NOTICE

Please note that this bid from Tetra Tech for CEOI DEP17*2 was received at the Purchasing Division office <u>prior</u> to the established bid opening date and time on November 22, 2016. The Purchasing Division time stamp was affixed prior to posting, but does not reflect the time it was received at the Purchasing Division.

Diane Holley-Brown

Assistant Purchasing Director

Nov 22 2016 12:40pm Nov 22 2016 12:54pm P001



Tetra Tech NUS, Inc. Foster Plaza 7 661 Andersen Drive Pittsburgh, PA 15220-2745

Tel: (412) 921-7090 Fax: (412) 921-4040



TO	
To: Jessica Champers	DATE: 11-88-16
Company:	
Location:	
Fax Number: 304-558-4115	
FROM: Stephanie Warmo	
No. of Pages Including Cover:	
INSTRUCTIONS:	

11/22/16 15:13:17 (W) Purchasing Division

Nov 22 2016 12:54pm P002 10012 International Boulevard Cincinnati, OH 45246 (877) 633-5520



EXPRESSION OF INTEREST

Site Characterization Study, Leachate Management, and Closure Cap Design for the City of Wheeling Landfill Solicitation No. CEOI 0313 DEP1700000002

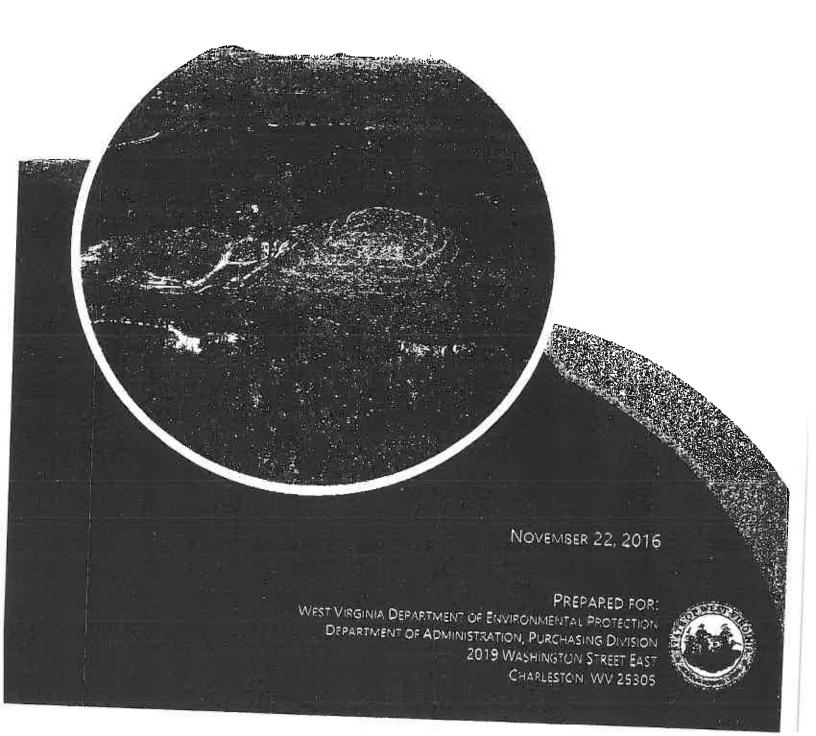




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APPENDICES

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APPENDIX B PURCHASING AFFIDAVIT

APPENDIX C PROJECT EXPERIENCE MATRIX

Nov 22 2016 12:40pm

Nov 22 2016 12:55pm P004

Fax:



10012 International Boulevard, Cincinnati, OH 45246 T 877.633,5520 = 513.870.0610 : W www.cornerstoneeg.com

November 22, 2016

Ms. Jessica Chambers, Buyer Department of Administration, Purchasing Department State of West Virginia 2019 Washington Street East Charleston, WV 25305-0130

Re: Expression of Interest

Site Characterization Study, Leachate Management, and Closure Cap Design for City of Wheeling Landfill | Solicitation No. CEOI 0313 DEP1700000002

Dear Ms. Chambers:

Landfill projects present a unique set of challenges. It is vital to understand the variable character of the materials that make up the waste mass and the hazards created by that material's compression and decomposition over time. When dealing with older landfills, an understanding of historic waste placement and operational practices can also be very beneficial. This knowledge and experience can contribute to accurately determining the extent of waste placement, the actual/potential impact on the surrounding environment, and the appropriate closure or mitigation techniques that address the specific character of these impacts. Tetra Tech, Inc. is a specialty engineering and field services firm that provides comprehensive services to the solid waste industry. Our highly experienced staff deals with landfill related issues on a daily basis. This gives us a unique advantage over other consultants that distribute their experience over a broad range of project types. Our focus on solid waste gives us a more thorough understanding of the challenges and solutions relating to landfill evaluation and

