



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

Header

List View

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

Procurement Folder: 146152

SO Doc Code: CEOI

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0310

Vendor ID: 000000160928

SO Doc ID: DNR1600000006

Legal Name: CIVIL & ENVIRONMENTAL CONSULTANTS INC

Published Date: 10/21/15

Alias/DBA:

Close Date: 11/18/15

Total Bid: \$0.00

Close Time: 13:30

Response Date: 11/18/2015

Status: Closed

Response Time: 9:28

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

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 146152

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

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation No	Version
	2015-11-18 13:30:00	SR 0310 ESR11181500000002311	1

VENDOR

000000160928

CIVIL & ENVIRONMENTAL CONSULTANTS INC

FOR INFORMATION CONTACT THE BUYER

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

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

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

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

Comm Code	Manufacturer	Specification	Model #
81101508			

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



Expression of Interest

Civil & Environmental Consultants, Inc.

Babcock and Droop Mountain State Parks
Wastewater and Water Supply Improvements
Purchase Order No: DNR1600000006



BABCOCK STATE PARK



DROOP MOUNTAIN STATE PARK

Submitted To:
WEST VIRGINIA DIVISION OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION, PURCHASING DIVISION
2019 Washington Street East
Charleston, West Virginia 25305

November 17, 2015

Senior Leadership
Integrated Services
Personal Business Relationships

www.cecinc.com



TABLE OF CONTENTS

1. Babcock and Droop Mountain State Parks Cover Letter
2. Final CEOI 0310 DNR1600000006 Form
 - a. Section 1 – General Information
 - b. Section 2 – Instructions to Vendors Submitting Bids
 - c. Section 3 - Project Specifications
 - d. Section 4 – Vendor Proposal, Evaluation, & Award
 - e. Section 5 – Terms and Conditions
 - f. CEOI 0310 DNR1600000006 – Addendum #1
 - g. CEOI 0310 DNR1600000006 – Addendum #2
 - h. Addendum Acknowledgement Form
 - i. Certification Signature Form
 - j. Purchasing Affidavit
3. Statement of Qualifications



November 17, 2015

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

To Whom It May Concern:

Subject: Expression of Interest – DNR1600000006
Babcock and Droop Mountain State Parks
Wastewater and Water Supply Renovations

Civil & Environmental Consultants, Inc. (CEC) values the opportunity to provide the State of West Virginia – Division of Natural Resources with professional services to design and provide construction administration services for the construction and replacement of a 4,000 GPD wastewater treatment plant at Babcock State Park and the renovation of the small water supply system at Droop Mountain State Park.

CEC is a local, full-service engineering firm that is now proud to offer water and wastewater engineering design capabilities in West Virginia. Gary Fazalare, P.E., Steven Cain, P.E., Jeff Boyles, P.E. and Zach Demarco, E.I. bring a combined 57 years of design experience in water and wastewater engineering to CEC. The Bridgeport office has seen continual growth in staff and clientele since opening in 2012, offering civil, environmental, and survey services to clients to meet their specific needs. The Bridgeport office of CEC currently employs a professional staff of 62 engineers, scientists, surveyors and technicians.

The water and wastewater design professionals in the Bridgeport, WV office of CEC have the experience to maintain constant contact with the owner during all phases of the project. CEC will communicate with the owner during the preliminary design phase to clearly establish the project goals and budget to design and plan accordingly. During the final design phase, the owner will be communicated with to ensure the construction of the design can be successfully completed while also minimizing disruption to the park operations. Once the final design is accepted, the professionals at CEC will be able to follow the bidding requirements necessary for each respective project to acquire a qualified Contractor to construct the design. CEC can then provide the client with construction management to include construction quality assurance and construction management to ensure the project is constructed as designed and completed within the project budget.

In regards to the project budget, the total will be broken into specific items that can be quantified and progressively tracked throughout to ensure the project remains on track to meet the established budget. The design professionals at CEC have extensive experience monitoring design budgets and construction management to ensure the project can be completed on time and on budget.

A new innovative technology that CEC would like to propose as an alternative to conventional wastewater treatment comes from our relationship with Steve Kingsland of OneWater Inc.



Civil & Environmental Consultants, Inc.

The product is called Algaewheel and it is an award winning technology that sustainably solves problems of small scale treatment. Algaewheel uses a hybrid technology that integrates algae into the aeration process to enhance treatment efficiency. The process is stable and self-regulating which reduces the operator costs and responsibilities. It contains no mechanical drives which results in very low energy usage. It is environmentally friendly and is a "green" technology that will optimize the overall treatment performance. Mr. Kingsland has stressed to our staff that OneWater Inc. would be willing to install this equipment for the State of West Virginia at a reduced cost.

As CEC transitions into the West Virginia Water and Wastewater markets, we are proud to offer our undivided attention of our experienced design professionals for the successful completion of your project. We trust the enclosed qualifications will provide the State of West Virginia with the information you need to assess our qualifications to successfully complete your project.

Should you have any questions or require additional information, please do not hesitate to call me at 304-848-7156 or by email at scain@cecinc.com.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Steven A. Cain, P.E.
Principal



Zach DeMarco, E.I.
Assistant Project Manager

Enclosure



Civil & Environmental Consultants, Inc.



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 RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:
 Civil & Environmental Consultants, Inc.
 600 Marketplace Ave, Suite 200
 Bridgeport, WV 26330
 (304) 933-3119

FOR INFORMATION CONTACT THE BUYER

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

Dennis E. Miller, Vice President

Signature X

FEIN # 25-1599565

DATE 11/17/2015

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

ADDITIONAL INFORMATION:

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

INVOICE 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		

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

EXPRESSION OF INTEREST

Pipestem and Beech Fork State Park
Campground Improvement Project

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, landscape architectural and other related professional services to design and construct improvements to campgrounds at Pipestem Resort State Park, Pipestem, WV.25979 and Beech Fork State Park, Barboursville, WV. 25504 (“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

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, WV. 25831-7240, and Droop Mt. State Park, HC 64 Box 189, Hillsboro, WV. 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 were 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 must demonstrate a clear procedure for communication with the owner during all phases of the project.
 - b. The successful firm or team must 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 must be described in detail.
 - c. The successful firm or team must 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 must be described in detail.
 - d. The successful firm or team must 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
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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 "Agencics"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).
award one (1)

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.

-
-
-
-

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.statc.wv.us/admin/purchase/privacy/dcfault.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.



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 RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:
 Civil & Environmental Consultants, Inc.
 600 Marketplace Ave, Suite 200
 Bridgeport, WV 26330
 (304) 933-3119

FOR INFORMATION CONTACT THE BUYER

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

Dennis E. Miller, Vice President

Signature X

FEIN # 25-1599565

DATE 11/17/2015

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

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

INVOICE 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.

DNR1600000006	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

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

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

Civil & Environmental Consultants, Inc.

Company


Authorized Signature

11/16/2015

Date

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



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 RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:
 Civil & Environmental Consultants, Inc.
 600 Marketplace Ave, Suite 200
 Bridgeport, WV 26330
 (304) 933-3119

FOR INFORMATION CONTACT THE BUYER

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

Dennis E. Miller, Vice President

Signature X

FEIN # 25-1599565

DATE 11/17/2015

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

ADDITIONAL INFORMATION:

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

INVOICE 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:

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 Issued TBD
 Expressions of Interest Opening Date.....11/18/2015 AT 1:30 PM.EST.
 Estimated Date for Interviews (wk. of?).....TBD

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 of 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/scwer/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 NPDES 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 CEO1 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 CEO1.

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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

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

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

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

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-I-6.I.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.

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.

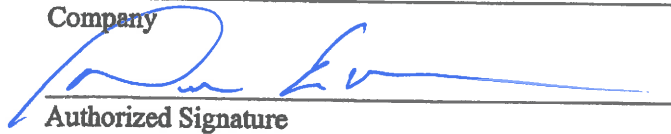
Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <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.

Civil & Environmental Consultants, Inc.

Company


Authorized Signature

11/16/2015

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.

Civil & Environmental Consultants, Inc.

(Company)

Dennis E. Miller, Vice President

(Authorized Signature) (Representative Name, Title)

(304-933-3119) (304-933-3327)(11/16/2015)

(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: Civil & Environmental Consultants, Inc.

Authorized Signature: [Signature] Date: 11/16/2015

State of West Virginia

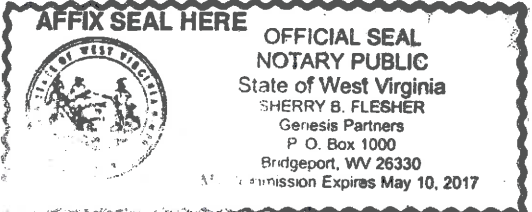
County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 16th day of November, 2015.

My Commission expires May 10, 2017.

NOTARY PUBLIC Sherry B. Flesher

Purchasing Affidavit (Revised 08/01/2015)



STATE OF WEST VIRGINIA DIVISION OF NATURAL RESOURCES

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



November 17, 2015

Professional Engineering and Consulting Services

Professional Engineering and Consulting Services

State of West Virginia – Division of Natural Resources



STATEMENT OF QUALIFICATIONS

CEC | BRIDGEPORT
600 MARKETPLACE AVE., SUITE 200
BRIDGEPORT, WV 26330
P. 304.933.3119
www.cecinc.com

Table of Contents

	PAGE
1.0 Firm Overview	1
2.0 Qualifications	3
2.1 Wastewater Engineering Design	3
2.2 Water System Engineering Design	3
2.3 Surveying.....	4
2.4 Construction Management.....	5
2.5 Scheduling and Construction Inspection	5
3.0 Expertise of Staff.....	6
4.0 Management and Staffing Capabilities.....	7
5.0 Project Experience	8
6.0 Professional References	11
7.0 Project Understanding	12

Appendices

- A Key Personnel Resumes**
- B CEC Capabilities**
 - B.1 Municipal Wastewater Management and Treatment**
 - B.2 Municipal Water Distribution Systems**
 - B.3 Municipal Water Supply**
 - B.4 Municipal Drinking Water Treatment**

1.0 Firm Overview

Civil & Environmental Consultants, Inc. (CEC) is a company of professionals who provide comprehensive industry-focused consulting services that advance our clients' strategic business objectives. CEC is recognized for providing knowledge, innovative design solutions and integrated expertise in the primary practice areas of civil engineering, ecological sciences, environmental engineering and sciences, waste management and water resources.

Safety First — CEC believes that all accidents are preventable and is committed to creating an accident and incident free workplace for employees and subcontractors through training, safe work practices, and processes for assessing project hazards. CEC strives for safety excellence throughout our entire organization and holds employees and subcontractors accountable for the safe performance of their work. Safety is a key element of CEC's Strategic Plan and is represented by our Accident and Incident Free program.

Industry Oriented — Multi-disciplined Industry Consulting Groups (ICGs) are derived from our primary practice areas to strategically focus on the business challenges and drivers of the manufacturing, mining, natural gas, power, public sector, real estate and solid waste industries. Each of these diverse teams of engineers, scientists and professionals is our conduit to the latest thinking and advancements in the industries we serve, allowing CEC to provide clients with concise, timely information and regulatory updates to facilitate informed decision-making.

