve Hemphill, Capels, Havaco, Wilco and Premier and did the preliminary design for the Bartley-English Water System. He also assisted the District in the installation of a microfiltration water plant for the community of Buchanan and consulted with the PSD during the development, design and construction of the Berwind Water Project.

Cool Ridge-Flat Top PSD: Served as Project Manager for this effort to increase the pumping capacity of this water system.

Bluewell PSD: Mr. Tilley served as Project Manager for the extension of water along the Falls Mills Road to the Virginia State Line. He also served as Project Manager on the project to extend water along Route 20 to the community of Littleburg and along the upper portion of the Littleburg Road. During that same project, water was extended to the communities of Duhring and Flipping. As the PSD's General Manager, he prepared the preliminary engineering report for a project to extend water to the Kirby Addition area of Bluewell and to make improvements to the Town of Bramwell Water System and incorporate it into Bluewell PSD.

Lincoln PSD: Oversaw design of the Garrett's Bend/Molly Branch water system extension, design of an upgrade to the water treatment plant and booster stations and design of the Pine Grove/Priestley Ridge water project.

Water System Operation

As Managing Engineer at Logan County PSD, Mr. Tilley operated a 700 gallon per minute (gpm) surface water treatment plant having an upflow clarifier and mixed media filtration. He also operated a 100 gpm groundwater plant having pressure greensand filters. Logan County PSD had approximately 1,200 customers in five water systems when Mr. Tilley left in 1989.

Bob Hazelwood, P.E. Project Engineer



Education

M.S. Sanitary Engineering, VPI and State University (Virginia Tech), 1976

B.S. Civil Engineering, West Virginia Institute of Technology, 1975

Registrations

Registered Professional Engineer in West Virginia

Registered Professional Surveyor in West Virginia

Professional Experience

Mr. Hazelwood has more than 37 years of experience as a civil engineer with specific experience in a multitude of engineering fields. His extensive background includes water source distribution and treatment facilities, wastewater collection systems, storm water management, industrial and business parks, access roads, bridges, airports, various land development and structure renovations.

Mr. Hazelwood served as senior design engineer for 30 years vice president for 14 years for the Pentree/Thrasher Company. In the latter position, he was responsible for project design and management, quality control and construction administration.

Representative Projects

Town of Union - Water System Upgrade Project (\$2 million) - Consisted of water distribution system extensions along Route 3 to Gap Mills in Monroe County, Raw spring water development, water treatment plant, and two water storage tanks.

Gap Mills PSD - Water System Upgrade and Extensions Project (\$1.7 million) - Consisted of water distribution system extensions along Moncove Lake Road, water distribution system upgrades, upgrade of raw spring water facilities, water plant building and one water storage tank.

Red Sulphur PSD - Water System Upgrade and Extensions Project Phase 1 (\$2.8 million) - Consisted of upgrading water treatment plant settling basin, raw water intake and pumping station, one water storage tank, and water distribution system extensions in the Pine Grove and Dry Pond areas.

Red Sulphur PSD - Water System Upgrade and Extensions Project Phase 2 (\$5 million) - Consisted of water distribution system extensions in the Bozoo, Cashmere, Rock Camp and Back Valley Road areas and one water storage tank.

Red Sulphur PSD - Ballard Water Project (\$0.6 million) - Consisted of water distribution system facilities to take in the Ballard Water Works system and water distribution system extensions in the Ballard area.

Red Sulphur PSD - Lindside Valley Water Project (\$2.5 million) - Consisted of water distribution system extensions to the Lindside area, 700 gpm water treatment plant, 100 gpm water treatment plant, and three water storage tanks.

Town of Union - Wastewater System Upgrade and Extensions Project (\$2 million) - Consisted of upgrades to pumping stations and generators, wastewater collection system extensions, wastewater collection and pumping system and upgrading existing 90,000 gpd wastewater treatment plant.



Bob Hazelwood, P.E.

[continued]

Town of Union - Main Street Sidewalk Streetscape Project (\$260,000) - Consisting of brick accented sidewalks, streetscaping, lighting and plantings on Main Street.

Town of Union - North Street Sidewalk Streetscape Project Phase I (\$150,000) - Consisted of brick accented sidewalks, streetscaping, lighting and plantings on North Street.