Tetra Tech's focus on solid waste will provide the Department of Environmental Protection with the entire range of expertise required for the Wheeling Landfill project, including:

- Directing the drilling through the waste mass to determine vertical and horizontal waste
- Drilling, sampling, and testing to evaluate the adequacy of potential borrow areas;
- Developing detailed designs and construction documents for landfills, including new cells, leachate management facilities, facility caps/closures, and the associated stormwater management/erosion control features;
- Preparing contract documents and specifications for competitive bid solicitation, evaluating those bids, and providing a recommendation for award; and
- Providing the design support and obtaining the permits necessary to proceed with

Nov 22 2016 12:40pm

Fax:

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Ms. Jessica Chambers, Buyer November 22, 2016 Page 2



Ms. Stephanie Warino, the Fairmont Operations Manager, will provide project management services lead the site characterization effort. Stephanie is a professional geologist and a Licensed Remediation Specialist in West Virginia. She has over 10 years of experience specializing in environmental site assessments and remediation projects. Field activities will be supported by the St. Clairsville, Ohio operation, located just across the river from Wheeling. Mr. Farley Wood, the St. Clairsville Operations Manager, is a West Virginia registered engineer with over 30 years of experience, and will be providing the staff for that support. Using our local staff to conduct the field efforts for the site characterization will minimize the costs for this activity.

Ms. Warino will be joined in this effort by staff from our Tetra Tech office located in Cincinnati, Ohio. Mr. Jerry McGraner, P.E., a Senior Client Manager, will lead the closure design and construction portions of the project. Jerry is a West Virginia registered engineer with over 38 years of experience that includes landfill design, permitting, construction, and operation. In addition, the project team can draw upon Tetra Tech's over 16,000 professionals in 400 offices worldwide.

Tetra Tech has successfully completed a wide range of landfill projects for both public and private industry clients across the country. A few of these projects include:

- Central Kentucky Landfill
 - Cell Construction Bid Documents and CQA Services
 - Permit Expansion and Closure Design
 - Stormwater Management/Erosion Control System Design
 - Leachate Collection/Storage System Design
 - Groundwater Monitoring & Assessment
 - Landfill Gas Collection & Control System Design/CQA/O&M Services
 - Ongoing Engineering/Environmental Services Support
- Waste Path Sanitary Landfill
 - Cell Construction Bid Documents and CQA Services
 - Permit Expansion and Closure Design (in progress)
 - Stormwater Management/Erosion Control System Design
 - Groundwater Monitoring & Assessment
 - Leachate Collection System Design
 - Ongoing Engineering/Environmental Services Support
- Clark-Floyd Landfill
 - Slurry Wall Construction Bid Documents and CQA Services
 - Permit Expansion and Closure Design
 - Stormwater Management/Erosion Control System Design
 - Groundwater Monitoring & Assessment

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Ms. Jessica Chambers, Buyer November 22, 2016

Page 3



- Leachate Collection System Design
- Landfill Gas Collection & Control System Design/CQA/O&M Services
- Ongoing Engineering/Environmental Services Support

These projects and others are detailed further in the Consultant Qualification Questionnaire.

Attached is Tetra Tech's Expression of Interest (EOI) for Solicitation No. CEOI DEP1700000002 -Site Characterization Study, Leachate Management, and Closure Cap Design for the City of Wheeling Landfill. If you have any questions regarding this submittal or require any additional information, please contact Jerry McGraner at (630) 633-5811. We appreciate this opportunity to present our qualifications and look forward to the opportunity to serve the West Virginia Department of Environmental Protection.