Employee Owned — CEC's employee-owners are highly motivated by the link between our success and that of our clients. Our continuing growth reflects client confidence in the work of our employees, who are guided by three core business principles:

- Senior Leadership
- Integrated Services
- Personal Business Relationships

Multi-Disciplined — CEC is an expanding company with:

- Civil Engineers
- Geotechnical Engineers
- Environmental Engineers
- Forensic Engineers
- Sanitary Engineers
- Professional Geologists
- Hydrogeologists
- Hydrologists
- Ecologists
- Biologists
- Wetland Scientists
- Threatened & Endangered Species Experts
- Agronomist/Soil Scientists
- Certified Hazardous Materials Managers
- Cultural Resources Managers
- Archaeologists
- Construction Inspectors
- Environmental Technicians
- CAD Designers & Technicians
- Registered Land Surveyors
- Registered Landscape Architects
- GIS Analysts & Programmers



CEC OVERVIEW

CEC Corporate Headquarters
333 Baldwin Road
Pittsburgh, PA 15205
P: 800-365-2324
www.cecinc.com

FOUNDED: 1989

EMPLOYEES: 700+

LOCATIONS:

- Austin, TX
- Boston, MA
- Bridgeport, WV
- Charlotte, NC
- Chicago, IL
- Cincinnati, OH
- Columbus, OH
- Detroit, MI
- Export, PA
- Indianapolis, IN
- Knoxville, TN
- Nashville, TN
- Philadelphia, PA
- Phoenix, AZ
- Pittsburgh, PA
- Sayre, PA
- Sevierville, TN
- St. Louis, MO
- Toledo, OH

Firm Capabilities**CIVIL ENGINEERING**

- Erosion & Sedimentation Control / NPDES Permitting
- Predevelopment Site Investigations
- GPS / GIS Services
- Landscape Architecture / Land Planning
- Geotechnical Engineering
- Site Grading / Earthwork Analysis
- Expert Witness Testimony
- Roadway Design and DOT Permitting
- Stormwater Management / BMP Design
- **Utility Design**
- Sustainability Planning / Design
- **Construction Services**
- Integrated Project Delivery
- **Site Infrastructure Maintenance/Rehabilitation**
- Topographic Surveys
- ALTA ACSM Land Title Surveys
- Boundary Retracement Surveys
- Horizontal & Vertical Control Surveys
- Volumetric Surveys
- Construction Surveys
- Oil and Gas Pipeline Surveys
- Highway R/W Surveys
- As-built Surveys
- LiDAR Surveys

ECOLOGICAL SCIENCES

- Wetlands and Waters Delineations
- Clean Water Act, Section 401/404 Permitting
- Wetland & Stream Impact Mitigation Design
- Ecosystem Restoration
- Wetland AMD Treatment
- Fish & Macroinvertebrate Surveys
- Bathymetric/Hydrographic Surveys
- Expert Witness Testimony
- Water Quality & Sediment Surveys
- Threatened & Endangered Species Surveys/Wildlife Surveys
- Clean Water Act, 316 (a) & (b) Permitting
- Aquatic & Terrestrial Habitat Surveys
- Ecological Risk Assessment & Land Restoration
- Soil Science & Phytoremediation

ENVIRONMENTAL ENGINEERING AND SCIENCES

- Air Emissions Testing & Permitting
- Greenhouse Gas Reporting
- Air Dispersion Modeling
- Phase I & II Assessments
- Site Characterization
- Property Condition Assessments
- Risk Assessments
- Auditing & Compliance Plans
- RCRA/CERCLA
- Soil/Groundwater Remediation Systems
- Brownfield Redevelopment Services
- Hydrogeology & Groundwater Modeling
- Storm Water Sampling & Permitting
- NPDES Permitting Support
- Expert Witness Testimony
- Cultural Resource Management
- Architectural History (Above-ground) Resource Investigations
- Archaeological Investigations
- FERC Applications/Certification

WASTE MANAGEMENT

- Site Selection and Characterization
- Merger & Acquisition Due Diligence
- Hydrogeologic Site Investigations
- Geotechnical Engineering
- Landfill Design & Permitting
- Transfer Station & MRF Design & Permitting
- Environmental Monitoring/Compliance
- Air Compliance & Permitting
- Landfill Gas Management
- Renewable Energy
- Leachate Management and Treatment
- O & M of Control Systems
- Waste Characterization
- Solid Waste Facility Operations Audits and Consulting
- Construction Services
- Design/Build Services
- Ecological Services
- Coal Combustion Residual & Industrial Waste Management
- Expert Witness Testimony

WATER RESOURCES

- Stormwater BMP Design & Inspections
- Compliance Audits
- NPDES Permit Negotiation
- Watershed Planning & Restoration
- Flood Routing and FEMA Map Revisions
- TMDL Modeling & Monitoring
- Stream Assessments & Restoration
- Expert Witness Testimony
- Water Quality & Quantity Modeling
- Erosion & Sediment Control Design and Inspection
- Water Quality BMP Testing
- **Sanitary Sewer Evaluation Survey (SSES)**
- Stormwater Piping & Culvert Inspections
- **Wastewater Collection Systems**
- **Wastewater Treatment Facilities**

2.0 Qualifications

2.1 Wastewater Engineering Design

CEC provides engineering design and construction services for new and/or improved municipal wastewater systems. Our full-service capabilities include studies, analysis, design, engineering, and can provide additional support for:

- Financing and Funding
- Surveying
- West Virginia Infrastructure and Jobs Development Council (WVIJDC) Preliminary Engineering Report/Facilities Plan
- Design Documentation and Specifications
- Bidding and Construction Services
- Construction Quality Assurance

2.1.1 Municipal Wastewater Management and Treatment

Municipal wastewater is often complex, and successful treatment systems often involve more than one technology or approach. CEC assists clients with determining appropriate technologies by conducting bench-scale and pilot-scale tests in our laboratories or on site.

CEC employs biologic wastewater treatment solutions, including:

- Extended Aeration
- Activated Sludge
- Sequenced Batch Reactors
- Package Plants
- Lagoon/Aeration
- Onsite/Innovative Treatment Systems
- Nitrification/Denitrification Systems
- Biological Nutrient Removal/Enhanced Nutrient Removal
- Recalcitrant Dissolved Organic Nitrogen (RDON)
- Pharmaceutical and Personal Care Products (PPCP) Endocrine Disruption Removal Technology
- Acid Mine Drainage Treatment



2.2 Water System Engineering Design

CEC provides engineering design and construction services for new and/or improved capabilities of municipal water distribution systems. Our full-service capabilities include studies, analysis, design, and engineering, and can provide additional support for:

- Financing and Funding
- Surveying
- Design Documentation and Specifications
- Bidding and Construction Services
- Construction Quality Assurance

2.2.1 Distribution Analysis

CEC hydraulically analyzes existing and proposed transmission mains and local lines of a community's water distribution system. This analysis identifies lines and areas requiring upgrading or reinforcing to meet local needs, Fire Underwriters Survey recommendations, and EPA requirements.

2.2.2 Elevated and Ground Storage Tanks

CEC designs elevated water storage tanks and standpipes to provide a stable water supply. Storage tanks that float hydraulically on the system stabilize pressures, provide water for firefighting, and allow plants to treat water at a more constant rate at which their operation works best and is most efficient. Thorough hydraulics analysis of distribution systems and storage tanks can provide strategies for additional or replacement water storage tanks.

CEC also designs ground storage tanks with pumping facilities as an economical alternative to elevated storage tanks. CEC designs and prepares final drawings and specifications for bidding tanks, and provides related construction services.

2.2.3 Pump Stations

Pumping stations are used to boost area pressures and to separate pressure zones hydraulically. This commonly occurs in larger systems or when surface topography reduces area pressures significantly. CEC analyzes the community's specific needs and designs in-line booster pumps or pump stations with associated ground or elevated storage to increase area pressures.

Reservoir usage can be enhanced by adding recreational features such as picnic areas, trails, or boat launches, and ecological features such as fish reefs and spawning areas.

2.3 Surveying

CEC employs multiple full-service survey crews utilizing cutting-edge equipment and technology. CEC maintains a full complement of equipment, including RTK and static GPS, robotic and conventional Total Stations, automatic and digital levels, data collectors, and 3D laser scanners that use terrestrial LiDAR scanning to create spatial imaging. Broad professional capabilities, specialized experience, and technical competence and capacity has allowed CEC surveyors to complete numerous projects requiring topographic, boundary, construction, hydrographic, bathymetric, geodetic, route, volumetric, infrared, horizontal/vertical control, and settlement and displacement surveys.



CEC surveyors provide ALTA/ACSM Land Title Surveys in support of due diligence services for the sale, purchase, or refinance of properties, and potential risks that may affect the use of the property.

2.3.1 LiDAR

CEC utilizes both "Phase Based Scanners" and "Time of Flight Scanners" LiDAR scanners, and the performance of these scanners can capture objects up to and over more than 1,000 feet away, and in direct sunlight. Using LiDAR, CEC can create an extremely detailed and dimensionally accurate 3D image using millions of acquired intelligent data points on a project site. Downloaded directly to a laptop at the site, LiDAR generates the 3D model in real time allowing immediate decision-making ability. Typical deliverables are intensely accurate and include:

- 2D CAD Data in plan, elevation, or cross-sectional view
- 3D CAD Data

- Animated fly-throughs of the point cloud
- Text, RCS, DXF, TIN, or XML file of the point cloud

CEC has provided survey support services for sites ranging from less than one acre to properties that incorporate several parcels and more than a thousand acres. Survey services also include preparation of subdivisions, utility surveys, FEMA Elevation Certificates, FEMA Letters of Map Revision, construction surveys, and surveys for the preparation of design plans.

2.4 Construction Management

CEC engineers, construction managers and field superintendents provide tailored Construction Management Services (CMS) to deliver seamless completion of projects. A pro-active approach saves time and costs while providing quality results that achieve client objectives.

CEC provides CMS as an agency or as an Owner's Representative. A collaborative team approach enables early, impactful decisions about a project's design intent, schedule, budget, materials and more. As the Construction Manager (CM), CEC acts as the Owner's Representative and advocate, managing the construction trades, budgeting and scheduling.

2.5 Scheduling and Construction Inspection

2.5.1 Scheduling

CEC's professionals understand the importance of developing and adhering to project schedules. CEC utilizes a scheduling program, which is monitored by the individual project managers and senior staff members to assure scheduling adherence and client satisfaction.

2.5.2 Construction Inspection

The trained professionals and technicians CEC combine extensive experience with state-of-the-art field equipment to complete construction phase services for a wide range of civil and geotechnical projects. CEC routinely monitors the construction of large earthmoving projects, mine-grouting programs, the installation of erosion control measures, landslide corrective actions, and building construction. Construction Quality Assurance (CQA) services include:

- Construction Quality Assurance
- Density Testing of Soils and Aggregates
- Concrete Testing
- Structural Steel Testing
- Masonry Testing
- Fire Proofing Testing
- Asphalt Pavement Testing
- Fill Placement Monitoring
- Confirmation Sampling
- Certification Report Preparation
- As-Built Drawing Preparation
- Certification Reports
- Confirmation Sampling
- Special Inspections per Chapter 17 of the International Building Code

3.0 Expertise of Staff

The CEC Water/Wastewater Design Team has a combined experience of over 57 years of wastewater system design in West Virginia.