Town of Union - North Street Sidewalk Streetscape Project Phase II (\$150,000) - Consisted of brick accented sidewalks, streetscaping, lighting and plantings on North Street.

Town of Union - North Street Sidewalk Streetscape Project Phase III (\$100,000) - Consisted of brick accented sidewalks, streetscaping, lighting and plantings on North Street.

Town of Union - Fitness Trail Park Project (\$100,000) - Consisted of paved waling and biking trails, fitness stations and a parking lot near Union Health Center.

Town of Union - Log Home Relocation and Restoration Project (\$100,000) - Consisting of relocating an existing log home to the Town of Union and restoring the log home.



J. Tom Rayburn, P.S.
Chief Surveyor



Education

A.S. Mechanical Engineering, West Virginia Institute of Technology, 1970

Registrations

Registered Professional Surveyor in West Virginia

Professional Memberships

American Congress on Surveying and Mapping

The American Association for Geodetic Surveying (AAGS)

Member Organization of ACSM.

Cartography and Geographic Information Society (CaGIS)

Geographic and Land Information Society (GLIS)

National Society of Professional Surveyors (NSPS)

West Virginia Association of Land Surveyors, Inc.

Professional Experience

Mr. Rayburn currently serves as Manager of Surveying for E.L. Robinson Engineering (ELR) and has more than 30 years of Design Surveying and Construction Surveying experience. The responsibilities include management of surveying and control for various design projects, including highways, buildings, and bridges. In addition, Mr. Rayburn manages and performs work consisting of courthouse research for property ownership resolution for the above mentioned project types. This includes preparation of property resolution maps, deed descriptions for property acquisitions required for project plan preparation. Mr. Rayburn has experience in Geodetic Control Surveys, 3D Laser Scanning, Photogrammetric Control, Topographic Surveys, Cemetery Surveys, Boundary Surveys, Construction Stakeout, Subdivision Surveys, along with Hydrographic surveys of river and lake bottoms. A few of the more notable surveying projects performed by ELR under the supervision of Mr. Rayburn, has been the Blennerhassett Bridge Project, 11 continuous miles of Corridor H design surveys, GPS Control for the West Virginia Statewide Mapping and Addressing Board Project, 3D Laser Scan and mapping of the CAMC Parking Garage partial collapse, and 3D Laser Scanning of I64/I77 Retaining Wall for Monitoring.



J. Tom Rayburn, P.S.

[continued]

Representative Projects

Design Surveys

- **Corridor H (WVDOT) Hardy County, WV:** Lead Surveyor for Design Surveys, Right of Way Staking, etc. for approximately 11 miles of Corridor H in Hardy County, WV. This was for Sections 6 & 7 of Corridor H, both Sections of which are now under construction. Estimated construction cost of \$150 million dollars.
- **WV Route 10 (WVDOT) Logan to Man WV, Logan County, WV:** Lead Surveyor for Design Surveys for a section approximately five miles in length from Man, WV, to Rita, WV, including the Man Bridge. Also provided control surveying for the entire project length of approximately 12 miles. The approximate five miles section of roadway is now under construction at an estimated cost of \$51 million dollars.
- **Blennerhassett Bridge, Corridor D (WVDOT), Wood County, WV:** Lead Surveyor for Design Surveys for this landmark Bridge Project which is now under construction at an estimated cost of \$120 million dollars.
- **James Ramsey Bridge (WVDOT) Potomac River, Shepardstown, WV:** Lead Surveyor for Design Surveys for this Bridge Project which is now completed at an estimated cost \$15.5 million dollars. This project involved working in an environmentally historic area, which adjoined a National Park.
- **US Route 35 (WVDOT) Mason County, WV:** Lead Surveyor for Design Surveys for two Design Sections each approximately 2.5 miles in length from Lower Five Mile Road to Upper Nine Mile Road. Also provided control surveying for the entire US 35 design project length of approximately 22 miles.
- **I64/US 35 (WVDOT) I64 to US 34 Crooked Creek, Putnam County, WV:** Lead Surveyor for Design Surveys, Right of Way Staking, etc. for approximately four miles of US 35 including Interstate 64 Ramps and Flyovers in Putnam County, WV. This included the I64 Bridges and Flyovers, which is now under construction.
- **ATB-Parrish Road (ODOT) Ashtabula County, Ohio:** Project Design Surveyor for rail grade separation project. Project involved roadway realignment, 900' new bridge, new waterline, storm and sanitary sewers. Project is currently under construction. Estimated construction cost: \$8.6 million.
- **PIC-23-3.21 and Various (ODOT) Pickaway County, Ohio:** Project Design Surveyor for ODOT Project PIC-23-3.21 and Various. Project involves deck replacements along 11 miles of US 23 in Pickaway County. Project includes large diameter culvert liner, interchange upgrade that includes mainline profile correction, ramp reconstruction, and addition of barrier wall and storm drainage. Project is currently under design (90%). Project scheduled for construction in 2007. Estimated construction cost: \$12 million.
- **ATB-90-22.06 (ODOT) Ashtabula County, Ohio:** Project Design Surveyor for Interstate Reconstruction Project. Project includes total pavement replacement, bridge widening, and contra – crossover maintenance of traffic, culvert replacements and storm sewer rehabilitation and sign replacements. Project is currently under design (50%) and scheduled for construction in 2011. Estimated construction cost: \$36 million.