Sincerely,

Tetra Tech, Inc.

y L.McGraner, P.E. Senior Client Manager

Fairmont, WV Operations Manager

Enclosures: CEOI 0313 DEP1700000002 w/ Certification Page and Addendum Acknowledgment Form Consultant Qualification Questionnaire

State of West Virginia Purchasing Affidavit Tetra Tech Project Experience Matrix

Nov 22 2016 12:41pm Nov 22 2016 12:55pm P007



Purchasing Divison 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: 254208 Doc Description: EOI: City of Wheeling Landfill Closure Cap Design Proc Type: Central Purchase Order Solicitation Closes Solicitation No Version 2016-11-15 CEOL 0313 DEP1700000002

Pate Issued 2016-10-06 13:30:00

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST &

CHARLESTON

WV

25305

US

Vendor Name, Address and Telephone Number:

Tetra Tech, Inc. 1000 Green River Drive Fairmont, WV 26554 304.534.4021

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers (304) 558-0246

jessica.s.chambers@wv.gov

Mark Speranza, P.E. Vice President

FEIN # 95-4148514

DATE November 21, 2016

Signature X Mark P. Sprange FEIN # 95

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

Page: 1

FORM ID: WV-PRC-CEOI-001

Nov 22 2016 12:41pm

Nov 22 2016 12:55pm P008

Fax:

Expression of Interest

The Acquisition and Contract Administration Section of the Purchasing Division is soliciting Expression(s) of Interest for The West Virginia Department of Environmental Protection, from qualified firms to provide architectural/engineering services as defined herein.

e e e	to provide architectural/engineering services as defined herein.
ENVIRONMENTAL PROTECTION	
OFFICE OF ENVIRONMENTAL REMEDIATION	ENVIRONMENTAL
01 57TH ST SE	ENVIRONMENTAL PROTECTION 601 57TH ST
HARLESTON WV25304	1
\$	CHARLESTON
	WV 25304
16	US

I US	-1
Line Comm Ln Desc	
City of Wheeling LF Unit Issue	Ţ
	7
Comm Code	1
Pranufacturer	l
81100000 Specification Model #	ł
Extended Description:	
Sile Characterization Study, Leachard Management of the Characterization Study, Leachard Management of the Characterization Study Leachard Managem	

Sile Characterization Study, Leachate Management and Closure Cap Design for the City of Wheeling Landfill per the attached specifications, bid requirements, and terms and conditions, incorporated here by reference and made a part hereof.

Received

Fax:

Nov 22 2016 12:41pm Nov 22 2016 12:55pm P009

	Document Phase	Document Description	Page 3
DEP1700000002	Draft	EOI: City of Wheeling Landfill Closure Cap	,
	·	Design	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXPRESSION OF INTEREST

Site Characterization Study, Leachate Management & Closure Cap For City of Wheeling Landfill

TABLE OF CONTENTS:

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

SECTION ONE: GENERAL INFORMATION

- 1. PURPOSE: The Acquisition and Contract Administration Section of the Purchasing Division ("Purchasing Division") is soliciting Expression(s) of Interest ("EOI" or "Bids") for The West Virginia Department of Environmental Protection ("Agency"), from qualified firms to provide architectural/engineering services ("Vendors") as defined herein.
- 2. PROJECT: The mission or purpose of the project for which bids are being solicited is to provide services for the West Virginia Department of Environmental Protection's Landfill Closure Assistance Program (LCAP). Project titled Site Characterization Study, Leachate Management and Closure Cap Design for the City of Wheeling Landfill. ("Project").

3. SCHEDULE OF EVENTS:

Release of the BOI	10/6/16
Firm's Written Questions Submission Deadline.	10/27/16
Addendum Issued	TRD
Expressions of Interest Opening Date	11/15/16
Estimated Date for Interviews (wk. of?).	TBD

Expression of Interest Standard Format

Revised 08/01/15

EXPRESSION OF INTEREST

Site Characterization Study, Leachate Management & Closure Cap For City of Wheeling Landfill

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on the next page.

Nov 22 2016 12:41pm Nov 22 2016 12:56pm P012 Fax:

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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
- 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:
CAMPAGE SAME CAMPAGE.
A MANDATORY PRE-BID meeting will be held at the 6-11
oo 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.

Revised 09/09/2016

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.

Fax:

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: October 27, 2016 at 9:00 AM (EST)

Submit Questions to: Jessica Chambers 2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Jessica.S.Chambers@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: Jessica Chambers

SOLICITATION NO.: CEOI DEP1700000002 BID OPENING DATE: November 15, 2016 BID OPENING TIME: 1:30 PM (EST) FAX NUMBER: (304) 558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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 'a convenience copies of each to the Purchasing Division at the address shown above. 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: November 15, 2016 at 1:30 PM (EST)

Bid Opening Location: Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

Revised 09/09/2016

- 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 MUNOR 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

Site Characterization Study, Leachate Management & