



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
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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

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Procurement Type: Central Contract - Fixed Amt

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Vendor ID: 000000207662

SO Doc ID: HSE160000002

Legal Name: G A COVEY ENGINEERING

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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 184203

**Solicitation Description :** Addendum No. 3-Responses attached and extend the bid opening

**Proc Type :** Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation No	Version
	2016-03-09 13:30:00	SR 0606 ESR03081600000004163	1

<b>VENDOR</b>
000000207662 G A COVEY ENGINEERING

**FOR INFORMATION CONTACT THE BUYER**  
 Tara Lyle  
 (304) 558-2544  
 tara.l.lyle@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	Professional engineering services				

Comm Code	Manufacturer	Specification	Model #
81100000			

<b>Extended Description :</b>	Professional engineering services
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# *DRAFT PROPOSAL FOR EXPRESSION OF INTEREST*

## **ENGINEERING SERVICES SPECIFIED:**

*RIVERINE FLOOD HAZARD ANALYSIS AND MAPPING SERVICES*

### PREPARED FOR:

*DEPARTMENT OF ADMINISTRATION, PURCHASING DIVISION  
2019 WASHINGTON STREET EAST  
CHARLESTON, WV 25305-0130*

### PREPARED BY:

*G.A. COVEY ENGINEERING  
394 WEST MAIN STREET  
P.O. BOX 185  
SUTTON, WV 26601*

*MARCH 7, 2016*

P.O. BOX 185  
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[gacovey@coveyengineering.com](mailto:gacovey@coveyengineering.com)



# ***DRAFT PROPOSAL FOR EXPRESSION OF INTEREST***

## **ENGINEERING SERVICES SPECIFIED:**

***RIVERINE FLOOD HAZARD ANALYSIS AND MAPPING SERVICES***

*Prepared for:*

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

*Prepared by:*

G.A. Covey Engineering, PLLC  
394 West Main Street  
P.O. Box 185  
Sutton, WV 26601  
Contact: Mr. Gary Covey, P.E. & Principal (304) 750-2203

***March 2016***

## Executive Summary

G.A. Covey Engineering, PLLC would like to submit this proposal to the Homeland Security and Emergency Management Agency. We are very interested and excited to provide the requested engineering services necessary for the development of enhanced approximate 1% annual chance (zone A) flood plains on the Federal Emergency Management Agency's (FEMA's) Flood Insurance Rate Maps and/or in areas without mapped flood risks. These services include hydrologic and hydraulic modeling, floodplain identification and mapping, digital flood insurance rate map development, data management, topographic data development, hazard mitigation planning, and community outreach.

Our company has economically served West Virginia for 25 years. The location of our office is within a 100-mile radius from all major sites in West Virginia. The centrality of our office allows for tremendous cost savings for our clients.

Over the years G.A. Covey Engineering, PLLC has branched into all the major disciplines associated with Civil Engineering. Our firm has completed several hundred flood proofing certificates over the years for both residential and commercial clients. We have proudly served Boord, Benchek, & Associates, Inc., Carson One Mining, Chesapeake Energy, Cross Roads Development, Go-Mart, Inc., Grenadier Energy, Mountain Cap, Southern Appalachian Labor School, and the WVDEP.

Our firm realizes the growing expenses of floodplain development. Our services will include hydrologic and hydraulic modeling, floodplain identification and mapping, digital flood insurance rate map development, data management, topographic data development, hazard mitigation planning, and community outreach. In providing such services we strive to keep our costs down to better serve the State of West Virginia and the local communities.

Our staff brings over 50 years of combined engineering experience to your project. At G.A. Covey Engineering, PLLC we are a motivated team and would love the opportunity to surpass your expectations in completing your project from start to finish. We sincerely appreciate this opportunity to submit our proposal for consideration. Please find enclosed our background, proposal statement, methodology, proposed management plan, project portfolio, conclusion, engineering services offered, relevant staff resumes, certificate of liability insurance, professional references, professional engineering licensing proof, and all required forms pertaining to this project are included and signed.

## Table of Contents

<b>Executive Summary</b> .....	<b>3</b>
<b>Background</b> .....	<b>5</b>
<b>Proposal Statement</b> .....	<b>6</b>
<b>Methodology</b> .....	<b>7</b>
<i>Gathering Data and Information</i> .....	7
<i>Developing Base (100-Year) Flood Elevations</i> .....	7
<i>Hazard Mitigation Planning</i> .....	7
<i>Mapping Services and Permits</i> .....	7
<i>Quality Control and Quality Assurance</i> .....	8
<i>Cost Control</i> .....	8
<b>Proposed Management Plan</b> .....	<b>9</b>
<b>Project Portfolio</b> .....	<b>10</b>
<b>Conclusion</b> .....	<b>12</b>
<b>Appendix A: Engineering Services Offered</b> .....	<b>13</b>
<b>Appendix B: Resumes</b> .....	<b>16</b>
<i>Gary A. Covey, RPE, PLS</i> .....	17
<i>Guy Covey</i> .....	19
<i>Theodore R. Zaras, EIT</i> .....	22
<i>Cecil L. Butcher III</i> .....	23
<i>Krystle Jean Morris</i> .....	26
<b>Appendix C: Certificate of Liability Insurance</b> .....	<b>27</b>
<b>Appendix D: Professional References:</b> .....	<b>28</b>
<b>Appendix E: Professional Engineering Licensing Proof</b> .....	<b>29</b>
<b>Appendix F: CEOI_HSE1600000002_Addendum No. 1</b> .....	<b>30</b>
<b>Appendix G: CEOI_HSE1600000002_Addendum No. 2</b> .....	<b>33</b>
<b>Appendix H: CEOI_HSE1600000002_Addendum No. 3</b> .....	<b>36</b>
<b>Appendix I: CEOI_HSE1600000002_Expression of Interest</b> .....	<b>41</b>
<b>Appendix J: Final_CEOI_HSE1600000002_1_CEOI_FORM</b> .....	<b>70</b>
<b>Appendix K: Final_CEOI_HSE1600000002_2_CEOI_FORM</b> .....	<b>74</b>
<b>Appendix L: Final_CEOI_HSE1600000002_3_CEOI_FORM</b> .....	<b>78</b>
<b>Appendix M: Final_CEOI_HSE1600000002_4_CEOI_FORM</b> .....	<b>82</b>
<b>Appendix N: Purchasing Affidavit</b> .....	<b>86</b>



## Background

G.A. Covey Engineering, PLLC is a full service consulting civil engineering, testing, inspection, and analytical services company. In regard to the Civil Engineering disciplines, we are knowledgeable in construction engineering, environmental engineering, geotechnical engineering, hydrology, and surveying. Our firm is also experienced in mining engineering. G.A. Covey Engineering, PLLC was established in 1991 by Gary Covey, who is a registered professional engineer and surveyor. We currently service West Virginia, Ohio, Pennsylvania, Maryland, and Virginia from our central location of Sutton, West Virginia.

G.A. Covey Engineering, PLLC provides civil site designs for all aspects of our projects. These designs have given us opportunities to work closely with local, state, and federal agencies. In addition, our firm performs permitting, applications, and submittals for our clients during both pre and post construction. We perform material/soil and concrete testing using our state certified construction inspectors. We offer quality control and observational inspections. Our staff is skilled in relevant environmental studies such as, leachate assessment, wetland delineation, and soil and groundwater sampling. As we perform all of our geotechnical services at our central office, we eliminate the need to subcontract for core drilling, material testing, and slope stability analysis. We survey projects relating to boundary, construction, ALTA, ASBUILT, and flood elevation certificates. Our firm has performed several hundred flood proofing certificates. In addition, our administrative team assists with bidding and plan preparation.

## Proposal Statement

G.A. Covey Engineering, PLLC asks to be included to provide riverine flood hazard analysis and mapping services on an as needed basis for the State of West Virginia.