Construction Surveys

- **Corridor D (WVDOT) Wood County, WV:** Lead Surveyor for Highway/Bridge Construction Monitoring surveys for the following segments of Corridor D and related relocation projects:

J. Tom Rayburn, P.S.

(continued)

- Godbey Athletic Field Relocation Construction
- Godbey Colt Field and Soccer Field Construction
- West WV 47-East WV 47 Highway/Bridge Construction
- East Buckeye-West Little Kanawha River Highway/Bridge Construction
- **Interstate I-79 Widening and Median Barrier (WVDOT) Harrison County, WV:** Lead Surveyor for construction layout surveys for the widening of I-79 from the Meadowbrook Exit, north to the Jerry Dove Exit approximately three miles in length, as a subcontractor to the prime contractor.
- **CAMC 33rd Street Relocation and Building Expansion, Charleston, WV:** Lead Surveyor for construction layout surveys for 33rd Street relocation along with ancillary items including sidewalks, drainage and utilities. Also layout surveys for building expansion project.
- **Saturn Dealership, Hurricane, WV:** Lead Surveyor for Saturn Dealership site development and access roads at Hurricane Interchange of Interstate 64.
- **Arch Coal WV Mining Operations:** Lead Surveyor as a subcontractor to Arch Coal operations for Valley Fill Construction (Up to 27 million cubic yard fills), mine haul road layout, drill line staking, and dragline pit layout.

Heather Woods-Shaffer Construction Inspection Administrator



Education

Meigs High School, Meigs County, Ohio, 1989

Certifications

Bridgmont, Transportation Engineering Technician Level III

Portland Cement Concrete Technician

Portland Cement Concrete Inspector

Aggregate Sampling Inspector

Compaction Inspector

Radiation Safety Officer (RSO)

OSHA 30-hour Occupational Safety & Health Training Course in Construction

E.L. Robinson Safety Officer

Professional Experience

Mrs. Woods-Shaffer has 20 years experience in all phases of construction projects. She has worked as inspector on WV Highway and Bridge projects throughout the state and has extensive knowledge in all aspects of field testing for soils, concrete and aggregates.

Mrs. Woods-Shaffer now works as E.L. Robinson Engineering's Construction Inspection Administrator. Her duties include, but are not limited to, providing for and overseeing the Construction Inspection portion of E.L. Robinson Engineering. She is charged with preparing for and securing construction inspection and the testing of jobs throughout the State of West Virginia, assigning personnel, and preparing invoices for reimbursement from inspection jobs.

Representative Projects

Corridor D Projects, Parkersburg, WV - Lead Field Inspector: 2 projects associated with the construction of a 4 lane highway as part of Appalachian Corridor D

Big Tyler Widening Project, Cross Lanes, WV - Lead Field Inspector: This project consisted of building a third lane through 1.5 miles of Cross Lanes with 109 driveways, pipe and inlets that ran the length of the project, along with curb and gutter, sidewalks and all utilities.

Hamlin Public Service District, Hamlin, WV - Lead Field Inspector: This project consisted of PSD sewer line upgrade for the new Lincoln County High School. Project consisted of a new pump station and wet well, 2 river crossings and 4900 LF of new sewer line.

Route 35 Design Build, Putnam County, WV Assistant Quality Control Manager: Manager of Field Quality Control Testing and Field Inspection for all phases of construction.