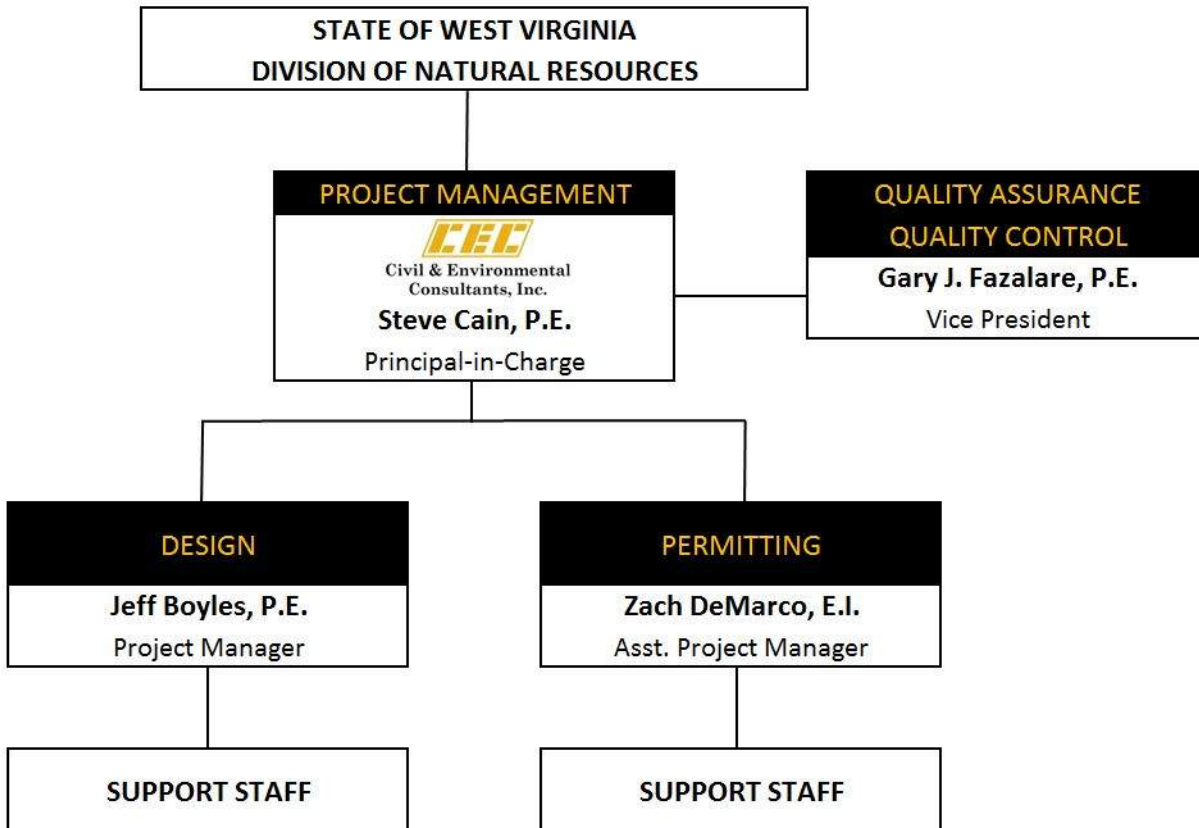
Gary J. Fazalare, P.E. is a Vice President and practice lead with the Civil Engineering and Site Development Services Practice in CEC's Bridgeport, WV Office. Gary is a licensed professional engineer and has more than 22 years of experience in civil engineering and project management. His career has encompassed many aspects of civil engineering including engineering design and construction management on many projects such as: transportation, protective coatings, site development, wastewater collection systems, wastewater treatment systems, water distribution systems, raw and finished water transmission, and water treatment. Gary is a very hands-on client manager who values personal contact and relationship-building.

Steven A. Cain, P.E., Principal with CEC, has more than 22 years of experience in civil engineering design and project management. Steve's experience in civil engineering design encompasses many aspects of civil engineering design including land surveying, mapping, site development, sanitary sewer system design, storm sewer system design, potable water distribution system design and hydraulic modeling. Additionally, Steve also has experience in water treatment system design and rehabilitation as well as wastewater treatment/disposal design. Steve has also spent a large part of his career managing projects from conception to completion. As a project manager Steve has assisted clients in identifying potential project needs, assisting the client in securing project funds, performed and directed detail design, and participated in and managed construction activities.

Jeffrey J. Boyles, P.E. (Jeff), a Project Manager with CEC, has more than 8 years of experience in civil engineering. Jeff's experience in civil engineering projects include potable water system design, hydraulic modeling, sanitary sewer system design, onsite sewer system collection system design, onsite sewer system treatment design, site design, and storm water design. The depth of his experience is in potable water system design. He has designed several water booster pump stations, water storage tanks, and pressure reducing valve stations for systems of all sizes.

Zach Demarco, E.I. is an Assistant Project Manager with CEC in the Bridgeport, WV Office. He is 2010 graduate of West Virginia University (WVU) College of Engineering and Mineral Resources with a Bachelor of Science in Civil Engineering. He has 5 years of experience in a variety of civil engineering projects including, water distribution, wastewater collection, site design, and construction management. Zach has provided pump station design, sewer collection system design, hydraulic modeling, permitting, funding, bidding, and construction management services to multiple clients.

4.0 Management and Staffing Capabilities



Experience of Key Personnel

Name	Position	Years of Experience
Steve Cain, PE	Principal	22
Gary Fazalare, P.E.	Vice President	22
Jeff Boyles, P.E.	Project Manager	8
Zach Demarco, E.I.T.	Assistant Project Manager	5

5.0 Project Experience

CEC is proud to now offer water and wastewater design capabilities in West Virginia through the hiring of four civil engineering professionals in the firm's Bridgeport office.

Gary Fazalare, P.E., Steve Cain, P.E., Jeff Boyles, P.E. and Zach Demarco, E.I. bring a combined 57 years of design experience in water and wastewater to CEC. Please see the resumes for these key personnel in Appendix A.

As CEC transitions into the West Virginia Water and Wastewater markets, we are proud to offer the undivided attention of our experienced design professionals for the successful completion of your project.

CEC is a local, full-service engineering firm that supports our clients by providing civil, environmental, and survey services to clients in the mining, oil and gas, public sector and real estate industries.

Wastewater

Lost River State Park Sewer Project

Lost River State Park – Mathias, West Virginia
Contact: Lost River State Park – (304) 897-5372

This project consisted of the design of a sanitary collection treatment system to service rental cabins, restaurant, and permanent staff residents at Lost River State Park in Mathias, WV. The design included the preparation of construction plans and specifications for over 6000 LF of gravity collection lines and the design of a 15,000 GPD package sewage treatment plant.

Town of Flemington Sewer Improvements Project

Town of Flemington – Taylor County, West Virginia
Contact: Town of Flemington – (304) 739-4402

The project consisted of the preparation of the preliminary engineering report, funding applications, overall design, bidding documents with technical specifications, bidding procedures, construction engineering, and budget control for a sanitary sewer collection and treatment system. The project replaced nearly six miles of gravity and pressure collections lines. The project also included the design and construction of four sewage lift stations and a 50,000-GPD extended aeration wastewater treatment plant. Other responsibilities included the acquiring of a wasteload allocation permit, West Virginia Public Service Commission certificate, West Virginia Division of Environmental Protection National Pollutant Discharge Elimination System permit, West Virginia Division of Highways permit and all other permits necessary for construction.

City of Shinnston Sanitary Sewer Improvements – Phase I

City of Shinnston – Harrison County, West Virginia
Contact: Debra Herndon – (304) 592-5631

This project included the preliminary and final engineering design services for the sanitary sewer system improvements for the City of Shinnston Sanitary Board. The project consisted of the study of the city's entire sanitary sewer system and identifying areas where significant amounts of inflow and infiltration were entering the sanitary sewer system and proposing corrective action. Preliminary engineering services included extensive sanitary sewer evaluation surveys, which included detailed field inspections of existing facilities, smoke and dye testing, flow

monitoring, line videos, and hydraulic modeling. Preliminary engineering services also included the planning of proposed improvements, feasibility studies, and assistance in obtaining funding. Final design of accepted alternatives, bid package preparation, construction management and inspection services, and as-built drawing preparation were also part of this project.

Pea Ridge PSD Sanitary Sewer System Improvements and Upgrades

Pea Ridge PSD – Cabell County, West Virginia

Contact: Pea Ridge PSD – (304) 736-6711

The Pea Ridge PSD Sanitary Sewer System Improvements and Upgrades project consisted of the planning and design of a \$10M sanitary sewer system upgrades and improvements project. The project included the design and construction management of a 0.85 MGD and a 0.35MGD sewer treatment plant upgrades, including installation of new UV Disinfection systems, sludge lime applicator, replacement of existing aeration tank, fine bubble air diffusers, replacement of existing mechanical bar screens, grit removal systems, and centrifugal air blowers. The project also included the design for rehabilitation of several thousand LF of existing gravity sewer line, the rehabilitation and/or replacement of several existing manholes, replacement and upgrade of over 3,500 LF of 10-inch force main, and the upgrades to over ten existing lift stations. The Project also included the design of several thousand LF of new gravity sewer line, six-inch force main, and four new lift stations to provide sanitary sewer service to over 250 customers.

Water

Preston County PSD #4 – Clifton Mills Waterline Extension Project

Preston County PSD #4 – Preston County, West Virginia

Contact: Al Bailey, Chariman - (304) 379-3130

The Clifton Mills Waterline Extension Project included the design, preliminary report, permitting, and specifications of a water system extension project for 83 additional customers. The project included installing approximately 10.5 miles of new water line extensions to the proposed Clifton Mills area to serve the new customers, 20 new fire hydrants, added a third filter and new clearwell tank to the existing water treatment plant, installing a new raw waterline from existing Bruceton Mills well #4 to the WTP, groundwater monitoring, well quality sampling, and installation of telemetric devices at existing tank locations, and fencing of the Hudson Tank and four existing Bruceton Mills well sites.

Preston County PSD #4 – Lenox/Cuzzart Waterline Extension Project

Preston County PSD #4 – Preston County, West Virginia

Contact: Al Bailey, Chariman - (304) 379-3130

This project included engineering services to design, permit, bid, and inspect the construction of a 42-mile water system extension to serve approximately 400 new customers in the Lenox and Cuzzart area of Preston County, West Virginia for the Preston County Public Service District #4. The project included the design of the water distribution system extensions, which included four new water storage tanks, four booster pump stations, and three pressure reducing valves. The Abandoned Mine Lands division of the West Virginia Department of Environmental Protection (WVDEP/AML) and the West Virginia Infrastructure and Jobs Development Council provided funding for this project. The project was initiated by the WVDEP/AML because the areas water sources were significantly impacted by coal mining operations prior to permitting requirements enacted in 1977.

LGI Land – Fisher Mountain Estates

Fisher Mountain Estates – Pendleton County, West Virginia

Contact: LGI Land – (281) 364-7440

The Fisher Mountain Estates project consisted of the design of a new water system for a proposed 642-lot subdivision in Pendleton County. This project design included a 200-gallon-per-minute water treatment plant, 178,000-gallon water storage tank, three booster pump stations, and approximately 8,500 LF of waterline to provide adequate service to all potential customers as required by the West Virginia Bureau for Public Health. Construction cost estimates, bid documents and technical specifications, design manual, and permit applications were also included with this project.

Kanawha Falls PSD Water System Extension Project

Kanawha Falls PSD – Fayette County, West Virginia

Contact: Kanawha Falls PSD (304) 632-1633

The Kanawha Falls PSD Water System Extension Project included engineering design for a water system extension project which extended the Kanawha Falls Public Service District's potable water system approximately 11,000 LF to provide service to approximately 50 new customers. The project also included design of a 30 GPM hydro-pneumatic booster pump station, and 1,000 LF aerial bridge crossing. Additional services included providing a design manual, construction plans and specifications for the water system extension, and permit applications.