**Our main objective is to develop enhanced approximate 1% annual chance (zone A) floodplains on the Federal Emergency Management Agency's Flood Insurance Rate Maps and/or in areas without mapped flood risks.** We will assist in creating a comprehensive flood risk map program. Our firm will obtain and review any existing base flood elevations and floodway data that may be available from FEMA, federal, state, and local agencies. If such information is unavailable, we will gather data from hydrologic and hydraulic modeling, floodplain identification and mapping, data management, and topographic data development. During all phases of the project, our firm will provide clear communication with all relevant agencies.

## Methodology

G.A. Covey Engineering, PLLC's approach will entail performing an analysis of floodplains in order for communities and agencies to properly plan and prepare for potential flooding conditions.

### *Gathering Data and Information*

In the floodplain analysis, we will gather any and all existing data for the region. We will conduct floodplain studies and/or computations from federal, state, or local agencies. With this, information obtained from those agencies can aid in determining the base flood elevation with little or no additional research, computation, or cost. Additionally, examples of existing data and/or information might include two-foot contour mapping, surveyed cross sections, and computer models.

### *Developing Base (100-Year) Flood Elevations*

In the event existing data or information does not exist, such data will need to be collected during our floodplain analysis. Analyzation of floodplains can be divided into two methods, **simplified** and **detailed**.

The **simplified** method is suitable to meet the NFIP regulations with regard to subparagraphs 60.3(a) (3&4) for developments in rural isolated areas. The simplified method cannot be used to complete an elevation certificate to be used for a flood insurance rating. The simplified approach estimates the base flood elevation at an acceptable level of accuracy in floodplain management. The simplified method consists of contour interpolation and data extrapolation. Contour interpolation is overlaying the approximate Zone A boundaries onto a topographic map to determine the base flood elevation. However, the base elevation from contour interpolation can only be assumed to be as accurate as one-half the contour interval of the topographic map used. Contour interpolation can be used to estimate the base flood elevations for riverine and lake flooding. With this, it is best to survey in the field the location of the boundary and elevation of the studied region. Cross sections of the region can then be provided. Data extrapolation can only be used for a site within 500 feet upstream of the stream reach and where a 100-year flood profile has been computed using the **detailed** method. Data extrapolation extends the water surface profile for short distances, thus showing the floodplain and the channel's bottom slope characteristics. This allows for a similar profile of downstream reaches.

The **detailed** approach for base flood elevation development can be determined by hand calculations or computer modeling. This approach is comprised of floodplain topography, flood discharge/volume, and flood height. The floodplain's topography aids in generating cross sectional data of the flow path, channel features, flood discharge areas, and structures. The flood discharge/volume is based on the hydrology for a particular region. The region's hydrology is modeled to determine the stream's peak flow rate during a flood. The region's hydrology can be modeled using: discharge-drainage area relationships, regression equations, NRCS TR-55 graphical peak discharge and tabular hydrograph methods, and the rational formula. The flood height referred to as the water-surface elevation during a flood is evaluated through the hydraulics of the region. The flood height consists of normal depth, critical depth, and step-backwater being calculated using the QUICK-2 program developed by FEMA.

### *Hazard Mitigation Planning*

G.A. Covey Engineering, PLLC would like to be included in development/updating the hazard mitigation planning. We hope to educate and give awareness of floodplains to the communities. It is then can we see the loss of life and property be reduced by lessening the impact of a natural disaster.

### *Mapping Services and Permits*

G.A. Covey Engineering, PLLC will generate all necessary documents to meet your needs in development of enhanced approximate 1% annual chance (zone A) floodplains on the Federal Emergency Management Agency's Flood Insurance Rate Maps and/or in areas without mapped flood risks. We will handle applicable permits will also be handled by us.

### ***Quality Control and Quality Assurance***

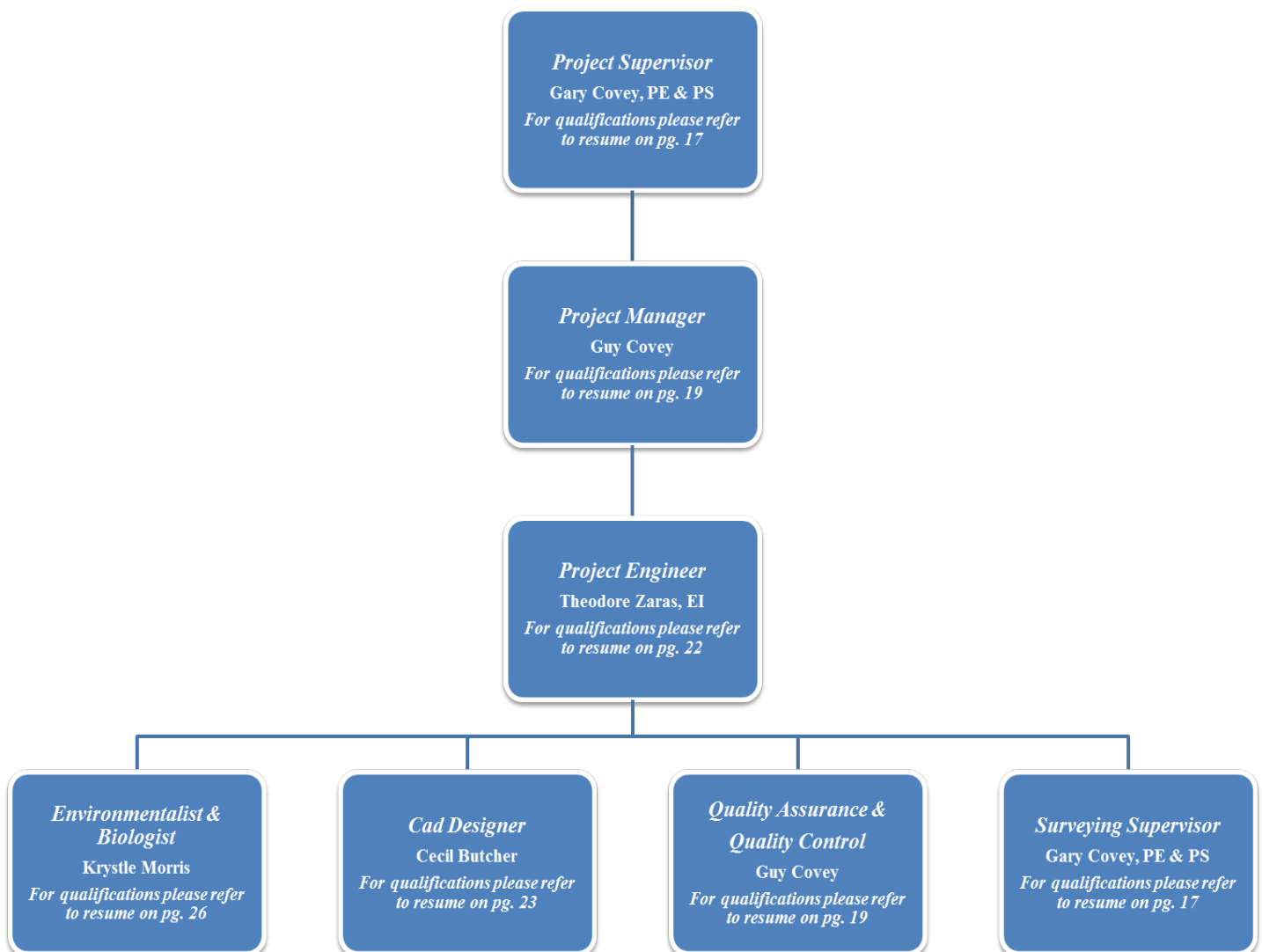
G.A. Covey Engineering, PLLC's will monitor all phases of this project to ensure that our work is completed in a timely and quality manner.