Quality Control Manager: Manager of Field Quality Control Testing and Invoices: Mason County Us 35 Project U-327-G-35-8.72; Mon Fayette Project X331-109-0.00; Corridor H Project APD - 0484 (308); and Corridor H Project APD - 0484 (305).

Michael Hodges Inspector / Technician



Education

B.A. Finance, Marshall University, 1995

Completed right-of-way Acquisition seminar while employed by E.L. Robinson Engineering Co.

Certifications

Certified WVDOH Compaction Technician

Certified WVDOH Aggregate Inspector

ACI Concrete Technician

Certified Water Sample Collector

Professional Experience

Mr. Hodges has been with E.L. Robinson Engineering Co. since graduating from Marshall University. While still in school, he worked on E.L. Robinson Engineering Co.'s survey crew during the summer months and school breaks on E.L. Robinson's DEP projects.

Mr. Hodges has experience running Total Stations on several surveys in regards to: highways, roads and bridges, property lines, boundary surveys, topographic surveys, utility surveys and subdivision lots. He has experience running GPS units for aerial mapping and topographic surveys.

Representative Projects

Mr. Hodges has performed construction inspections on the following projects:

Putnam County Sewer line at I-64 Interchange, Pigeon Creek Waterline for DEP in Mingo County, 18 Mile Creek Waterline for Putnam County Commission West Virginia American Water Company and Coolridge PSD Waterline.

In 1998, he inspected a \$1 million waterline project in Kanawha County. In addition, he has extensive experience in pipe laying, and working with heavy machinery.

Mr. Hodges has inspected bridge construction including core drilling, pile driving, rebar placement and concrete pours. He has inspected cut and fill operations including compactions tests and has checked grade work and asphalt placement. Mr. Hodges has also inspected utility and lighting placement, erosion and sediment control projects as required by WVDEP. He has been involved in the inspection of at least seven bridges on the Corridor D project.

Mr. Hodges has been the inspector on the Charles Pointe project in Bridgeport, West Virginia. He has performed the inspection of infrastructure for a business park including utilities, storm, road, lighting, sidewalk, curbs, gutter, asphalt and landscaping.



Experience Water

WV 80 Anthony Creek Water Project

Project Location: Nicholas County, West Virginia

Completion Date: September 2011

Client: Burch River PSD

Project Description: The project included the construction of approximately 32,000 LF of 8" and smaller diameter water lines and of a small constant pressure booster station.

Miller Mountain Water Main Extension Phase I

Project Location: Webster County, West Virginia

Completion Date: October 2010

Client: Webster County Economic Development Authority

Project Description: This project made service available to approximately 82 customers and consisted of the construction of approximately 47,700 LF of 8" and smaller diameter water main, two booster stations, a 163,000 gallon storage tank, a transfer tank, fire hydrants, valves, and individual customer services.

Elkhorn Creek Water Project

Project Location: McDowell County, West Virginia

Completion Date: December 2014

Client: McDowell County PSD

Project Description: Phase I of this project included building a 600 gpm water treatment plant to serve the entire study area and a 400,000-gallon tank to serve all but Ashland and Crumpler.

Horsepen and Gilbert Creek Waterline

Project Location: Mingo County, West Virginia

Completion Date: 2014

Client: Town of Gilbert

Project Description: This project consisted of a waterline expansion to serve approximately 286 residences and included construction of a 200,000 gallon water storage tank and booster pump station.

Experience Water

Dingess Phase I Waterline Extension Project

Project Location: Mingo County, West Virginia

Completion Date: October 2011

Client: Mingo County PSD

Project Description: The project included and new waterline system consisting of over 29 miles of new 8", 6", and 2" water lines, 3 water storage tanks, 3 booster pump stations and 2 pressure reducing stations.

Putnam Clarifications Enhancement Project

Project Location: Putnam County, West Virginia

Completion Date: February 2012

Client: Putnam PSD

Project Description: This project involved the replacement of the clarification facilities at the Poplar Fork Water Treatment Plant which included the construction of a 4.5 MGD mixing/flocculation/settling basin.

Jolo Phase I Water Project

Project Location: McDowell County, West Virginia

Completion Date: August 2009

Client: McDowell County PSD

Project Description: The project involved constructing approximately 38,000 LF of 10" and smaller diameter water lines, and constructing a 200,000 gallon water storage tank to serve 130 new customers and provide the basis for further phases.