6.0 Professional References

Mr. Dave Sago

City of Fairmont
Utilities Manager
(304) 366-6231

Mr. Travis Blosser

City of Weirton
City Manager
(304) 797-8500

Mr. Al Bailey

Preston County P.S.D. #4
Chairman
(304) 379-3130

Mr. Brad Shahan

Town of Grant Town
Mayor
(304) 278-7381

Ms. Kim Mayne

Alpine Lake Public Utilities Company
General Manager
(304) 789-6996

7.0 Project Understanding

CEC's understands the project to include the preliminary design, final design, and construction management for the replacement of a 4,000 GPD wastewater treatment system that services the swimming pool at Babcock State Park. Additionally, this project includes the replacement of a small water supply system at Droop Mountain State Park.

CEC's experience with the design of wastewater treatment systems allows CEC the capabilities of using the newest technologies to provide the most effective solutions to Babcock State Park. The new treatment facility that is to replace the existing extended aeration plant can be constructed while the existing plant is kept in service or in the swimming pools offseason, if necessary. The style of treatment facility will be recommended upon further evaluation of the allowable stream loading for the treatment facility. Once the proposed plant is completed, it can then be brought online to allow for a seamless transition from the old plant to the new to minimize the disruption of the Babcock State Park operations.



Source: Bing Images – Babcock State Park



Source: Bing Images – Droop Mountain State Park

The small water supply system at Droop Mountain State Park is deteriorated and needs lines replaced. Also, the supply for the Park will need a new system developed. CEC's experience with upgrading of source water wells includes groundwater monitoring, sampling, and pump design allows CEC to provide Droop Mountain State Park the capabilities of evaluating the existing water source to the park. CEC also has the capabilities to evaluate the possibility of nearby water systems that could possibly provide water to the Park through booster pump sizing. Based on preliminary review of the existing distribution system, CEC will be able to provide Droop Mountain State Park with recommendations on the available replacement options for the deteriorating system and new source of supply.

CEC looks forward to establishing its professional working relationship with the West Virginia Division of Natural Resources, Babcock State Park, and Droop Mountain State Park to execute the successful completion of these projects.

Appendix A
Key Personnel Resumes

Gary J. Fazalare, P.E.

Senior Consultant

Mr. Fazalare is a Vice President and practice lead with the Civil Engineering and Site Development Services Practice in CEC's Bridgeport, WV Office.

Mr. Fazalare is a licensed professional engineer and has more than 22 years of experience in civil engineering and project management. His career has encompassed many aspects of civil engineering including engineering design and construction management on many projects such as: transportation, protective coatings, site development, wastewater collection systems, wastewater treatment systems, water distribution systems, raw and finished water transmission, and water treatment. Mr. Fazalare has held several leadership roles in professional and civic associations, and is a very hands-on client manager who values personal contact and relationship-building.

PROJECT EXPERIENCE

Fairmont-Mannington Water Transmission Main Extension, City of Fairmont, Marion County, WV

City of Fairmont, WV. Planning, design, and construction manager of a 13-mile water main extension from the City of Fairmont to serve the City of Mannington. The project included mapping, route surveys utilizing GPS, assistance in obtaining project funding, design of the 13-mile, 12 & 16 inch water main, preparation of specifications, bid and contract documents, right-of-way acquisition, construction surveys, and construction management and inspection services.

Water/Wastewater Inspection Services, Morgantown Utility Board, Morgantown, WV

Performed project manager duties for a \$25M expansion and upgrade project for various components of MUB's water and wastewater systems. The contract's main focus was to provide resident inspection services for the proposed construction activities and similar projects. Activities to be inspected include but were not limited to construction/modification of gravity sanitary sewers, sanitary sewer force mains, waterlines, sewage lift stations, odor control facilities, water storage tanks, and related construction.

Sewer Line Extension, Preston County EDA, Hazelton, WV

Project Engineer for a gravity sewer collection system extension to an 11 acre property owned by the PCEDA. Responsibilities included obtaining permits, rights-of-ways, bidding project, construction management, coordination of monthly progress meetings, review and approval of project submittals, and working with contractor to meet project schedule.

Water Improvements Project, Town of Grant Town, Grant Town, WV

Services included providing preliminary engineering, detailed engineering, and construction inspection for improvements and upgrades to the water booster pump stations, water storage tank, replacement of existing water distribution lines in town, and the water line extension for the area of Panther Lick.



EDUCATION

*B.S., Engineering Technology,
Fairmont State College*

REGISTRATIONS

Professional Engineer

- WV [REDACTED]
- PA [REDACTED]
- MD [REDACTED]

CERTIFICATIONS

*Permit & Non Permit Confined
Space Entry*

*CIP Level 3 - Peer Review with
Bridge Specialty*

OSHA 10

SafeLand

PROFESSIONAL AFFILIATIONS

*American Society of Highway
Engineers*

*American Water Works
Association - National*

*Fairmont State University
Technology Advisory Board*

*National Association of
Corrosion Engineers*

*National Council of Examiners
for Engineers and Surveyors*

*West Virginia Oil and Natural
Gas Association*

*West Virginia Rural Water
Association*

Sanitary Sewer Improvements, City of Fairmont, Marion County, WV

Provided construction management and inspection services for the entire sanitary sewer system of the Fairmont Sanitary Board. The project consisted of the study of the city's entire sanitary sewer system and identifying areas where significant amounts of inflow and infiltration (I&I) are entering the sanitary sewer system and proposing corrective action.

Sanitary Sewer System Improvements and Upgrades, Pea Ridge PSD, Cabell County, WV

Project Manager for the planning and design of over \$10M sanitary sewer system upgrades and improvements project. Project included the designing and supervising the design of a 0.85 MGD and 0.35MGD existing sewer treatment plant upgrades, including installation of new UV Disinfection systems, sludge lime applicator, replacement of existing aeration tank, fine bubble air diffusers, replacement of existing mechanical bar screens, grit removal systems, centrifugal air blowers. Project included the design for rehabilitation of several thousand LF of existing gravity sewer line, the rehabilitation and/or replacement of several existing manholes, replacement and upgrade of over 3,500 LF of 10-inch forcemain, and the upgrades to over ten existing lift stations. The Project also included the design of several thousand LF of new gravity sewer line, six-inch forcemain, and four new lift stations to provide sanitary sewer service to over 250 customers. Responsibilities included submitting the design plans and specification to the WV Division of Environmental Protection Agency for review and approval.

Water System Extension for the Hazelton USP, Preston County PSD #4, Preston County, WV

Project Manager for the planning and design of an existing water system upgrade and extension to the Federal Bureau of Prisons proposed \$120M Hazelton USP Project. Participated in initial utility planning between the FBOP and utility providers, prepared preliminary system evaluations and cost estimates, prepared preliminary engineering report for submission to the WV Infrastructure and Jobs Development Council for funding, managed the design team of engineers, geologists, and technicians for the Project Design which included the design of a 700 GPM water treatment plant and site, surface water intake structure, production well development, over 8 miles of large diameter transmission line, two 700 GPM water booster pumping stations, two 150,000 gallon water storage tanks, two 100,000 gallon water storage tanks, a 1,000,000 gallon elevated water storage tank, S.C.A.D.A system, and the conversion of an existing water booster pump station to a pressure reducing station. Participated in all public meetings to answer questions directly involving the project. Participated with Project Attorneys in the preparation of the WV PSC certificate of convenience and necessity, Participated with Project attorney in the preparation of direct testimony and rebuttal testimony in the hearing before the WV PSC Commissioners. Supervised the acquiring of needed properties and

rights-of-ways, the preparation of project specification and contract documents for bidding, and conducted the Project pre-bid conference.

0.5MGD Wastewater Treatment Plant, Preston County Sewer PSD, Preston County, WV

Project Manager for the planning and design of a 0.5MGD SBR Wastewater Treatment Plant for the Federal Bureau of Prisons proposed \$120M Hazelton USP Project. Participated in initial utility planning between the FBOP and utility providers, prepared preliminary system evaluations and cost estimates, prepared preliminary engineering report for submission to the WV Infrastructure and Jobs Development Council for funding, managed the design team of engineers and technicians for the Project Design which included the design of a 0.5MGD SBR Wastewater Treatment Plant and site, 1600GPM lift station, and sewage collection system. Participated in all public meeting to answer questions directly involving the project. Supervised the preparation of project specification and contract documents for bidding, conducted the Project pre-bid conference, responsible for all construction management, review and approval of contractors pay estimates, and working with contractor to meet project schedule.

Lenox-Cuzzart Waterline Extension Project, Preston County PSD#4, Preston County, WV

Project Manager for the design and specifications of a water system extension project for 341 residential customers. This project involves over 42 miles of waterline extensions, 3 water booster pump stations, 3 water storage tanks, and appurtenances.

Alpine Lake Water System Improvements Project, ALPUC, Alpine Lake, WV

Project Manager for a water system improvements and upgrade project for a 360-resident, 2000-acre private community. Services included providing preliminary engineering, detailed engineering, and construction inspection for improvements and upgrades to the water treatment facilities, water booster pump stations, water storage tanks, radio telemetry, and production well development.

Future Projects Feasibility Study, Preston County PSD #4, Preston County, WV

Project Manager for a study of the PSD's existing service area for the purpose of prioritizing future water projects. Services included preliminary engineering and mapping preparation to identify potential customer density counts, potential future projects, and prioritization of projects.

Alpine Lake Sewer System Improvements Project, ALPUC, Alpine Lake, WV

Project Manager for a sewer system improvements and upgrade project for a 360-resident, 2000-acre private community. Services included providing preliminary engineering, detailed engineering, and construction inspection for improvements and upgrades to the sewer treatment facilities, sewer lift stations, and collection system rehabilitation.

Burroughs Run/Poponoe Run Stormwater Management Project, Morgantown Utility Board, Morgantown, WV

Project Manager for a \$7.5M project to reduce flooding and improve stormwater quality in the watershed areas of these two creeks that run through Morgantown. These improvements to the creek channel and to related storm sewer facilities. This project helped eliminate flooding of homes and businesses that are located in the vicinities of these two creeks. The project included several large drainage structures as well as several Con-Span Arches were utilized to carry city streets over the improved channels. The project also stabilized the stream banks and stream channel to reduce erosion, and as a result, improved overall water quality of the streams.

Water System Upgrades and Improvements, City of Kingwood, WV

Project Engineer for upgrades and improvements to the City's existing water system. Met with Board Members and operators to identify system concerns and define project scope. Prepared a preliminary engineering report detailing the needed Project upgrades and improvements. The preliminary engineering report includes preliminary design, cost estimates, proposed funding scenarios, revenue generation projections, and recommended rate increases. Prepared final design plans and specifications for approval by client and regulatory agencies. Plans and specifications included replacement and upgrades to over five thousand feet of water line in city streets, the installation of a new raw water intake, the design of a 255,000 gallon water storage tank, the painting and upgrading of an existing private 300,000 gallon water tank and incorporated it into the City's system, design of a pressure reducing station, water level control station, design of various water treatment plant upgrades including a complete S.C.A.D.A system for monitoring and control of the water plant, storage tanks, booster stations, and water control vaults. Responsibilities included the solicitation of bids, evaluation of bids, and recommendation for contract award. Performed construction management for project during construction. Construction management included the supervision of two resident project inspectors, review and approval of material submittals, resolved construction issues, review and approval of contractor pay estimates, and project closeout.

Water Line Extension to the I-68 Welcome Center, Preston County PSD #4, Hazelton, WV

Project Engineer for the planning, design, and construction of a water line extension for the purpose of providing water service (domestic & fire flows) for the I-68 Welcome Center. The planning included evaluating three separate alternatives and preparing cost estimates for each to determine the most feasible route. Prepared construction plans and specifications for over 15,000 LF of water line, a 35,000 gallon water storage tank, a 50 GPM water booster pump station, and a 250 LF horizontal bore under I-68. Responsibilities included obtaining permits, rights-of-ways, bidding project, construction management, coordination of monthly progress meetings, review and approval of project

submittals, and working with contractor to meet project schedule.