### ***Cost Control***

The project manager will monitor and evaluate the schedule, budget, and quality during this project. The project manager will make adjustments when time, cost, or quality are compromised. To further avoid potential conflicts, we will schedule weekly meetings about the project's progression to keep the Department of Homeland Security and Emergency Management informed. With this, our staff looks forward to working with the DHS in providing quality services that meets their expectations.

## Proposed Management Plan

The staff at G.A. Covey Engineering, PLLC will use their expertise in Auto CAD, civil engineering, site designs, drafting, environmental protection, floodplain analysis and proofing, permitting, projected cost estimations, hydrology, soil engineering, and surveying. Figure 1 outlines our proposed management plan. Please refer to Appendix B for complete qualifications for each member of the project.



**Figure 1:** *Proposed Management Plan*

## Project Portfolio

G.A. Covey Engineering, PLLC has been involved with several hundred flood proofing certificates over the years. We have provided services such as hydrologic and hydraulic modeling, floodplain identification and mapping, topographic data development, and surveying. The following is a list of our most recent projects.

### ***Boord, Benchek & Associates, Inc.***

We have performed over 20 geotechnical subsurface investigations in the past 3 years for this firm. Our investigations assess the design feasibility of well pads for several different energy companies. Our geotechnical reports include slope stability.

*Client: Ernie Benchek of Boord, Benchek & Associates, Inc.*

*Phone: (724) 746-1055*

### ***Carson One Mining – Adrian, West Virginia***

Our firm provided the engineering design, mine planning, refuse design, hydrology and drainage design, certifications, and permitting. Permitting included the WVDEP agency.

*Client: Jaime Bragg of Carson One Mining*

*Phone: (304) 472-3364*

### ***Chesapeake Energy and Grenadier Energy Corp***

We provided site designs, permitting, construction inspections, floodplain analysis and proofing, wetland delineations, wetland relocation design, and geotechnical assessments for the design and construction of water reservoirs larger than 32,000 cubic yards for well drilling operations. Permitting included agencies such as the NPDES, Army Corp of Engineers, EPA, and WVDEP.

*Client: Chesapeake Energy*

*Phone: (304) 517-1416*

*Client: Grenadier Energy*

*Phone: (281) 907-4120*

### ***Crossroads Development – Beckley, West Virginia***

For the crossroads development project our firm provided the site design, water and sewer design, floodplain analysis and proofing, permitting, and construction inspection services. Permitting included agencies such as the NPDES, WVDEP, and WVDOH.

*Client: Rodney LeRose*

*Phone: (304) 872-5555*

### ***Go-Mart, Inc. – Weston, Princeton, Lewisburg, Fairmont, Elkview, Williamstown, etc.***

For our various Go-Mart, Inc. projects our firm has provided site design, surveying, floodplain analysis and proofing, permitting, construction inspections, wetland delineation, and geotechnical drilling and site assessment. Permitting included agencies such as the NPDES, WVDOH, and Army Corp of Engineers.

*Client: Go-Mart, Inc.*

*Phone: (304) 364-8000*

### ***Monitoring of Groundwater – Northern West Virginia***

Our firm in a joint venture with Reliance Laboratories monitored and collected groundwater samples from wells on several landfills in West Virginia. Such landfills included Clarksburg, Elkins, Hampshire County, Marion County, Morgantown, Monongalia County, Nicholas County, Webster County, and etc.

*Client: WVDEP*

*Phone: (304) 926-0440*

***Mountain Cap – Weston, West Virginia***

For the Mountain Cap low income housing project our firm provided the site design, surveying, floodplain analysis and proofing, and permitting. Permitting included agencies such as the NPDES, WVDEP, and WVDOH.

*Client: Mountain Cap of West Virginia*

*Phone: (304) 765-7738*

***Southern Appalachian Labor School – Fayette County, West Virginia***

For the Southern Appalachian Labor School low income housing project our firm provided the site design, floodplain analysis and proofing, permitting, wetland delineation, and construction services on a management basis. Permitting included agencies such as the NPDES, WVDEP, WVDOH, and Army Corp of Engineers.

*Client: Mark Preast*

*Phone: (304) 779-2772*

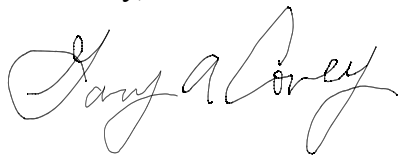
## Conclusion

We hope that you consider our firm as we are very excited about developing enhanced approximate 1% annual chance (zone A) floodplains on FEMA's flood insurance rate maps and/or in areas without mapped flood risks. At G.A. Covey Engineering, PLLC, we view this project as an opportunity to provide exceptional engineering services for the local communities of West Virginia. We pride ourselves in building positive working relationships with our clients. These relationships have remained strong and have attributed to our repeat business.

We would like to thank you for considering our proposal. Please do not hesitate to give us a call at (304) 750-2203.

We look forward to working with you!

Sincerely,

A handwritten signature in black ink that reads "Gary A. Covey".

Gary Covey



## Appendix A: *Engineering Services Offered*

### Civil Engineering

#### ❖ *Geotechnical Engineering*

- Landslide Evaluation and Remediation
- Slope Stability
- Groundwater and Seepage Investigations
- Shallow and Deep Foundation Studies and Designs
- Karst Region Investigations
- Retaining Wall Evaluation and Design
- Surface and Subsurface Investigations
- Core Drilling
  - Soil Testing Borings
  - Rock Corings
  - Auger Borings
  - Shelby Tube (Undisturbed Sampling)
  - Coal Exploration Borings
  - Coal Refuse Drilling and Refuse
  - Piezometer Installation
- Soil Classification
- Aggregate Analysis

#### ❖ *Environmental Engineering*

- Underground Storage Tank
- Wetland Delineation
- Permitting and Regulatory Compliance
  - NPDES
  - WVDEP
  - Army Corps of Engineers
  - Clean Air Act
  - Storm Water Pollution Prevention Plans
  - WVDOT
- Oil and Gas Related Environmental Services
- Laboratory Testing
- Ecological Services
  - Wetland Delineation
  - Wetland and Stream Mitigation
- Air Quality (Indoor)
  - Asbestos Surveys
- Waste Management
  - Site Characterization
  - Surface Water Drainage Design
  - Groundwater Monitoring Design
  - Closure Design
  - Slope Stability Analysis
  - Post-Closure Services
  - Borrow Area Investigations/Evaluations
  - Leachate (Collection) Investigations ~ Evaluations ~ Design
  - Water Treatment Stations

**❖ Construction Engineering**

- Earthwork Analysis
- Site Development
- Site Grading
- Roadway Design
- Site Layout
- Construction Inspections
- Material Testing
  - Compaction Testing (Certified WVDOH)
  - Aggregate Testing (Certified WVDOH)
  - Concrete Testing (Certified WVDOH)
- Construction Management
- Quality Control

**❖ Surveying**

- Highway Right of Way Surveys
- As-built Surveys
- Construction Surveys
- Boundary Surveys
- Subdivision Surveys
- Topographic Surveys
- Volumetric Surveys
- Oil and Gas Surveys
  - Well Plotting
- Mortgage Surveys
- ALTA Surveys
- ACSM Surveys
- Accident Surveys
- Flood Zone Surveys
- Flood Plain Surveys
- FEMA Flood Elevation Certifications
- Quantity Determination Surveys
  - Stockpiles
  - Bulk Excavation
- Timber Volume Estimates
- Mining Surveys
- Quarry Surveys
- Environmental Surveys
  - Wetland Delineation Location

**❖ Oil and Gas Industry**

- Preliminary Studies
- Permitting for all state and federal agencies
- Surveying
- Well Site Design
- Hold Pond Design
- Well Stake-out
- Environmental Assessment
- Pit Treatment and Discharge
- Water Sampling
- Reclamation