Crum PSD Route 152 Water Project

Project Location: Wayne County, West Virginia

Completion Date: June 2013

Client: Crum PSD

Project Description: The three phases of this project will supply potable water and fire protection to approximately 850 residents and includes over 63 miles of 8" and smaller diameter water line constructed though all three phases of the project.

Experience Water

King Coal Highway Phase I

Project Location: Mingo County, West Virginia

Completion Date: Fall 2012

Client: Mingo County Redevelopment Authority

Project Description: This project involved extending water and wastewater service to a 9 mile segment of this highway and consisted of approximately 49,700 feet of 10" water main, valves, fire hydrants and other related appurtenances.

Holden Water Project

Project Location: Logan County, West Virginia

Completion Date: 2009

Client: Logan County PSD

Project Description: This new water line system consisted of over twelve miles (12) miles of new 8", 6" and 2" water lines, as well as two water storage tanks with a water pump station to serve approximately 690 customers.

Mingo County High School Water & Wastewater Utility Extension

Project Location: Mingo County, West Virginia

Completion Date: April 2010

Client: Mingo County Redevelopment Authority

Project Description: This project consisted of 22,000 feet of 12" water main, water booster stations(s), water storage tank(s); 22,500 feet of gravity sewer, sewage lift stations(s), and 4,000 feet of force main.

Drews Creek Water Project

Project Location: Raleigh County, West Virginia

Completion Date: July 2009

Client: Raleigh County PSD

Project Description: The project involved constructing approximately 57,000 LF of 8" and smaller diameter water lines, a booster station and a 105,000 gallon storage tank.

Experience Wastewater

Lake Washington Sanitary Sewer System Extension

Project Location: Wood County, West Virginia

Completion Date: Summer 2013

Client: Lubeck PSD

Project Description: This project involved 16,000 feet of gravity sewer, 2 sewage lift stations and 4,000 feet of force main. Further, service was provided to approximately 100 homes and allowed for wastewater collection from an existing system that had been treated by a community lagoon.

Putnam PSD 2009 Sanitary Sewer Project

Project Location: Putnam County, West Virginia

Completion Date: 2015

Client: Putnam PSD

Project Description: This project was comprised of approximately 145,700 L.F. of gravity sewer lines; 14,611 L.F. of force main sewer lines; 6 lift stations, upgrade to two (2) existing lift stations, installation of manholes, cleanouts, etc.

Logan County PSD Regional Wastewater Extension Project

Project Location: Logan County, West Virginia

Completion Date: Current

Client: Logan County PSD

Project Description: The project consists of approximately 421,750 LF (80 miles) of 14" and smaller diameter gravity sewer mains, 10,450 feet of 12" and smaller diameter force main, 3 major pumping stations, 91 grinder pumping stations, 2,641 manholes, cleanouts, customer services and other related appurtenances.

Mozart Sanitary Sewer Project

Project Location: Marshall County, West Virginia

Completion Date: Current

Client: Marshall County Sewerage District

Project Description: This project involves 30,000 feet of gravity sewer, 9 sewage lift stations and 8,500 feet of force main.

Experience Wastewater

Town of Delbarton Sewer Replacement Upgrade

Project Location: Mingo County, West Virginia

Completion Date: Spring 2013

Client: Town of Delbarton

Project Description: The project included: Collection service to 397 residential and commercial customers in and around the town; 49,100 LF of sewer main line, 3 lift stations, upgrade to existing wastewater treatment facility, manholes, cleanouts, etc.

Logan County PSD Phase III-A Wastewater Extension Project

Project Location: Logan County, West Virginia

Completion Date: December 2013

Client: Logan County PSD

Project Description: The project consists of the construction of approximately 35,900 feet of 12" and smaller diameter gravity pipe, 550 feet of 10" and smaller diameter force main, 304 manholes, one major pumping station, 9 grinder pumping stations, cleanouts, service laterals and other related appurtenances.

Mingo County Wood Products Industrial Park

Project Location: Mingo County, West Virginia

Completion Date: April 2010

Client: Mingo County Redevelopment Authority

Project Description: This project consisted of 22,000 feet of 12" water main, water booster stations(s), water storage tank(s); 22,500 feet of gravity sewer, sewage lift stations(s), and 4,000 feet of force main.