Phase IV Water Extension Project, Hardy County PSD, Hardy County, WV

Project Engineer for the planning, design, and construction of a water distribution system to provide potable water service to over 185 customers. Planning included the preparation of a preliminary engineering report for submission to the WV Infrastructure and Jobs Development Council and use in securing project funding. The preliminary engineering report details the preliminary design, project cost estimates, and funding scenarios. Prepared the construction plans and specifications for over 90,000 LF of water distribution line, a 150 GPM and 75 GPM water booster pump station, 100,000 gallon water storage tank, and a 40 GPM hydro-pneumatic booster pump station. Responsibilities included the solicitation of bids, evaluation of bids, and recommendation for contract award. Performed construction management for project during construction. Construction management included the supervision of three resident project inspectors, review and approval of material submittals, resolved construction issues, review and approval of contractor pay estimates.

Phase III-A Water Extension Project, Hardy County PSD, Hardy County, WV

Project Engineer for the planning, design, and construction of a water distribution system to provide potable water service to over 170 customers. Planning included the preparation of a preliminary engineering report for submission to the WV Infrastructure and Jobs Development Council and use in securing project funding. The preliminary engineering report details the preliminary design, project cost estimates, and funding scenarios. Prepared the construction plans and specifications for over 70,000 LF of water distribution line, a 50 GPM and 15 GPM water booster pump station, a 158,000 gallon, 47,000 gallon, and a 14,000 gallon water storage tanks. Responsibilities included the solicitation of bids, evaluation of bids, and recommendation for contract award. Performed construction management for project during construction. Construction management included the supervision of three resident project inspectors, review and approval of material submittals, resolved construction issues, review and approval of contractor pay estimates.

Rig/Critestown Water Extension Project, Hardy County PSD, Hardy County, WV

Project Engineer for the planning, design, and construction of a water distribution system to provide potable water service to over 140 customers. Planning included the preparation of a preliminary engineering report for submission to the WV Infrastructure and Jobs Development Council and use in securing project funding. The preliminary engineering report details the preliminary design, project cost estimates, and funding scenarios. Prepared the construction plans and specifications for over 50,000 LF of water distribution line, a 70 GPM water booster pump station, and a 100,000 gallon water storage tank. The preliminary engineering report included preliminary engineering design, cost estimates, and proposed funding scenarios. Other responsibilities included the solicitation of bids, evaluation of bids, and recommendation for

contract award. Performed construction management for project during construction. Construction management included the supervision of two resident project inspectors, review and approval of material submittals, resolved construction issues, review and approval of contractor pay estimates.

Water System Improvements, City of Shinnston, Shinnston, WV

Project Engineer for the planning, design, and construction inspection services for a water distribution system upgrade for the City of Shinnston. Services included the Mapping and hydraulic modeling of the existing water distribution network, the identification of problem areas, forecasting future water usage for projected growth areas, the completion of funding applications, detailed design drawings, specifications, bidding, and contract documents, solicitation of bidders and recommendations for award. CEI services included constructability reviews, construction management, project inspection, processing routine pay requests, and the preparation of as-builts drawings.

Sanitary Sewer System Improvements and Upgrades, City of Kingwood, WV

Project Engineer for the design of sewer collection line replacements, design of a concrete structure, new UV disinfection system incorporated into the existing wastewater treatment plant effluent channel, design of a new mechanical bar screen replacing the plants existing manual bar screen, and design of 1000 feet of 4" and 8" sewer forcemain. Performed construction management for project during construction. Construction management included the supervision of two resident project inspectors, review and approval of material submittals, resolved construction issues, review and approval of contractor pay estimates, and project closeout.

Lost River State Park Sewer Project, WV State Parks, Hardy County, WV

Project Engineer for the design of a sanitary collection treatment system to service rental cabins, restaurant, and permanent staff residents in a state park. Design included the preparation of construction plans and specifications for over 6000 LF of gravity collection lines and the design of a 15,000GPD package sewage treatment plant.

Existing Lift Station Improvements and Upgrades, Town of Paw Paw, Morgan County, WV

Project Engineer for the design and construction to raise and existing lift station control panel and standby generator 17 feet out of the 100-year flood plain. Prepared the construction plans and specifications for the construction of an on-site fabricated steel platform to support the standby generator and all electrical controls for the lift station, installation of flood proof hatches for the existing wet well and valve vault, and the installation of a magnetic flow meter for flow recording. Responsibilities included the solicitation of bids, evaluation of bids, and recommendation for contract award. Performed construction management for project during construction. Construction management included supervising one resident project inspector, review and approval of material submittals,

resolved construction issues, review and approval of contractor pay estimates.

Existing Blower Building Improvements and Upgrades, Town of Paw Paw, Morgan County, WV

Project Engineer for the design and construction to raise an existing wastewater treatment plant blower building 9 feet out of the 100-year flood plain. Prepared the construction plans and specifications for the construction of an on-site fabricated steel platform to support the blowers, motors, and all electrical controls for the wastewater treatment plant blower building. Responsibilities included the solicitation of bids, evaluation of bids, and recommendation for contract award. Performed construction management for project during construction. Construction management included supervising one resident project inspector, review and approval of material submittals, resolved construction issues, review and approval of contractor pay estimates.

Emergency Water System Improvements and Upgrades, Town of Paw Paw, Morgan County, WV

Project Engineer for the design and construction of the emergency water system upgrades. Prepared the construction plans and specifications for the construction of a new 200,000 gallon welded steel water storage tank to be constructed on the existing storage tank foundation, replacement of existing raw water pumps, and the installation of a wench trolley for the purpose of removing the raw water pumps for maintenance. Responsibilities included the solicitation of bids, evaluation of bids, and recommendation for contract award. Performed construction management for project during construction. Construction management included supervising one resident project inspector, review and approval of material submittals, resolved construction issues, review and approval of contractor pay estimates.

Phase III Water Extension Project, Hardy County PSD, Hardy County, WV

Project Engineer for the design and construction of a water distribution system to provide potable water service to over 134 customers. Prepared the construction plans and specifications for over 125,000 LF feet of water distribution line. Responsibilities included the solicitation of bids, evaluation of bids, and recommendation for contract award. Performed construction management for project during construction. Construction management included personally performing full-time construction management as well as supervising one resident project inspector, review and approval of material submittals, resolved construction issues, review and approval of contractor pay estimates.

Caledonia Heights Fire Protection Project, Hardy County PSD, Hardy County, WV

Project Engineer for the design and construction of a water distribution system to an existing subdivision for the purpose of providing fire protection. Prepared the construction plans, specifications, and hydraulic flow calculations for over 3,500 LF of water distribution line and fire hydrants. Responsibilities included the

solicitation of bids, evaluation of bids, and recommendation for contract award. Performed construction management for project during construction. Construction management included supervising one resident project inspector, review and approval of material submittals, resolved construction issues, review and approval of contractor pay estimates.

Water Line Extension to Allegheny Wood Products, Preston County EDA, Hazelton, WV

Project Engineer for a water line extension and pressure reducing station from the City of Kingwoods water system for the purpose of providing water service to a wood products company. Responsibilities included obtaining permits, rights-of-ways, bidding project, construction management, coordination of monthly progress meetings, review and approval of project submittals, and working with contractor to meet project schedule.

PRESENTATIONS

Fazalare, G.J. "Lenox/Cuzzart Water Line Extension Project" 35th Annual NAAMLPC Conference, Daniels, WV, September 23, 2013.

Fazalare, G.J. "Bridge Painting - Coatings 101" WVDOH Project Supervisors/Project Engineers Seminar, Camp Dawson, WV, March 5, 2013

Steven A. Cain, P.E.

Principal

Steven A. Cain, P.E., Principal with CEC, has more than 22 years of experience in civil engineering design and project management.

Steve's experience in civil engineering design encompasses many aspects of civil engineering design including land surveying, mapping, site development, sanitary sewer system design, storm sewer system design, potable water distribution system design and hydraulic modeling. Additionally, Steve also has experience in water treatment system design and rehabilitation as well as wastewater treatment design.

Steve has also spent a large part of his career in managing projects from conception to completion. As a project manager Steve has assisted clients in identifying potential project needs, assisting the client in securing project funds, performed and directed detail design, and participated in and managed construction activities.

PROJECT EXPERIENCE

Government

Rehabilitation of Water Intake Structure, National Park Service, Williamsport, WV

Steve provided project management and engineering design services for a new water intake structure in the Conococheague Creek for the National Park Service's Cushwa Basin, an interpretive historic site, which is part of the Chesapeake and Ohio Canal system. In addition to the water intake structure, this project included the design of a pneumatic backwash system for the water intake screen, a coffer dam for construction, pump station improvements, access road design, storm water design, a precast concrete building with controls for the backwash system, and electrical system upgrades. Additional services included providing a Condition Assessment Report, Cost Estimates, permitting, construction plans and specifications, meeting minutes, and product data cut sheets.

Water Distribution System Study, AFCENT, Thumrait, Oman

Steve was part of a team assigned to field investigate the water distribution system at the Thumrait Air Base, Oman, for the U.S. Air Forces Central. The project included an in country field evaluation, assembling a base map of existing system components, preparation of a hydraulic model for determining system deficiencies, and preparing a 60%, 90%, and final report document.

Water Distribution System Improvements, Confidential Government Agency, Winchester, VA

Steve was the Project Manager for a water distribution system improvements project that included the design of two (2) 388,000 gallon water storage tanks, a 2,000 GPM constant discharge pressure pump station, new vertical turbine high service pumps, approximately 8,000 LF of 12" ductile iron water line, pressure reducing valve stations, and SCADA system improvements. The project also included the inspection and evaluation of the facilities existing raw water line from its raw water intake to the water treatment plant. Additional services



EDUCATION

B.S., Engineering Technology - (Civil Emphasis), Fairmont State University

REGISTRATIONS

Professional Engineer

- WV [REDACTED]
- PA [REDACTED]
- MD [REDACTED]

CERTIFICATIONS

Permit & Non Permit Confined Space Entry

10 Hour OSHA Construction Safety & Health

SafeLand

First Aid / CPR

PROFESSIONAL AFFILIATIONS

American Society of Highway Engineers

Fairmont State University Technology Advisory Board

West Virginia Rural Water Association

included design charrettes, narratives, cost estimates, and permitting.

Residential/Commercial Development

Fisher Mountain Estates, LGI, Pendleton County, WV

Steve was the Assistant Project Manager for a 1000-lot residential subdivision which includes conceptual land plans, final construction drawings for roads, utilities, water treatment plant and storage tanks, wastewater treatment plant, and permitting.

Water

Kanawha Falls Water System Improvements, Kanawha Falls PSD, Gauley Bridge, WV

Steve was the Project Manager for the preliminary design and detailed design services for a water system extension project to provide potable water service to approximately 50 new customers in the Kanawha Falls and Boonesborough area of Fayette County, West Virginia. The project includes the construction of a new distribution system and a 30 GPM hydro-pneumatic booster pump station.

Water System Improvements Phase II, City of Shinnston, Shinnston, WV

Steve was the Project Manager for the preliminary and final engineering design services for the replacement of approximately 11 miles of existing 10" cast iron water line with new 12" PVC water line from the City's water treatment facility to the connection point in the City limits. Preliminary engineering services included the planning of proposed line replacement improvements, feasibility studies, and assistance in obtaining project funding. Final design included the line replacement, the design of a Johnson Screen at the raw water intake, and bid package preparation.