- Dike Construction
- Well Setup

❖ **Laboratory Testing**

- Aggregate Gradations
- Moisture Content
- Moisture-Density Testing
  - 5 Point Proctor
    - ASTM D-698
    - ASTM D-1557
- Soil Classification
  - Atterberg Limits
    - Liquid Limits (LL)
    - Plastic Limits (PL)
    - Plasticity Index (PI)
  - Grain Size Distribution
- Specific Gravity
- Soil pH
- Compliance Monitoring
  - Drinking Water
  - Groundwater
  - Surface Water
  - Soils
- Sampling Services
  - Groundwater Monitoring
  - Courier Services
  - Sampling Gathering
- Analytical Services
  - Organic chemicals
  - Nutrients
  - Salts
  - Trace Pollutants
  - Microbiological Contaminants
- Compressive Strength Testing
  - Concrete Cylinders
  - Grout Cubes
  - Grout Prisms
  - Mortar Cubes

## Appendix B: *Resumes*

## ***Gary A. Covey, RPE, PLS***

### ***Registered Professional Engineer and Land Surveyor***

*Office: (304) 750-2203*

*Cell: (304) 860-5751*

*gary.covey@coveyengineering.com*

#### **Summary of Qualifications:**

- Registered Professional Civil Engineer with proven experience in civil, mining, and environmental engineering.
- Knowledgeable in all phases of construction site design, soils analysis, drainage design, slope stability analysis, "mine, oil, natural gas, and highway permitting", construction inspection and management, sewer and waterline design and permitting, and wetlands and stream analysis and mitigations.
- Ability to provide practical and innovative solutions to site design and permitting problems in the mining and construction industries.
- Seasoned project design and management skills in planning, supervision, budgeting, construction estimating and report preparations.
- Adept at communications and regulatory liaison activities for project resolutions and remediation.
- License Professional Surveyor involved with construction activities as well as private properties and boundary disputes.
- Licensed Professional Engineer in West Virginia, Pennsylvania, and Ohio.

#### **Technical Expertise:**

- Civil Engineering design planning permitting and storm water design and permitting in the highway and commercial development industries.
- Mining engineering planning design and permitting for underground and surface mining operations throughout West Virginia since 1977.
- Planning and managing exploration programs for coal, gas, and aggregates.
- Project design for highways mining, and commercial developments.
- Construction management, and quality control testing on major highways, commercial developments, landfills, bridges, and waterline construction
- Construction estimates and bidding in the construction industries.
- Wetlands studies and construction remediation.
- Stream relocation and remediation.
- Water collection and acid mine water treatment design and monitoring on Mining Sites.

#### **Technical Expertise Continue:**

- Mine reserve analysis and studies for coal acquisitions and developments.
- Interpretation and clarification of Federal and state mining and environmental regulations.
- Professional Land Surveyor involved with construction surveying and layout.
- Boundary surveying and property line disputes.
- Resolving boundary issues between land owners.
- Aerial mapping coordination and acquisition.
- GPS surveying and control.
- Hydrological analysis and drainage design on construction and mining projects
- Drainage and structural fill construction certification for state and federal requirements.

### Career Progression:

- **G. A. Covey Engineering, PLLC** 1991- Present  
 Gassaway, WV  
**Position:** Owner Operator, Professional Engineer and Land Surveyor. Civil and Mining Engineering, surveying and permitting throughout West Virginia.
- **Oneida Coal Company**  
 1988-1991  
**Position:** Chief Engineer, Mine planning and permitting, reserve studies and coal analysis for mining activities.
- **Monongahela Power Company** 1985-1988  
**Position:** Engineering Technician, Transmission and distribution electrical line design, inspection, planning, construction estimation and budgeting.
- **Brackenrich and Associates:**  
 1977-1985  
**Position:** Engineering Technician preparing mine and oil and gas permits throughout West Virginia.

### Education:

Bachelor of Science Degree Civil Engineering, West Virginia University

Army Corp. of Engineers Wetlands Delineation and Management Program Certification

West Virginia Department of Highway Certified Soils, Asphalt, Aggregate and Concrete Technician for material control and testing on highway projects in WV

## **Guy Covey**

### ***Project Manager and Construction Inspection Supervisor***

*Office: (304) 750-2203*

*Cell: (304) 860-5751*

*guy.covey@coveyengineering.com*

#### **Summary of Qualifications:**

- Project manager for several Marcellus Shale Well Legs, Well Pads, and Fresh Water Impoundments.
- Worked closely with the client and DEP to provide construction plans and permits that meet all of the current needs and requirements.
- Construction inspection supervisor for all types of foundation, earthwork, highway and commercial structures.
- Extensive experience conducting lab soils analysis, lab concrete strength analysis, soils compaction, asphalt compaction, concrete testing, aggregate compaction and lab analysis.
- Experienced in technical report writing.
- Proficient in reading, understanding, and implementing engineering designs
- Proficient with Microsoft Word and Excel to create daily technical reports for various projects.
- Experienced supervisor
- Ensure employees are trained and equipped with all the tools to complete their job successfully.

#### **Skills include:**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• 9 yrs as a WV State Certified Compaction Inspector</li> <li>• 10 yrs as a WV State Certified Concrete Inspector</li> <li>• 10 yrs as an ACI National Certified Concrete Testing Technician Grade 1</li> <li>• 11 yrs Experience in Construction Inspection and Testing</li> </ul> | <ul style="list-style-type: none"> <li>• Managing the inspection, surveying, design, and permitting of commercial properties, oil and gas well pads, well legs, and fresh water impoundments</li> <li>• 6 yrs as inspector supervisor; creating project specific forms and reports</li> <li>• Database-backed online computer reporting</li> <li>• Training and guidance of construction inspectors.</li> </ul> |
|--|---|

#### **Experience:**

**G.A. Covey Engineering, PLLC**

**5/2009 – Present**

Project Manager/Construction Inspection Supervisor

#### **Description of work performed:**

- Team manager for design engineers, surveyors, construction inspectors on various commercial, highway, and gas field construction projects.
- Directed, monitored, supervised, scheduled, and trained a large team of inspectors to monitor the construction of large scale fresh water Impoundments, slip repairs, and well pads for the gas extraction industry in state and out of state locations.
- Working with clients, engineering firms, and the environmental agencies to insure that the design and specifications were being followed and erosion and sediment implements were installed and functioning as designed.
- Managed the completion of four Marcellus well pads and three fresh water impoundments from the initial topo, through the boundary surveying, well permitting, geotechnical review, project design, and construction.

- Supervised the construction inspections of 150+ well pads and 50+ fresh water impoundments, and numerous slip repairs for the natural gas extraction industry.
- Managed 14+ construction inspectors; including the training in use of soils testing equipment, training in field reporting using computer word and excel reports (for the luxury of immediate next day review for the client and design engineer), monitoring all ongoing projects and conducting report reviews, and assisting the inspectors and contractors on in the field solutions for small issues on the job sites to continue the projects in a timely and efficient manner.
- Created an internet reporting and filing platform that can be accessible to the client and design engineer for next day review to monitor site progress and identify and correct any issues as they arise.
- Conducted the aggregate and concrete testing for a new section of heavy highway along Corridor-H.
- Testing for compaction and concrete conformance on multiple DOH bridge, roadway, water and sewer projects.
- Performed lab soils analysis, lab soils proctors, aggregate gradations, concrete strength testing, geotechnical boring analysis, and soil permeability testing.