Twin Branch Racetrack Sewer

Project Location: Mingo County, West Virginia

Completion Date: 2009

Client: Mingo County Commission

Project Description: This project consisted of construction of water and sewer facilities for a proposed racetrack. The sewer was designed as a zero discharge system using an absorption field.

Business References

Ms. Vivian Livingood

Town of Gilbert
P.O. Box 188
Gilbert, WV 25621
(304) 664-9625

Ms. Mavis Brewster

McDowell County Public Service District
HC 31 Box 436 J
Welch, WV 24801
(304) 297-2622

Mr. Mike McNulty

Putnam Public Service District
107 South Poplar Fork Road
Scott Depot, WV 25560
(304) 757-6551

Mr. William Baisden

Logan County Public Service District
P.O. Box 506
Logan, WV 25601
(304) 946-2641

Ms. Dwana Murphy

Town of Clay
P.O. Box 55
Clay, WV 25043
(304) 587-4233

Mr. J.B. Heflin

Mingo County Public Service District
1 Riverside Drive
Naugatuck, WV 25685
(304) 235-2244

Mr. Joe Blankenship

City of Hinton
322 Summers Street
Hinton, WV 25951
(304) 466-3255



**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

E.L. ROBINSON ENGINEERING Co.

Company


Authorized Signature

11/17/15
Date

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

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.

E.L. ROBINSON ENGINEERING CO.
(Company)

 ERIC J. GSERLY PROJECT MANAGER
(Authorized Signature) (Representative Name, Title)

304 776-7473 304 776-6426 11/17/15
(Phone Number) (Fax Number) (Date)

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: E. L. ROBINSON ENGINEERING Co.

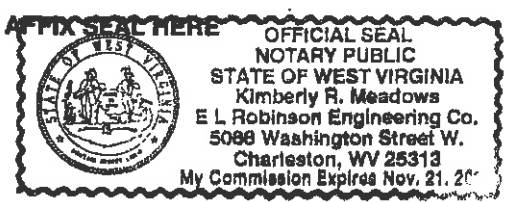
Authorized Signature: [Signature] Date: 11/17/15

State of West Virginia

County of Kanawh, to-wit:

Taken, subscribed, and sworn to before me this 17 day of November, 2015

My Commission expires November 21, 2021.



NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 08/01/2015)



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: 146152

Doc Description: Addendum No 01, Water & wastewater improvements.

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2015-09-29	2015-11-18 13:30:00	CEOI 0310 DNR1600000006	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:

FOR INFORMATION CONTACT THE BUYER
 Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X  FEIN # 550 594 633 DATE 11/17/15

ADDITIONAL INFORMATION

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

Expression of Interest

The West Virginia Purchasing Division for the Agency, The West Virginia Division of Natural Resources, Parks and recreation Division is soliciting CEOI responses from qualified firms to provide necessary engineering services for a small wastewater treatment plant at Babcock State Park Pool, Clifftop, WV. and improvements to the water supply at Droop Mountain State Park, Hillsboro, WV.. per the attached CEOI specifications, and terms & conditions

DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	
--	--	--	--

Line	Comm Ln Desc	Qty	Unit Issue
1	Architectural engineering	0.00000	

Comm Code	Manufacturer	Specification	Model #
81101508			

Extended Description :

AE Services for Babcock wastewater treatment plant replacement and Droop Mountain water supply improvements.

DNR160000006	Document Phase Draft	Document Description Addendum No 01, Water & wastewater Improvements.	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CEOI 0310 DNR1600000006

Addendum Number: No.01

The purpose of this addendum is to modify the solicitation identified as ("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:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To replace "Section One General Information" page (4) of the originally posted EOI that referenced Pipestem and Beech Fork projects with the correct "Section One General Information" page that contains correct reference to Babcock State Park and Droop Mountain State Park.

No other Changes.

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.

ATTACHMENT A

EXPRESSION OF INTEREST
Babcock and Droop Mountain State Parks
Waste Water and Water Supply Improvements

TABLE OF CONTENTS:

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

SECTION ONE: GENERAL INFORMATION

1. **PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI” or “Bids”) for The Division of Natural Resources (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide necessary engineering services for a small wastewater treatment plant at the Babcock State Park Pool and to make improvements to the water supply at Droop Mountain State Park, (“Project”).