Fairmont-Mannington Water Main, City of Fairmont, Marion County, WV

Steve was the Project Manager for the planning, design, and construction inspection of a 13-mile water main extension from the City of Fairmont to serve the City of Mannington. The project included mapping, route surveys utilizing GPS, assistance in obtaining project funding, design of the 13-mile, 12-inch, and 16-inch water main, preparation of specifications, bid and contract documents, right-of-way acquisition, construction surveys, and construction management and inspection services.

Jane Lew Water System Improvements, Jane Lew PSD, Lewis County, WV

Steve was the Project Manager for the design and construction of approximately 11,500 LF of two-inch galvanized waterline including valves, the removal and replacement of 25 existing gate valves, the installation of 17 new gate valves in the existing distribution system, and installation of 13 bypass meters. The project also included the installation of an eight-inch diameter river crossing pipe to replace an existing crossing, the installation of a supervisory control and data acquisition (SCADA) controlled solenoid valve station and booster chlorination station. Additionally, the project included the extension of 1,500 LF of two-inch polyvinyl chloride water line and a 37 GPM booster pump station to provide

service to six new customers and included the fencing of the existing 100,000 gallon water storage tank for security purposes.

Stonewood Water System Improvements, City of Stonewood, Stonewood, WV

Steve was the Project Manager for conducting a water loss study for the City of Stonewood that identified that the unaccounted water loss ranged on average from 15 to 30 percent. The water loss study included the review of the existing system data, acoustical testing, correlation testing, pressure evaluations, evaluation of break reports and review of the billing records. Steve also provided oversight of design for the proposed improvements. The project was designed for the replacement of the 50 year old existing water distribution system throughout the City of Stonewood's residential communities. The construction was completed in 2015.

Alpine Lake Water System Improvements, ALPUC, Preston County, WV

Steve was the project engineer for the preliminary design, detailed design, and construction services for a water system improvement project. Improvements to the water system included the design of four booster pump station upgrades, distribution line replacement, and storage tank improvements. The project also included the planning and design of two new source wells and the design and construction of a new potable water treatment facility.

Water System Improvements, City of Shinnston, Shinnston, WV

Steve was the Project Engineer for the planning, design, and construction inspection services for a water distribution system upgrade for the City of Shinnston. Services included the mapping and hydraulic modeling of the existing water distribution network, the identification of problem areas, forecasting future water usage for projected growth areas and the completion of funding applications, detailed design drawings, specifications, bidding, and contract documents, solicitation of bidders and recommendations for award. CEI services include constructability reviews, construction management, project inspection, processing routine pay requests and the preparation of as-builts drawings. The project successfully reduced unaccounted for water from 35% to 10%.

Wastewater

Town of Farmington Wastewater Improvements, Town of Farmington, Farmington, WV

Steve performed inflow and infiltration investigation by means of visual inspection, smoke testing, dye testing, and television video. Steve was also responsible for overall design of improvements, bidding documents with technical specifications, bidding procedures, construction engineering, and budget control. Steve provided construction management duties during the construction phase of improvements that included the construction of a 125,000-GPD oxidation ditch wastewater treatment plant.

Sanitary Sewer Improvements Phase I, City of Shinnston, Shinnston, WV

Steve was the Project Manager for the preliminary and final engineering design services for the sanitary sewer system improvements for the Shinnston Sanitary Board. The project consisted of the study of the city's entire sanitary sewer system and identifying areas where significant amounts of inflow and infiltration are entering the sanitary sewer system and proposing corrective action. Preliminary engineering services included extensive sanitary sewer evaluation surveys, which included detailed field inspections of existing facilities, smoke and dye testing, flow monitoring, line videos, and hydraulic modeling. Preliminary engineering services also included the planning of proposed improvements, feasibility studies, and assistance in obtaining funding. Final design of accepted alternatives, bid package preparation, construction management and inspection services, and as-built drawing preparation were also part of this project.

Sanitary Sewer Improvements Phase II, City of Shinnston, Shinnston, WV

Steve was the Project Manager for the preliminary and final engineering design services for the sanitary sewer system extensions for the Shinnston Sanitary Board. The project consists of the extension of gravity sewer collection and transmission system into areas outside of the City of Shinnston corporate limits to provide public wastewater treatment to approximately 170 new customers. The project area encompasses areas know as Drain Hill, WV20 (Haywood Road), Gypsy Hill, and Gypsy Hill Road. The new system will include six new duplex pump stations and will transport customer wastewater to the City of Shinnston existing wastewater treatment plant.

Barry Street Sanitary Sewer Evaluation Survey (SSES), City of Fairmont, Fairmont, WV

Steve was the Project Manager for providing SSES to determine the cause of basement flooding of 10 residents from the sanitary sewer system along Barry Street in the City of Fairmont. The work included smoke testing the Barry Street drainage shed that provides sanitary and storm sewer service to approximately 200 City of Fairmont customers to determine illegal connections to the sanitary sewer system. Steve performed dye testing and coordinated Close Circuit TV inspection services to determine the cross connections of the storm sewer to the sanitary sewer. A written report was provided summarizing the deficiencies found and provided a written recommendation for corrections that included a preliminary cost estimate for construction.

Sanitary Sewer Improvements, City of Fairmont, Fairmont, WV

Steve was the Project Engineer for the preliminary and final engineering design services for the sanitary sewer system improvements for the Fairmont Sanitary Board. The project consisted of the study of the city's entire sanitary sewer system and identifying areas where significant amounts of inflow and infiltration are entering the sanitary sewer system and proposing corrective action. Preliminary engineering services included extensive sanitary sewer evaluation surveys, which included detailed field inspection of existing facilities, smoke and dye testing, flow monitoring, line videos, and hydraulic modeling. Preliminary engineering services also included the planning of proposed improvements,

feasibility studies, and assistance in obtaining funding. Final design of accepted alternatives, bid package preparation, construction management and inspection services, and as-built drawing preparation were also part of this project.

Dakota/Meredith Springs Wastewater System Extension, City of Fairmont, Marion County, WV

Steve was the Project Engineer for the planning, design, and construction inspection services for a sanitary sewer extension serving approximately 100 residences in the Meredith Springs/Dakota Camp Area within the City of Fairmont service area. The project also included the preparation of a facilities plan and funding applications for submission to the West Virginia Department of Environmental Protection. Design services included the routing and design of a gravity sewer system, manholes, lift stations, and all appurtenances, the preparation of specifications, bidding, and contract documents, solicitation of bidders, and recommendation for award. Steve was also responsible for providing construction management services and overseeing construction inspection services including constructability review, project inspection, contractor pay request reviews and as-built drawing preparation.

Sanitary Sewer Improvement Project, City of Grafton, Grafton, WV

Steve was the Project Engineer for investigating and recommending sanitary sewer improvements that were necessary for compliance with the City of Grafton's Long Term Control Plan (LTCP). The planned improvements included the installation of a new sanitary collection system in the older downtown area of the city that currently has a combined storm/sanitary system. The project will include approximately 10,000 LF of line installation, along with 54 manholes.

Town Of Flemington Sewer System, Town of Flemington, Taylor County, WV

Steve was responsible for the preparation of the preliminary engineering report, funding applications, overall design, bidding documents with technical specifications, bidding procedures, construction engineering, and budget control for a sanitary sewer collection and treatment system. The project consisted of nearly six miles of gravity and pressure collections lines. The project also included the design and construction of four sewage lift stations and a 50,000-GPD extended aeration wastewater treatment plant. Other responsibilities included the acquiring of a wasteload allocation, West Virginia Public Service Commission certificate, West Virginia Division of Environmental Protection National Pollutant Discharge Elimination System permit, West Virginia Division of Highways permit and all other permits necessary for construction.

Kingmill Valley PSD Sewer Upgrades Phase II, KMVPSD, Marion County, WV

Steve prepared the preliminary engineering report for the submission to the West Virginia Infrastructure Jobs and Development Council for the design and construction of a new wastewater collection system for the Millersville area of Pleasant Valley, West Virginia. The project also included the design of upgrades to nine existing wastewater pumping stations. Preliminary engineering report

included preliminary engineering design, cost estimates, and proposed funding scenarios.

Wastewater System Improvements, Town of Franklin, Franklin, WV

Steve prepared for submission to the West Virginia Infrastructure Jobs and Development Council for a preliminary engineering report detailing the proposed upgrades and improvements to the Town of Franklin's existing 200,000 GPD lagoon system wastewater treatment plant. The project also included collection system improvements by means of internal pipe lining systems and the installation of the new manholes within the Town's older downtown collection system. Steve also provided final design of the proposed improvements.

Jeffrey J. Boyles, P.E.

Project Manager II

Jeffrey J. Boyles, P.E. (Jeff), Project Manager with CEC, has more than 8 years of experience in civil engineering.

Jeff is experienced in several aspects of civil engineering including potable water system design, hydraulic modeling, sanitary sewer system design, site design, storm water design and asbestos inspection. The depth of his experience is in potable water system design. He has designed several water booster pump stations, water storage tanks, and pressure reducing valve stations for systems of all sizes.

Jeff has prepared and received approval for West Virginia Bureau for Public Health Permits for water and wastewater projects, Commonwealth of Virginia, Department of Health, Office of Drinking Water, Waterworks Permit; Erosion and Sedimentation Control Permits; West Virginia Department of Environmental Protection (WV DEP); Pennsylvania Department of Environmental Protection (PADEP) National Pollutant Discharge Elimination System (NPDES); PADEP Sewage Facilities Planning Modules; and West Virginia DOH MM-109 Permits.

PROJECT EXPERIENCE

Residential Development

Fisher Mountain Estates - Proposed Water System Project, LGI, Pendleton County, WV

Project Engineer. Jeff assisted in design of a new water system for a proposed 642-lot subdivision in Pendleton County. This project design included a 200-gallon-per-minute water treatment plant, 178,000-gallon water storage tank, three booster pump stations, and approximately 8,500 LF of waterline. Jeff worked with other staff engineers to develop the treatment method required to provide safe drinking water to the future residents of Fisher Mountain Estates. He performed hydraulic calculations necessary to ensure all proposed customers would have adequate pressure as required by the West Virginia Bureau for Public Health. Jeff also compiled cost estimates, specifications, design manual and permit applications.

Meadowlark Estates Waterline Extension, Meadowlark Estates LLC, Preston County, WV

Project Manager. Jeff provided project management in addition to engineering design for a water system extension to serve the Meadowlark Estates Subdivision. The project design consisted of approximately 5,500 LF of waterline extension. Design services included construction plans and specifications for the water system extension, cost estimates and permit applications.



EDUCATION

B.S., Civil Engineering, West Virginia University

REGISTRATIONS

Professional Engineer

- WV [REDACTED]
- PA [REDACTED]
- OH [REDACTED]
- VA [REDACTED] 1

CERTIFICATIONS

Permit & Non Permit Confined Space Entry

10 Hour OSHA Construction Safety & Health

SafeLand

First Aid / CPR

Licensed Asbestos Inspector

Water**Water Storage Tank Repainting and Rehabilitation Project, City of Fairmont, Fairmont, WV**

Project Manager. Jeff provided project management in addition to writing project specifications for the rehabilitation and repainting of the City of Fairmont's two (2) 1,000,000 gallon Allegheny Water Storage Tanks.

Water System Extension Project, Kanawha Falls Public Service District, Fayette County, WV

Project Manager. Jeff provided project management in addition to engineering design for a water system extension project which included extending Kanawha Falls Public Service District's potable water system approximately 11,000 LF to provide service to approximately 50 new customers. The project also included design of a 30 GPM hydro-pneumatic booster pump station, 1,000 LF aerial bridge crossing. Additional services included providing a design manual, construction plans and specifications for the water system extension, and permit applications.