**Experience Continued:**

**CTL Engineering**

**5/2005 – 5/2009**

Field and Lab Engineering Technician

**Description of work performed:**

- Performed as a field and lab engineering technician; conducting concrete testing, concrete cylinder strength testing, soils compaction testing, aggregate compaction testing and gradations, materials sampling, lab soils analysis, lab soils proctors, core borings, rebar inspections, and permeability testing.
- Conducted water, sewer, and storm line construction inspections as a third party for the Morgantown Utility Board.
- On-site Inspection of construction for upgrades to the water, sewer, and storm systems in the greater Morgantown area. Reporting directly to the design engineer and helping to provide solutions for construction issues that arose.
- Conducted soils and concrete testing, foundation inspection, and rebar inspection on numerous commercial, highway, bridge, power plant, school, and residential building projects.
- Oversaw the caisson drilling and construction for a multi-million-dollar AAA High Schools foundation. Ensuring proper rock socket depth, caisson diameter, rebar and concrete placement, proper top elevation and fully documented drill logs.
- Inspection of liner placement for water impoundments, flyash pits, and landfills. Soil permeability testing of the clay liner.
- Conducted concrete testing and rebar inspections for the construction of a slip formed 550ft scrubber stack upgrade at Ft. Martin Power Plant.
- Performed inspections of numerous soil slip repair projects, ensuring proper excavation of and placement of toe keys and slope repair.

**Experience Continued:**

**U.S. Army**

**7/2000 – 8/2004**

Infantryman/NCO

Combat Veteran, serving as an Infantryman in the 10<sup>th</sup> Mountain Division. Served as a non-commissioned officer, team leader, machine gunner, rifleman, and a radio operator.

- Served in Operation Enduring Freedom from 2003-2004 as a team leader, machine gunner, and radio operator. Conducted combat operations in Afghanistan.



- Served in Operation Joint Guardian - KFOR from 2001-2002 as the task force Tactical Action Center radio operator. Conducted tactical peace keeping operations with NATO in Kosovo.
- Earned the Combat Infantry Badge, Expert Infantry Badge, and Parachutists Badge along with numerous other citations.

### **Education and Training:**

#### **West Virginia University**

**9/2004 – 5/2009**

Civil Engineering – degree not completed

- Safe Land USA Basic Safety Course (2014)
- WVDOH Compaction Inspector Certification (2006)
- WVDOH Concrete Inspector Certification (2005)
- WVDOH Aggregate Sampler Certification (2006)
- American Concrete Institute(ACI) Concrete Field Testing Technician - Grade I (2005)
- Troxler Nuclear Gauge Safety Training (2010)
- Troxler HAZMAT Certification (2010)

***Theodore R. Zaras, EIT***

***Civil Engineer in Training***

*Office: (304) 750-2203*

*Cell: (304) 644-4629*

*ted.zaras@coveyengineering.com*

***Education:***

**West Virginia University**

Bachelor of Science in Civil Engineering

Overall GPA: 3.924/4.0 – Major GPA: 4.0/4.0

**Spring 2012 – Spring 2015**

**West Virginia University Institute of Technology**

Pursuing a Bachelor of Science in Civil Engineering

Overall GPA: 4.0/4.0 – Major GPA: 4.0/4.0

**Fall 2011**

**Work Experience:**

**G.A. Covey Engineering, Sutton, WV**

**May 2009-Present**

- Site inspector for three water impoundment pond reclamations
- Site inspector for four well pads
- Rodman for land surveys
- Certified Soil and Aggregate Compaction Technician (2016)
- Certified Portland Cement Concrete Inspector (2011)
- Wrote daily field reports for all reclamations and well pad constructions
- Worked closely and communicated with employees and subcontractors daily to coordinate work on projects
- Civil engineer in training, EIT (May 2015-Present)
- Written eight geo-technical reports for various clients
- Field engineer for several core drillings
- Earthwork analysis
- Survey plat drawings
- Courthouse research
- Title search and documentation
- Sinkhole investigation
- Subsurface investigation
- Technical writing
- Proposal writer

**Honors and Awards:**

West Virginia Engineering Scholarship

August 2012-2015

President's List

Fall 2011, Fall 2012, Fall 2013, Spring 2013, Fall 2014, Spring 2014, Spring 2015

Dean's List

Spring 2012

Barnes Award

Spring 2015

**Computer Skills**

Microsoft Word, Excel, Power Point, Internet Researching Skills, AUTOCAD, Revit, Carlson, Survey Pro, SMI/Eagle Point, Typing Speed – 60 wpm

## ***Cecil L. Butcher III***

### ***Project Engineer***

*Office: (304) 750-2203*

*Cell: (304) 644-7034*

*jb.butcher@coveyengineering.com*

### **Education:**

#### **West Virginia University Institute of Technology**

**1996 – 2002**

A.S. Civil Engineering Technology

Additional Education Relating to Civil Engineering and Drafting

### **Experience:**

#### **Britton Engineering, Inc.**

**1997 – May, 2001 (Intern) & May, 2001 – September, 2009**

#### **G.A. Covey Engineering**

**February 8, 2010 – Present**

### **Civil Engineering Technician / Surveying**

- Building Design / Site Design / Construction Projects / Site and Grade Stakeout
- Inspection of Design and Construction Projects
- Quantity / Cost Estimates
- Project Specification / Contract Development
- Highway / Haulroad Design
- Concrete Foundation Design
- Subdivision Design
- Mine Mapping (Surface and Underground)
- Working With geographic information systems / Topographical Maps / Raster Image Underlays in AutoCAD
- Various Aspects of Surface Mine Permitting
- (i.e. prospect permits, inactive status permits, valley fills, drainage, regrade, subsidence, highwall miner hole layout and calculations, etc.)
- Survey Transitman/ Rodman (Site Grading, Cut and Fill, Building and Foundation Corner Stakeout)
- Courthouse Research and Deed Plotting
- Underground Mine Mapping / Takeup Mapping / Elevation and Control Loop Survey Check / End of Month Totals
- Grant Applications for Funding Through the West Virginia Department of Transportation / Federal ARRA Grant Applications

### **Computers - Maintenance / Networking / Web Design**

- Maintaining Hardware, Software, Windows Network, and Network Office Network for Windows XP Professional, Windows 7 OS Computers, and a Windows Server 2003 OS Server.
- Simple web page design with Microsoft Publisher / Ftp site creation

### **Design Software Proficiency**

- Auto CAD 2010
- Eagle Point Civil / Survey Software
- Carlson 2012 Civil / Survey / Hydrology Modules
- Microsoft Office 2007 Suite
- Photoshop
- WVDEP E-Permitting
- NIOSH Pillar Design & Spacing Software
- FileZilla FTP software

## Projects

### Wyoming Co. Workshop

- Dust Collection and HVAC Project
  - Design drawings, specifications, contract documents / inspections, communication with owner and contractor
- Parking Lot Improvement Project
  - Design drawings, specifications, contract documents / site surveys, construction stakeout, inspections, and communication with owner and contractor / drainage, grading, and paving of existing lot and expansion area

### Summersville Memorial Hospital

- Water Tank Rehabilitation Project
  - Design drawings, specifications, contract documents / communication with owner and contractor / asbestos removal, replacement of piping and boiler / application of interior / exterior paint system for 100,000 gal. pedestal water tank
- Parking Lot Addition / Access Road / Helipad
  - Design drawings, specifications, contract documents / site surveys and construction stakeout, inspections / designed 110 space parking lot and access roads expansion requiring 29,000 yards of control fill placement, electrical service, lighting and construction of new helipad / communication with owner and contractor, West Virginia Department of Transportation, and Federal Aviation Administration

### Fenwick Mountain P.S.D.

- Water Tank Rehabilitation Project
  - Design drawings, specifications, contract documents / communication with owner and contractor/ lead paint removal and disposal / application of interior and exterior paint system for 20,000 and 50,000 gal. tanks