3. SCHEDULE OF EVENTS:

Release of the EOI.....09/16/2015
 Firm’s Written Questions Submission Deadline.10/20/2015 at 9:00 AM. EST.
 Addendum IssuedTBD
 Expressions of Interest Opening Date.....11/18/2015 at 1:30 PM. EST.
 Estimated Date for Interviews (wk. of?).....TBD



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: 146152

Doc Description: Addendum No 02, Water & wastewater Improvements.


Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-21	2015-11-18 13:30:00	CEOI 0310 DNR1600000006	3

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

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER
 Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X  FEIN # 550 594 633 DATE 11/17/15
 All offers subject to all terms and conditions contained in this solicitation
 Page : 1 FORM ID : WV-PRC-CEOI-001

Addendum

Addendum No.02 issued to publish and distribute the attached information to the vendor community.

Expression of Interest

The West Virginia Purchasing Division for the Agency, The West Virginia Division of Natural Resources, Parks and recreation Division is soliciting CEOI responses from qualified firms to provide necessary engineering services for a small wastewater treatment plant at Babcock State Park Pool, Clifftop, WV. and improvements to the water supply at Droop Mountain State Park, Hillsboro, WV.. per the attached CEOI specifications, and terms & conditions

		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue
1	Architectural engineering		

Comm Code	Manufacturer	Specification	Model #
81101508			

Extended Description :

AE Services for Babcock wastewater treatment plant replacement and Droop Mountain water supply improvements.

DNR160000006	Document Phase Final	Document Description Addendum No 02, Water & wa stewater Improvements.	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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: 146152

Doc Description: Addendum No 02, Water & wastewater Improvements.

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-21	2015-11-18 13:30:00	CEOI 0310 DNR160000006	3

BID RECEIVING INFORMATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X

FEIN #

550 594 633

DATE

11/17/15

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

ADDITIONAL INFORMATION

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BUYER TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue
1	Architectural engineering	0.00000	

Comm Code	Manufacturer	Specification	Model #
81101508			

Extended Description :

AE Services for Babcock wastewater treatment plant replacement and Droop Mountain water supply improvements.

SOLICITATION NUMBER: CEOI 0310 DNR1600000006

Addendum Number: No.02

The purpose of this addendum is to modify the solicitation identified as ("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:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Reissue the solicitation in its entirety, Section Three (30 Project Specifications revised).
2. Attachment of Vendor submitted questions and Agency responses to those questions.

No other Changes.

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:

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ATTACHMENT A

EXPRESSION OF INTEREST
Babcock and Droop Mountain State Parks
Waste Water and Water Supply Improvements

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EXPRESSION OF INTEREST
Babcock and Droop Mountain State Parks
Waste Water and Water Supply Improvements

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on the next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

A **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: Tuesday, October 20th, 2015 at 9:00 AM. EST.

Submit Questions to: Guy Nisbet, Buyer Supervisor
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: Guy.L.Nisbet@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 three (3) 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).

Bid Opening Date and Time: **Wednesday, November 18th, 2015 at 1:30 PM. EST.**
 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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

EXPRESSION OF INTEREST
Babcock and Droop Mountain State Parks
Waste Water and Water Supply Improvements

SECTION THREE: PROJECT SPECIFICATIONS

Location: Agency is located at 324 4th Ave, South Charleston, WV and the Project will be completed at Babcock State Park, 486 Babcock Rd. Clifftop 25831-7240, and Droop Mt. State Park, HC 64 Box 189 Hillsboro 24946-9719.

1. **Background:** The Division of Natural Resources operates State Parks at the above referenced locations. The 4000 GPD extended aeration waste water plant that services the swimming pool at Babcock needs replaced. Droop Mt. has a small water supply system that is deteriorated and needs lines replaced and a new supply developed.
2. **Qualifications and Experience:** Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.