Water Loss Assessment, Town of Monongah, Monongah, WV

Project Engineer. Jeff worked with the Town of Monongah to identify and assess water loss throughout their system. He compiled billing records, pumping records, and plant records to identify discrepancies. Jeff recommended the town begin to replace water meters to capture revenue for water sold. As the town did this, the numbers for unaccounted water loss was reduced.

Water System Extension Project, Town of Lumberport, Lumberport, WV

Project Engineer. Jeff was the Project Engineer for a water system improvements project which included the replacement of approximately 17,500 LF of deteriorating waterline, design of a hydro-pneumatic booster pump station, new river crossings, and water treatment plant upgrades. Services included providing a preliminary engineering report, funding application, construction plans and specifications for the water system improvements , and permit applications.

Clifton Mills Water System Improvements Project, Preston County Public Service District #4, Preston County, WV

Project Engineer. Jeff was the Project Engineer for a 47,500 LF water system extension project which extended drinking water to 190 additional customers. Services included providing a preliminary engineering report and funding application preparation and construction plans for water line extensions, improvements and upgrades to the water treatment plant and water wells.

Water Distribution System Improvements Project, Confidential Government Agency, Confidential location, VA

Project Engineer. Jeff was the engineer of record for a water distribution system improvements project that included the design of two (2) 388,000 gallon water storage tanks, a 2,000 GPM constant discharge pressure pump station, new

vertical turbine high service pumps, approximately 8,000 LF of 12" ductile iron water line, pressure reducing valve stations, and SCADA system improvements. The project also included the inspection and evaluation of the facilities existing raw water line from its raw water intake to the water treatment plant. Additional services included design charrettes, narratives, cost estimates, and permitting.

Lenox/Cuzzart Water System Extension Project, Preston County Public Service District #4, Preston County, WV

Project Engineer. Jeff provided engineering service to design, permit, bid, and inspect the construction of a 42-mile water system extension to serve approximately 400 new customers in the Lenox and Cuzzart area of Preston County, West Virginia for the Preston County Public Service District #4. The project included the design of the water distribution system, which included four water storage tanks, four booster pump stations, and three pressure reducing valves. The Abandoned Mine Lands division of the West Virginia Department of Environmental Protection (WVDEP/AML) and the West Virginia Infrastructure and Jobs Development Council provided funding for this project. The project was initiated by the WVDEP/AML because the areas water sources were significantly impacted by coal mining operations prior to permitting requirements enacted in 1977.

Rehabilitation of Water Intake Structure, United States Department of the Interior, National Park Service, Williamsport, MD

Project Engineer. Jeff provided engineering design of a new water intake structure in the Conococheague Creek for the National Park Service's Cushwa Basin, an interpretive historic site, which is part of the Chesapeake and Ohio Canal system. In addition to the water intake structure, this project included the design of a pneumatic backwash system for the water intake screen, a coffer dam, pump station improvements, access road design, storm water design, a precast concrete building with controls for the backwash system, and electrical system upgrades. Additional services included providing a Condition Assessment Report, Cost Estimates, permitting, construction plans and specifications, meeting minutes, and product data cut sheets.

Water System Improvements Project, City of Shinnston, Shinnston, WV

Project Engineer. Jeff provided engineering design for the water system improvements project which consisted of raw water intake improvements, approximately 43,500 LF of 12" waterline replacement, and two new river crossings. Jeff also compiled cost estimates, specifications, design manual and permit applications.

Hudson to State Line Waterline Extension Project, Preston County Public Service District #4, Preston County, WV

Project Engineer. Jeff designed the proposed water system extensions, assembled Preliminary Engineering Report and Design Manual, compiled cost estimate, performed tank designs, booster pump station designs, pressure

reducing valve design, and developed a hydraulic model of the entire system. The project consisted of a 73-mile water system extension to serve approximately 650 new customers in multiple areas of Preston County, West Virginia for the Preston County Public Service District #4. The project included the design of the water distribution system, which includes four water storage tanks, two booster pump stations, and one pressure reducing valve. The project was initiated by the WVDEP/AML because the areas water sources were significantly impacted by coal mining operations prior to permitting requirements enacted in 1977.

Water System Improvements Project, City of Stonewood, Stonewood, WV

Project Engineer. Jeff designed the alignment of the proposed water line to avoid conflicts with other utilities; in addition, he compiled cost estimates and assembled a preliminary engineering report for funding. The project consisted of design, permit, bid, and inspection of the construction of water line replacements throughout the majority of the City of Stonewood's aging water system. The project replaced approximately 8.2 miles of deteriorating cast iron lines with modern PVC C-900 water lines to reduce repairs and leaks and to improve the water distribution system accountability.

Water System Improvements Project, Town of Grant Town, Grant Town, WV

Project Engineer. Jeff designed project plans and specifications, in addition to providing the Town of Grant Town with resident project inspection and overseeing other resident project inspectors from the field. He compiled and tracked all daily quantities and developed corresponding pay requisites to pay contractors for work completed. While in the field, Jeff designed and secured funding, permits and clearances for multiple change orders. Improvements designed in this project include water line replacements, water line extensions, and a booster pump station. He performed hydraulic calculations necessary to complete design of line work and the booster pump stations. Jeff also compiled cost estimates, specifications, design manual and permit applications.

Wastewater

Alternative Sewer System Analysis, West Fork On-Site Community Cooperative, Harrison County, WV

Project Manager. Jeff created a preliminary engineering report for the West Fork Co-Op. The report analyzed the four communities of Arlington, Glen Falls, Dawmont, and Gore and compares four different alternatives to provide sanitary sewer service to those communities. The alternatives include a conventional gravity system, a grinder pump low-pressure style system, and a combination of alternative systems, including individual on-site and cluster systems. The cluster system includes individual septic tanks for primary treatment, gravity collection of effluent and pumping the grey water to an onsite treatment system. Jeff compiled field data, developed preliminary layout plans, tabulated construction cost estimates for the four alternatives, and compiled the data to be used as part

of the preliminary engineering report.

Long Term Control Plan, City of Grafton, Grafton, WV

Project Engineer. Jeff wrote a long-term control plan to help the City of Grafton to become compliant with their combined system overflows. He performed extensive drainage calculations on individual sewer-sheds to show how separation projects would benefit the city. Then Jeff performed cost estimates for each sewer-shed separation. All the data was compiled into a long-term control plan that was submitted to and approved by the West Virginia Department of Environmental Protection.

Sanitary Sewer System Improvements Project, City of Grafton, Grafton, WV

Project Engineer. Jeff provided engineering service for sanitary sewer improvements that included the installation of a new sanitary collection system in an area of an older city that currently has a combined storm/sanitary system. The project included approximately 10,000 LF of line installation, along with 54 manholes.

Sewer System Improvements and Upgrades, Town of Franklin, Franklin, WV

Project Engineer. Jeff conducted sewer system evaluation survey work to identify problem areas in the sewer collection system. He also performed preliminary design to compile preliminary cost estimates and assembled the preliminary engineering report, which was submitted to the West Virginia Infrastructure and Jobs Development Council for funding. The project consisted of wastewater treatment plant upgrades and sewer collection line rehabilitation. The wastewater treatment plant upgrades consisted of a new site pump station, replacement of existing lagoon liners, replacement of floating baffles, chlorination/dechlorination upgrades, a new bar screen conveyor system, and aeration system upgrades. The sewer collection line rehabilitation consisted of more than 7,300 LF of cured in place line rehabilitation, 36 manhole insertions, 4,500 LF of new collection line, and 19 new manholes.

Zachary M. DeMarco, E.I.T.

Assistant Project Manager

Zach is a graduate of West Virginia University (WVU) College of Engineering and Mineral Resources. He graduated with a Bachelor of Science in Civil Engineering. While at WVU he completed a variety of civil engineering classes to become well-rounded in the different aspects of the civil engineering field. Zach is an Assistant Project Manager in the Bridgeport, WV office of CEC.

PROJECT EXPERIENCE

Town of Lumberport Water System Improvements, Lumberport, WV

Zach performed the design, preliminary report, permitting, funding, and the production of contract documents and technical specifications for a water system improvements project that included the installation of approximately 3 miles of new PVC water line in place of the deteriorating cast iron and transite water lines that serve the current Town of Lumberport customers. The project also included two river crossings with leak detection, reservoir structure upgrades, and a new control system at the Water Treatment Plant.

PSD #4 - AML #2 Hudson to State Line Project, Preston County, WV

Zach completed the Preliminary Engineering Report, served as an engineer for the water line design, assembled the design manual, compiled cost estimates, performed tank designs, booster pump station designs, pressure reducing valve design, and developed the electronic hydraulic model of the Preston County PSD #4 Water Distribution System. The AML #2 - Hudson To State Line project consisted of a 62-mile water system extension to serve approximately 330 new customers in five areas of Preston County, West Virginia for the Preston County Public Service District #4. The project included the hydraulic design of the waterline distribution system; including four water storage tanks, three booster pump stations, upgrades to an existing pump station, and one pressure reducing valve.

City of Shinnston Water System Improvements, Shinnston, WV

Zach assisted in the design, preliminary report, permitting, funding applications, and the production of contract documents and technical specifications for a water system improvements project that included the installation of approximately 43,260 LF of 12" C-900 water line in place of the existing 10" cast iron water line that serves as the main transmission line from Shinnston's Water Treatment Plant into the City's limits. The project included two river crossings and a total of approximately 2,045 LF of 4", 6", and 8" PVC C-900 water line for resale customers and residential customer reconnections to the water main. This project also required Raw Water Intake improvements that include the installation of a passive intake screen with a fully automated cleaning system, replacement of the 250 HP motors, replacing the "soft start" motor controls with VFD's and the replacement of two pump discharge check and gate valves.



EDUCATION

B.S., Civil Engineering, West Virginia University

REGISTRATIONS

Engineer in Training

- WV [REDACTED]

CERTIFICATIONS

Permit & Non Permit Confined Space Entry

10 Hour OSHA Construction Safety & Health

SafeLand

First Aid / CPR

Licensed Asbestos Inspector

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Clifton Mills Waterline Extension, Preston County, WV

Zach assisted in the design, preliminary report, permitting, and specifications of a water system extension project for 79 additional customers. The project included installing approximately 10.5 miles of new water line extensions to the proposed Clifton Mills area to serve 83 new customers, 20 fire hydrants, added a third filter and new clearwell tank to the water treatment plant, installing a new raw waterline from existing Bruceston Mills well #4 to the WTP, installation of telemetric devices at existing tank locations, and fencing of the Hudson Tank and four existing Bruceston Mills well sites.

City of Stonewood Water System Improvements, Stonewood, WV

Zach was the engineer that provided the design, permitting, bidding, inspection, and construction management services for the construction of water line replacements for the majority of the City of Stonewood's aging water system. The project replaced approximately 8.7 miles of deteriorating cast iron lines with modern PVC water lines to reduce repairs and leaks, and improve the water distribution system accountability.

PSD #4 - Lenox/Cuzzart Waterline Extension, Preston County, WV

Zach was one of the engineers to design, permit, bid and inspect the construction of a 44-mile water system extension to serve 334 new customers in the Lenox and Cuzzart areas of Preston County, West Virginia for the Preston County Public Service District #4. The project included the design of the waterline distribution system, four water storage tanks, four booster pump stations, three pressure reducing valves, 40 fire hydrants, and the installation of telemetric communication devices.

Town of Anmoore Sanitary Sewer Capacity Evaluation, Anmoore, WV

Zach performed an evaluation of the capacity in the existing Town of Anmoore Sanitary Sewer System required by a WV Public Service Commission case filed against the Town for the rejection of acceptance of wastewater flow provided by a new apartment complex. Zach selected strategic locations to have the flow metered and evaluated the capacity to provide the town with a recommendation and report to satisfy the court order.

City of Shinnston Sanitary Sewer Improvements, Shinnston, WV

Zach assisted with the design of sanitary sewer improvements for the City of Shinnston's wastewater collection and treatment system to provide reduction of Inflow and Infiltration, provide access for system maintenance, and improve the treatment process. Five areas will require the removal, replacement, separation, and/or relocation of existing sewage collection lines. The Wastewater Treatment Plant will be upgraded to allow the extra capacity for three (3) areas that will be extensions of the system included with this project. Each of the proposed areas of improvements have been analyzed and evaluated in different degrees and methods in preparation of proposed improvements. The areas selected for improvements were selected on the basis of owner comments and suggestions,

severity of problems (both current and future), and preliminary estimated construction cost.

City of Stonewood - Sewer System Evaluation Survey (SSES), Stonewood, WV

Zach assisted with a SSES to determine the cause of inflow & infiltration to the sanitary sewer system in the City of Stonewood. Work included smoke and dye testing the City of Stonewood collection systems to determine illegal connections to the sanitary sewer system. Illegal connections can be the connection of roof leaders (down spouts), drive way drains, and foundation drains. Zach also provided a written report summarizing the deficiencies found and provided a written recommendation for corrections including a preliminary cost estimate for construction.

Kingmill Valley PSD - Sanitary Sewer System Improvements, Marion County, WV

Mr. DeMarco assisted in the design, preliminary report, permitting, specifications, and inspection of the Kingmill Valley P.S.D. Sanitary Sewer System Improvements to enhance the operation and reliability of the existing system. The improvements included 7,357 LF of new PVC sewer lines, 27 new manholes, 3,355 LF of new 8" Force Main, 9 lift station upgrades, and a system wide SCADA system for communication to all ten lift stations.

Appendix B

CEC Capabilities

B.1 Municipal Wastewater Management and Treatment

B.2 Municipal Water Distribution Systems

B.3 Municipal Water Supply

B.4 Municipal Drinking Water Treatment

Municipal Wastewater Management and Treatment

CEC provides technical, regulatory and consulting assistance to address wet weather program issues and nutrient compliance requirements for existing wastewater treatment systems.

CEC has completed a broad range of wastewater management, collection and treatment projects for municipal clients, including:

- Wastewater Collection System, Pump Station and Forcemain Design and Engineering
- Wastewater Treatment, Retention and Discharge
- Surveying
- Nutrient Removal
- Wetlands Management and Surface Water Resource Engineering
- Water Quality Management
- Process Treatment Assessment
- Construction Phase Services
- Geotechnical Engineering
- Solid and Hazardous Waste Management

Municipal wastewater is often complex, and successful treatment systems often involve more than one technology or approach. CEC assists clients with determining appropriate technologies by conducting bench-scale and pilot-scale tests in our laboratories or on site.

CEC employs biologic wastewater treatment solutions, including:

- Extended Aeration
- Activated Sludge
- Sequenced Batch Reactors



- Package Plants
- Lagoon/Aeration
- Nitrification/Denitrification Systems
- Biological Nutrient Removal/Enhanced Nutrient Removal
- Recalcitrant Dissolved Organic Nitrogen (RDON)
- Pharmaceutical and Personal Care Products (PPCP) Endocrine Disruption Removal Technology
- Acid Mine Drainage Treatment

PRACTICES

- Civil Engineering*
- Ecological Sciences*
- Environmental Engineering and Sciences*
- Waste Management*
- Water Resources*

INDUSTRIES

- Manufacturing*
- Mining*
- Natural Gas*
- Power*
- Public Sector*
- Real Estate*
- Solid Waste*

Municipal Water Distribution Systems

CEC provides engineering, design, and construction services for new and/or improved capabilities of municipal water distribution systems.

CEC provides municipalities with full-service capabilities including studies, analysis, and engineering, and also can provide additional support for:

- Financing and Funding
- Surveying
- Design Drawings and Specifications
- Bidding- and Construction-Related Services

Distribution Analysis

CEC hydraulically analyzes existing and proposed transmission mains and local lines of a community's water distribution system. The analyses identify lines and areas requiring upgrading or reinforcing to meet local needs, Fire Underwriters Survey recommendations, and EPA requirements. Thorough hydraulic analyses of distribution systems and storage tanks can provide strategies for additional or replacement water storage tanks.

Elevated and Ground Storage Tanks

CEC designs elevated water storage tanks and standpipes to provide water ready for delivery without pumping. Storage tanks that float hydraulically on the system stabilize pressures, provide water for firefighting, and allow plants to treat water at a more constant rate where their operation works best and is most efficient.

CEC also designs ground storage tanks with pumping facilities as an economical alternative to elevated storage tanks. CEC designs and prepares final drawings and specifications for bidding tanks, and provides construction-related services.



Pump Stations

Pump stations are used to boost area pressures and to separate pressure zones hydraulically. This commonly occurs in larger systems or when surface topography reduces area pressures significantly. CEC analyzes the community's specific needs and designs in-line booster pumps or pump stations with associated ground or elevated storage to increase area pressures.



PRACTICES

Civil Engineering
Ecological Sciences
Environmental Engineering and Sciences
Waste Management
Water Resources

INDUSTRIES

Manufacturing
Mining
Natural Gas
Power
Public Sector
Real Estate
Solid Waste

Municipal Water Supply

CEC offers engineering, design, and construction services to provide new or improved raw water supply facilities for municipal drinking water treatment plants.

CEC's engineers and scientists assess the community's needs and develop alternatives for water supply.

Groundwater Supply

Experienced hydrogeologists locate, test, and develop well fields. CEC also prepares associated wellhead protection and contingency plans.

Raw Water Pump Stations

CEC has experience designing raw water pump stations and intake structures for surface water sources including:

- Bar Racks and Traveling Screens
- Pumps (Vertical Turbine and Horizontal Split-Case)
- Anti-Vortex Devices
- Hydropneumatic Systems and Surge Relief Valves
- Cone and Gate Valves

CEC also assesses existing pumps, valves, or sluice gates, considering refurbishment versus replacement. Refurbishment can provide savings compared to the cost of new equipment, and often results in equipment having a comparable or longer life expectancy.



Chemical Pre-Treatment

CEC designs chemical feed systems for treating raw water. Permanganate compounds can be used to control invasive mussels and oxidize harmful algal blooms.



Powdered activated carbon systems can be used to adsorb and remove toxins, organics, and compounds causing tastes and odors. Pre-treatment solutions also can reduce TOC and TTHMs in the distribution system.

Reservoirs

Reservoirs can be constructed to supply a community with water or supplement stream flow during extended periods of dry weather. CEC's professionals have experience in:

- Siting and Ecological Studies
- Design and Hydrology
- Geotechnical Explorations and Stability
- Inlet/Outlet Structures
- Piping and Pumping Systems

Reservoir sites can be enhanced by adding recreational features such as picnic areas, trails, or boat launches, and ecological features such as fish reefs and spawning areas.

Unique Solutions

CEC develops innovative solutions for unique problems and conditions. Experienced engineers and scientists provide tailor-made designs that result in reliable, efficient, and easily maintained facilities.

PRACTICES

Civil Engineering
Ecological Sciences
Environmental Engineering and Sciences
Waste Management
Water Resources

INDUSTRIES

Manufacturing
Mining
Natural Gas
Power
Public Sector
Real Estate
Solid Waste

Municipal Drinking Water Treatment

CEC offers engineering, design, and construction services to provide new or improved water treatment facilities or expansions to existing water treatment facilities for municipal drinking water systems.

CEC engineers and scientists provide comprehensive services to study and design new facilities, or modify, expand or replace existing facilities.

Larger Surface Water & Groundwater Plants

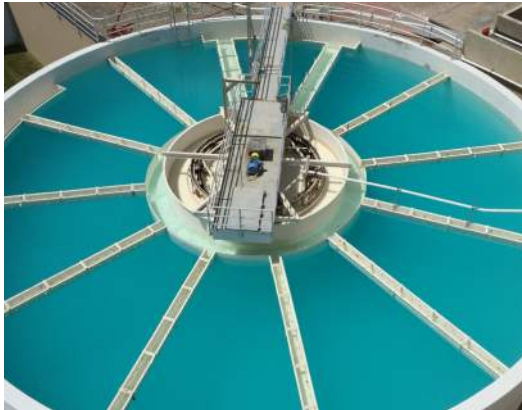
CEC designs larger surface water treatment facilities and groundwater plants that clarify and/or soften raw water with lime or lime and soda ash. CEC designs chemical storage, feed systems, and treatment processes for:

- Taste and Odor Control
- Clarification (turbidity removal)
- Softening
- Iron and Manganese Removal
- Stabilization
- Disinfection

CEC also designs solids handling, storage, and disposal facilities.

Smaller Groundwater Plants

CEC designs smaller groundwater treatment plants to remove methane, iron, manganese, and hydrogen sulfide. Aeration and chemical oxidation systems are designed to convert soluble iron and manganese into elemental iron and manganese for removal by either gravity or pressure filters.



CEC can further reduce any remaining soluble manganese after aeration and chemical oxidation by using synthetic greensand filter media in lieu of conventional sand media. The greensand is maintained by feeding the proper amount of potassium permanganate.

Natural water hardness can be reduced to locally acceptable levels with an optional cation exchange process. Treated water is stabilized with a sequestering chemical and disinfected before being pumped to users.

Membrane Systems

When conditions require advanced treatment technologies, CEC designs pre-treatment processes needed for the successful use of membrane technologies. In addition, CEC works with suppliers to design and specify membrane systems that treat water to very high quality standards.

Treated Water Storage & Pumping

CEC designs finished water storage and high-service pump stations to meet EPA maximum day requirements plus fire flow conditions. When conditions require, designs for elevated storage tanks or ground storage and pump stations provide and maintain local distribution system pressure requirements.

PRACTICES

Civil Engineering
Ecological Sciences
Environmental Engineering and Sciences
Waste Management
Water Resources

INDUSTRIES

Manufacturing
Mining
Natural Gas
Power
Public Sector
Real Estate
Solid Waste

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.

Civil & Environmental Consultants, Inc.

(Company)

Dennis E. Miller, Vice President

(Authorized Signature) (Representative Name, Title)

(304-933-3119) (304-933-3327)(11/16/2015)

(Phone Number) (Fax Number) (Date)

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.

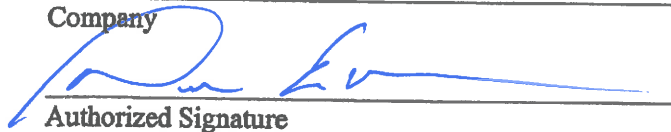
Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <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.

Civil & Environmental Consultants, Inc.

Company


Authorized Signature

11/16/2015

Date

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

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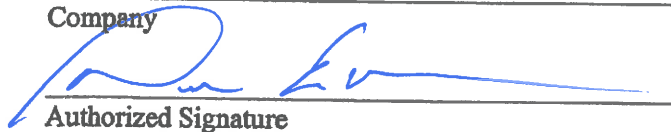
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Civil & Environmental Consultants, Inc.

Company


Authorized Signature

11/16/2015

Date

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

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: Civil & Environmental Consultants, Inc.

Authorized Signature: [Signature] Date: 11/16/2015

State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 16th day of November, 2015.

My Commission expires May 10, 2017.

NOTARY PUBLIC Sherry B. Flesher

Purchasing Affidavit (Revised 08/01/2015)