### Carter Machinery Company, Inc.

- Regional Service Center
- Site design drawings, architectural and foundation drawings / conceptual renderings of a completed project site surveys and construction stakeout / inspections, and communication with owner and contractor for a 29,000 sq. ft. office / service bay area, and warehouse facility. Aspects of design of a 3,800 ft. sanitary sewer extension, 1,000 ft. water line extension / coordinated power line relocation with AEP Cascade Passing Lane. Establish Centerline for realignment of existing road and construction of new uphill passing lane for a one mile section of road that included design, cut / fill balance calculations, profiles, cross sections, road section details, box culvert bridge, and rock cut through / quantity and cost estimates per the WV DOT cost and quantity items list

### Wyoming County Economic Development Authority

- Hon. John D. Rockefeller IV Industrial Park
  - Designed foundation drawings, specifications, contract documents / communication with owner and contractor for the purchase and installation of two 11,250 sq. ft. shell buildings / prepared design, bid documents and contract documents for interior completion of these buildings / Including electrical design, concrete floor, plumbing and machine doors for facilities

### Webster County Economic Development Authority

- Bakers Island Recreation Area Master Plan
  - Site design and drawings, measurements, cost and quantity estimates, conceptual renderings of a completed project for improvements to the Baker's Island Recreation Area. This master plan includes the layout and design for a proposed welcome center to Baker's Island, removal and

replacement of the aged wood chopping pavilion with a new steel structure that is ADA compliant, a performance stage, new picnic pavilion, additional parking, landscaping plan, drainage plan, new vendor layout for festivals, and upgrading walking trail. This master plan also includes upgrades to the ball field that include the replacement of fencing, field drainage, new dugouts, and moving existing lighting back to meet WVSSAC and Little League Standards. The plan also incorporates a new camping area that is to be established around the Historic Railroad Depot.

- WV Recreational Trails Application / ARRA Application
  - Site design and drawings / measurements, cost and quantity estimates / conceptual renderings of a completed project for improvements to the 0.62 mile ADA compliant walking trail that encompasses Baker's Island
- Transportation Enhancement Application ARRA Application
  - Site design and drawings / cost and quantity estimates / conceptual renderings of a completed project for an ADA Compliant welcome center and new wood chopping pavilion / picnic area for Bakers Island

#### Town of Marlinton

- Sidewalk Project
  - Evaluation of existing sidewalks / design drawings, specifications, contract documents / communication with owner and contractor / inspection of 11,850 feet of new and rehabilitated ADA compliant sidewalks

#### Nicholas County Board of Education

- Nicholas County Schools
  - Assess facilities of each school in the county / mark up floor plans to show entry and exit points to the buildings, room numbers, location of power shutoffs, fire alarm panels, fire extinguishers, fire hydrants and standpipes, and interior / exterior gas and water shut off valves / develop updated color coded floor plans / convert AutoCAD files to PDF Format that can be easily accessed by 911 and emergency services personnel in case of an emergency situation

## ***Krystle Jean Morris***

### ***Environmental Technician and Office Assistant***

*Office: (304) 750-2203*

*Cell: (304) 678-6722*

*krystle.morris@coveyengineering.com*

#### **Education:**

##### **Glenville State College**

**2007 – 2011**

Bachelor of Science in Natural Resource Mgmt., Environment Science and Minor in Business

#### **Work Experience:**

##### **G.A. Covey Engineering**

**February 1, 2012 – Present**

Environmental Technician/Office Assistant

#### **Duties:**

- Receiving and entering time, creating invoices, receiving invoices, answering phone calls, updating vehicle maintenance records, receiving and entering bills, receiving and entering payments.

#### **Permit experience and submittal experience with:**

- Air Quality Permit Registration (WVDEP)
- NPDES (Storm Water) Permit applications (WVDEP)
- Prospecting (Bond Release) Permits (WVDEP)

#### **Environmental training:**

- EHS WV Waters Training
- WV Mine Drainage Symposium
- Richard Chinn's Environmental Training
- The Swamp School Wetland Delineation training
- Wetlands & Aquatic Fauna Hydrology Indicators training
- Wetland Plant Identification Training

#### **Licenses and Certifications:**

- West Virginia Class E Driver's License, License number [REDACTED]
- Nuclear Gauge Safety Certification
- HAZMAT Certification
- WVDOH Materials Certification - Portland Cement Concrete Inspector
- American Concrete Institute – Grade I Concrete Field Technician

# Appendix C: Certificate of Liability Insurance



GACOVEY-01 PATRICKB

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/11/2016

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

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

<b>PRODUCER</b> Ramsey Insurance Agency, Inc. 340 MacCorkle Ave. SE Charleston, WV 25314	<b>CONTACT NAME:</b> _____
	<b>PHONE (A/C, No, Ext):</b> (304) 345-8000 <b>FAX (A/C, No):</b> (304) 345-8014 <b>E-MAIL ADDRESS:</b> _____
<b>INSURED</b>  G A Covey Engineering PLLC 394 West Main Street PO BOX 185 Sutton, WV 26601	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : Mesa Underwriters Specialty Insurance Company
	INSURER B : Am Trust
	INSURER C : Torus National Insurance Company
	INSURER D : Brickstreet Insurance      12372
	INSURER E : Imperium Insurance
INSURER F : Lloyds	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			MP0047001001355	10/08/2015	10/08/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			WPP1150140-01	10/08/2015	10/08/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			81938P150ALI	10/08/2015	10/08/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCB1016389	03/14/2015	03/14/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Employment Practices			EHG-2000418-00	10/08/2015	10/08/2016	1,000,000
F	Professional Liab.			LCH0042/015	08/28/2015	08/28/2016	Per Claim/Aggregate 1,000,000

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

<b>CERTIFICATE HOLDER</b>  Proof of Insurance	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

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## **Appendix D: *Professional References:***

Allegheny Surveys, Inc  
237 Birch River Rd  
Birch River, WV 26610  
Contact: Ben Singleton  
Phone: (304) 649-8606

Boord, Benchek & Associates, Inc  
394 W. Main St. 345 Southpointe Blvd Suite 202  
Sutton, WV 26601 Canonsburg, PA 15317  
Contact: Ernie Benchek  
Phone: (724) 746-1055

Collins Building & Contracting  
3406 Corley-Caress Road  
Flatwoods, WV 26621  
Contact: Roger Collins  
Phone: (304) 765-3521

Honor Brothers Engineers  
140 S 3rd St #2  
Clarksburg, WV 26301  
Contact: Mark Hornor  
Phone: (304) 624-6445



# Appendix E: Professional Engineering Licensing Proof



## **Appendix F: *CEOI\_HSE160000002\_Addendum No. 1***

# SOLICITATION NUMBER: CEOI– HSE1600000002

## Addendum Number: 1

---

The purpose of this addendum is to modify the solicitation identified as CEOI HSE1600000002 (“Solicitation”) to reflect the change(s) identified and described below.

### Applicable Addendum Category:

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

### Description of Modification to Solicitation:

1. The bid opening has moved from 02/16/2016 to 02/23/2016.
2. Responses to vendor questions will be issued under separate addendum.

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

### Terms and Conditions:

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CEOI HSE160000002**

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

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

**Addendum Numbers Received:**

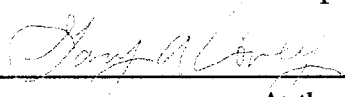
(Check the box next to each addendum received)

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

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

G.A. Covey Engineering, PLLC.

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

March 7, 2016

\_\_\_\_\_  
Date

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

## **Appendix G: *CEOI\_HSE160000002\_Addendum No. 2***

**SOLICITATION NUMBER: CEOI– HSE1600000002**  
**Addendum Number: 2**

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The purpose of this addendum is to modify the solicitation identified as CEOI HSE1600000002 (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

1. Responses to vendor questions will be issued under separate addendum.
2. The bid opening has moved from 02/23/2016 to 03/01/2016.