2.1 In addition to the above, the Vendor should provide information regarding the following:

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

EXPRESSION OF INTEREST
Babcock and Droop Mountain State Parks
Waste Water and Water Supply Improvements

- 3. Project and Goals:** The project goals and objectives are:
- 3.1. Goal/Objective 1:** Review existing plans and conditions as well as the operation of the park and evaluate while communicating effectively with the owner to determine a plan that can be implemented in a manner that will minimize disruption to concurrent operation of the facility and meet all objectives.
 - 3.2. Goal/Objective 2:** As a portion of this process outlined in Objective 1, provide all necessary services to design the facilities described in this EOI in a manner that is consistent with The Division of Natural Resources needs, objectives, current law, and current code; while following the plan to design and execute the project within the project budget.
 - 3.3. Goal/Objective 3:** Provide Construction Contract Administration Services with competent professionals that ensures the project is constructed and functions as designed.
- 4. Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the EOI process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this EOI. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

5.1. Materials and Information Required at Oral Presentation:

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

EXPRESSION OF INTEREST
Babcock and Droop Mountain State Parks
Waste Water and Water Supply Improvements

SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

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

EXPRESSION OF INTEREST

Babcock and Droop Mountain State Parks Waste Water and Water Supply Improvements

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	40 Points Possible
• Approach and methodology for meeting Goals and Objectives	40 Points Possible
• Oral Interview	<u>20 Points Possible</u>
Total	100 Points

CEOI DNR160000006
Droop Mtn. & Babcock Water and Wastewater Treatment
Vendor Questions and Agency responses
10/20/2015

Q.1. General scope of the project? Will there be a need to measure, monitor, or control water?

A.1. The scope of the project will be negotiated with the chosen firm. There may be a need to measure, monitor or control water.

Q.2. Who will be managing the project?

A.2. The owner will ultimately manage the chosen consultant and construction. The consultant will provide agreed upon construction contract administration services.

Q.3. Who will be responsible for operating once it's complete?

A.3. The owner.

Q.4. Have you contracted an engineering firm?

A.4. That is the purpose of the CEOI (Central Expression of Interest) solicitation

Q.5. Is the project funded?

A.5. Money is encumbered for the contract that will be a result ofn this CEOI. Construction can not be encumbered until bidding documents are ready for distribution.

Q.6. Design schedule?

A.6. Design schedule will be negotiated with the chosen firm.

Q.7. Is there any digital mapping of the park? If so how old is the mapping?

A.7. No.

Q.8. Is there mapping of the existing utilities? If so will this mapping be made available prior to the bid deadline?

A.8. No and No.

Q.9. Is there a public utility that provides these services (water/sewer/electric)to the State parks? If so, what utility company provides these services?

A.9. No.

Q.10. What is the power service available to the existing treatment plant?

A.10. 240 volt, single phase.

Q.11. Are there inflow & infiltration within the system that causes surge flows within the plant?

A.11. Possibly

Q.12. Is there a preferred style of plant? (ie concrete, steel, HDPE)

A.12. That will be determined with the chosen firm.

Q.13. Is the current plant secondary treatment or is tertiary treatment required?

A.13. Secondary treatment only.

Q.14. Is the NPDE permit current?

A.14. Yes, the NPDES permit is current.

Q.15. What are the treatment limits of the NPDES permit?

A.15 The vendor is mistaking the CEOI process of selecting a consultant for a design contest. This is not a design contest. NPDES limits will be reviewed as part of the execution of the contract that results from this CEOI.

Q.16. Will the replacement plant be in the same general location as the existing plant?

A.16. It may be. The owner will review recommendations from the selected firm during the design process.

Q.17. What components of the existing system are to remain in service?

A.17. That will be determined during the design process.

Q.18. What is the water source?

A.18. Babcock is on Danise PSD, Droop Mt. has a well.

Q.19. What is the desired daily capacity of the water supply system?

A.19. That will be determined during the design process.

Q.20 What is the pressure rating of any existing pipe to remain in service?

A.20. The existing piping is old galvanized pipe, I do not anticipate any existing piping to remain in service.

Q.21. What is the demand on the proposed system?

A.21. That will be determined during the design process.

Q.22. Whats the existing and proposed design flows.

A.22. That will be determined during the design process.

Q.23. What is the design effluent limits from the WVDEP NPDES Permit.

A.23 That will be determined during the design process.

Q.24. Whats the water usage for the water system.

A.24. That will be determined during the design process.

EXPRESSION OF INTEREST
Babcock and Droop Mountain State Parks
Waste Water and Water Supply Improvements

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 _____
award and extends for a period of _____ one (1)
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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
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 \$1,000,000 _____ or more.
 - Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.
 - Professional Liability Insurance** in the amount of \$1,000,000 or more.
 - Automobile Liability:** \$ 1,000,000. combined single limit
 - Workers Compensation:** WV Statutory requirements including 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.

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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:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

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 (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.



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