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

**Terms and Conditions:**

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CEOI HSE160000002**

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

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

**Addendum Numbers Received:**

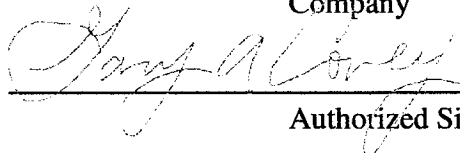
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input type="checkbox"/> Addendum No. 1            | <input type="checkbox"/> Addendum No. 6  |
| <input 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 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.

G.A. Covey Engineering, PLLC.

Company



Authorized Signature

March 7, 2016

Date

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

## **Appendix H: *CEOI\_HSE160000002\_Addendum No. 3***



# SOLICITATION NUMBER: CEOI– HSE1600000002

## Addendum Number: 3

---

The purpose of this addendum is to modify the solicitation identified as CEOI HSE1600000002 (“Solicitation”) to reflect the change(s) identified and described below.

### Applicable Addendum Category:

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

### Description of Modification to Solicitation:

1. Responses to vendor questions attached.
2. The bid opening has moved from 03/01/2016 to 03/09/2016.

**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**  
**CEOI HSE160000002 - ADDENDUM NO. 3**

**Questions:**

- Q1: As stated in Section 3.2, would you expand on “best available digital aerial photography”, i.e. minimum quality standards?
- A2: 1 foot pixels or smaller.
- Q2: How many projects do you anticipate awarding or issuing for the Expression of Interest during the applicable period?
- A2: We anticipate having 6 – 10 counties advisory flood heights done by the end of the contract.
- Q3: Is the Vendor required to have West Virginia Licensed Professional Engineers on staff? Does proof need to be submitted as part of the Expression of Interest (this appears to be what is indicated in the CEOI)?
- A3: See Section Three: Project Specifications, Item No. 3 – Qualification and Experience. Proof should be provided with the proposal, however, this information must be provided prior to contract award.
- Q4: How would Vendor Preference points theoretically be factored into the 100 available points as described in Section 3.4 Vendor Ranking?
- A4: The vendor ranking points (100 points possible) as stated in Section 3.4 of the CEOI HSE160000002 is not considered vendor preference points. This section is the evaluation criteria for the evaluation committee. Vendor preference does not apply to Expressions of Interest.
- Q5: Section 2.5.7 of AIA Document B101-2007 requests states that certified copies of the insurance policies may be required. Our company generally will not provide certified copies of polices, only certification of overall coverages and limits. Can this requirement be removed?
- A5: No, this requirement cannot be removed. Please see Section 8 – Required Documents in the General Terms and Conditions. Under the Insurance tab in this section states in part, “the apparent successful vendor shall furnish proof of the following insurance prior to contract award and shall list the state as a certificate holder.

- Q6: As noted in the CEOI, 50 points are possible based on a vendor's 'Approach and methodology for meeting Goals and Objectives'. The project goals and objectives include the development of enhanced approximate 1% annual chance (zone A) floodplains and additional comprehensive, but not specific, Risk MAP services. For the sake of remaining concise, should proposed technical approach focus predominantly on the development on enhanced approximate floodplains rather than the full suite of potential comprehensive services?
- A6: According to WV Code §5G-1-1 states in part, "to procure architectural or engineering services or both on the basis of demonstrated competence and qualification for the type of professional services required".
- Q7: Do you want key staff qualifications and experience submitted in resume form?
- A7: See Section Three: Project Specifications, Item No. 3 – Qualification and Experience.
- Q8: Are you requesting actual copies of staff certifications and degrees, such as diplomas, or is a listing of what degrees and certifications each key staff has sufficient?
- A8: See Section Three: Project Specifications, Item No. 3 – Qualification and Experience. Proof should be provided with the proposal, however, this information must be provided prior to contract award.
- Q9: Please clarify what is meant by "enhanced." Does this simply refer to updating and providing more accurate floodplains than Zone A floodplains that currently exist for some West Virginia counties?
- A9: The project goals and objectives are outlined in Section Three: Project Specifications, Subsection 4.
- Q10: Can you provide more specifics on what data management services are requested, such as only those related to data developed for flood studies?
- A10: See response to Question 6 above.

**Other Information:**

1. The bid opening has moved from 03/01/2016 to 03/09/2016.
2. In the event that Vendor is submitting a paper response, the Vendor shall submit one (1) original response plus three (3) convenience copies of each to the Purchasing Division at the address provided in Section 6 of the Instructions to Vendors. Vendors may choose to submit the response via wvOASIS.
3. No additional questions will be accepted on this CEOI.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CEOI HSE160000002**

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

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

**Addendum Numbers Received:**

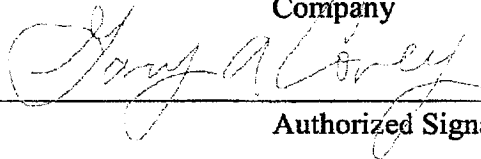
(Check the box next to each addendum received)

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

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

G.A. Covey Engineering, PLLC

Company



Authorized Signature

March 7, 2016

Date

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

## **Appendix I: *CEOI\_HSE160000002\_Expression of Interest***

# EXPRESSION OF INTEREST

## Architectural/Engineering Services

### 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 Homeland Security and Emergency Management (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
2. **PROJECT:** The mission or purpose of the project for are being solicited is to provide riverine flood hazard analysis and mapping services for the State of West Virginia on an as needed basis. This project is for the development of enhanced approximate 1% annual chance (zone A) floodplains on the Federal Emergency Management Agency’s (FEMA’s) Flood Insurance Rate Maps and/or in areas without mapped flood risks. In addition, services provided under this solicitation may include comprehensive FEMA Risk MAP program support including but not limited to the following:

- HYDROLOGIC AND HYDRAULIC MODELING;
- FLOODPLAIN IDENTIFICATION AND MAPPING
- DFIRM(DIGITAL FLOOD INSURANCE RATE MAP) DEVELOPMENT;
- DATA MANAGEMENT
- TOPOGRAPHIC DATA DEVELOPMENT
- HAZARD MITIGATION PLANNING;AND
- COMMUNITY OUTREACH

# EXPRESSION OF INTEREST

## Architectural/Engineering Services

In addition to the development of updated and enhanced approximate 1% annual chance floodplain boundaries, water-surface elevation and depth grid data will be required based on the updated analyses. The updated floodplains should be based upon U.S. Army Corps of Engineers HEC-RAS hydraulic modeling. This information will be made available to communities and stakeholders through the West Virginia Flood Hazard Determination Tool website to better manage flood risk and floodplain development.

### 3. SCHEDULE OF EVENTS:

Release of the EOI.....	01/25/2016
Firm's Written Questions Submission Deadline. ....	02/04/2016
Addendum Issued .....	TBD
Expressions of Interest Opening Date.....	02/16/2016
Estimated Date for Interviews (wk of ?).....	TBD

**EXPRESSION OF INTEREST**  
Architectural/Engineering Services

**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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: February 4, 2016 by 4:00 pm

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

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

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

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

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

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, 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: February 16, 2016 at 1:30 pm

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.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to

include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

# EXPRESSION OF INTEREST

## Architectural/Engineering Services

### SECTION THREE: PROJECT SPECIFICATIONS

1. **Location:** Agency is located at 1900 Kanawha Blvd. Bldg. 1, Room EB-80, Charleston, WV 25305 and the Project will be completed at various floodplains throughout the State of WV.
2. **Background:** This project is to acquire and utilize preliminary base map information as well as the best available digital aerial photography for several West Virginia counties. To obtain and utilize the most accurate and up-to-date topographic data for the WV area of study to support the updated floodplain analysis. All approximate streamlines to be studied shall be developed using a combination of the best available ortho-photography and elevation data. Approximate streamlines shall be projected in West Virginia Plane State coordinate system. Vendors should include with proposal the updated S\_WTR\_LN layer for new studies of approximate streams for inclusion into FEMA's existing Digital Flood Insurance Rate Map database.
3. **Qualifications and Experience:** Vendor must be a Licensed Professional Engineer and licensing proof must be submitted. 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.
4. **Project and Goals:** The project goals and objectives are:
  - 4.1 This project is for the development of enhanced approximate 1% annual chance (zone A) floodplains on the Federal Emergency Management Agency's Flood Insurance Rate Maps and/or in areas without mapped flood risks.
  - 4.2 The agencies goal is to create a comprehensive flood risk map program including but not limited to: Hydrologic and hydraulic modeling; Floodplain identification and mapping; DFIRM development; Flood risk assessment and communication; Data management; Topographic data development; Hazard mitigation planning; and Community outreach.

# EXPRESSION OF INTEREST

## Architectural/Engineering Services

- 4.3 The successful firm must demonstrate a clear procedure for communication with the Agency during all phases of the project.
- 4.4 This Engineering firm should have professional disciplines necessary for the project needs.
- 5. 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:**
- “Evaluation and Award Process” will be conducted with the three (3) firms selected as the most qualified by WV DHSEM selected committee. The Committee will schedule the interviews.
- The format for the interviews will be 15-30 minute Power Point presentations that consists, at a minimum, of the following:
- A) Corporation/Personnel experiences as it relates to the project(s).
  - B) Proposed project plan
  - C) Key personnel available for the proposed work
  - D) Product quality control
  - E) Project cost control



# EXPRESSION OF INTEREST

## Architectural/Engineering Services

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

# EXPRESSION OF INTEREST

## Architectural/Engineering Services

- 3.3.3. Rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm.
- 3.3.4. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm.
- 3.3.5. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.
- 3.4. **Vendor Ranking:** All evaluation criteria is defined in the Procurement Specifications section and based on a 100 point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:
- |   |                           |
|---|---------------------------|
| • Qualifications and experience                             | 35 Points Possible        |
| • Approach and methodology for meeting Goals and Objectives | 50 Points Possible        |
| • Oral Interview  | <u>15 Points Possible</u> |
| <b>Total</b>  | <b>100</b>                |

**EXPRESSION OF INTEREST**  
Architectural/Engineering Services

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

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

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

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

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

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

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

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

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

**Term Contract**

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

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

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

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

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

**6. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**7. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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 \$250,000.00 \_\_\_\_\_ or more.

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

\$1,000,000.00 Automobile Liability

\$1,000,000.00 Professional Liability

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

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

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

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

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

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

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

for \_\_\_\_\_.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.



**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. 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 §§ 148-1-6.1.e.

**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 laws, regulations, and ordinances.

**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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

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

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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](mailto: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.



## CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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.

G.A. Covey Engineering, PLLC

(Company)

  
Owner, PE & PS

(Authorized Signature) (Representative Name, Title)

Phone: (304) 750-2203, Fax: (304) 750-2204, March 7, 2016

(Phone Number) (Fax Number) (Date)

**Appendix J: *Final\_CEOI\_HSE160000002\_1\_CEOI\_FORM***



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: 184203

Doc Description: Engineering firm for flood hazard analysis

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-01-25	2016-02-16 13:30:00	CEOI 0606 HSE1600000002	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN # 55-0715-654

DATE March 7, 2016

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division for the Agency, WV Division of Homeland Security and Emergency Management, is soliciting CEOI responses from qualified firms to provide a contract to provide necessary engineering and other related professional services to provide riverine flood hazard analysis and mapping services for the State of West Virginia on an as needed basis, per the attached documentation.

INVOICE TO	SHIP TO
ACCOUNTING TECHNICIAN 304-558-5380 HOMELAND SECURITY & EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV25305-0360 US	ACCOUNTING TECHNICIAN 304-558-5380 HOMELAND SECURITY & EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV 25305-0360 US

Line	Comm Ln Desc	Qty	Unit Issue
1	Professional engineering services		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description :**  
Professional engineering services

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical questions due by 4:00 pm	2016-02-04

<b>HSE160000002</b>	<b>Document Phase</b> Final	<b>Document Description</b> Engineering firm for flood hazard analysis	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**Appendix K: *Final\_CEOI\_HSE1600000002\_2\_CEOI\_FORM***



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: 184203

Doc Description: Addendum No. 1 - Extend the bid opening

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-02-12	2016-02-23 13:30:00	CEOI 0606 HSE1600000002	2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN # 55-0715-654

DATE March 7, 2016

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

**ADDITIONAL INFORMATION:**

Addendum No. 1 - To extend the bid opening from 02/16/2016 to 02/23/2016. Responses to vendor questions will be issued under separate addendum.

INVOICE TO	SHIP TO
ACCOUNTING TECHNICIAN 304-558-5380 HOMELAND SECURITY & EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV25305-0360 US	ACCOUNTING TECHNICIAN 304-558-5380 HOMELAND SECURITY & EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV 25305-0360 US

Line	Comm Ln Desc	Qty	Unit Issue
1	Professional engineering services		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description :**

Professional engineering services

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical questions due by 4:00 pm	2016-02-04



<b>HSE160000002</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No. 1 - Extend the bid opening	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**Appendix L: *Final\_CEOI\_HSE160000002\_3\_CEOI\_FORM***



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: 184203

Doc Description: Addendum No. 2 - Extend the bid opening

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-02-19	2016-03-01 13:30:00	CEOI 0606 HSE1600000002	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:

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN # 55-0715-654

DATE March 7, 2016

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

**ADDITIONAL INFORMATION:**

Addendum No. 2 - To extend the bid opening from 02/23/2016 to 03/01/2016. Responses to vendor questions will be issued under separate addendum.

INVOICE TO	SHIP TO
ACCOUNTING TECHNICIAN 304-558-5380 HOMELAND SECURITY & EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV25305-0360 US	ACCOUNTING TECHNICIAN 304-558-5380 HOMELAND SECURITY & EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV 25305-0360 US

Line	Comm Ln Desc	Qty	Unit Issue
1	Professional engineering services		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description :**

Professional engineering services

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical questions due by 4:00 pm	2016-02-04

<b>HSE1600000002</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Addendum No. 2 - Extend the bi d opening	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**Appendix M: *Final\_CEOI\_HSE160000002\_4\_CEOI\_FORM***



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: 184203

Doc Description: Addendum No. 3-Responses attached and extend the bid opening

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-02-26	2016-03-09 13:30:00	CEOI 0606 HSE1600000002	4

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN # 55-0715-654

DATE March 7, 2016

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

**ADDITIONAL INFORMATION:**

Addendum No. 3 - Responses to vendor questions attached. See attached pages. The bid opening has been moved from 03/01/2016 to 03/09/2016.

INVOICE TO	SHIP TO
ACCOUNTING TECHNICIAN 304-558-5380 HOMELAND SECURITY & EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV25305-0360 US	ACCOUNTING TECHNICIAN 304-558-5380 HOMELAND SECURITY & EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV 25305-0360 US

Line	Comm Ln Desc	Qty	Unit Issue
1	Professional engineering services		

Comm Code	Manufacturer	Specification	Model #
81100000			

**Extended Description :**

Professional engineering services

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical questions due by 4:00 pm	2016-02-04



<b>HSE1600000002</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> Addendum No. 3-Responses attached and extend the bid opening	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **Appendix N: *Purchasing Affidavit***

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 exceed 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: G.A. Covey Engineering, PLLC  
Authorized Signature: [Signature] Date: March 07-2016

State of West Virginia

County of Bruton, to-wit:

Taken, subscribed, and sworn to before me this 7th day of March, 2016.

My Commission expires February 17, 2021.

NOTARY PUBLIC [Signature]  
Purchasing Affidavit (Revised 07/01/2012)

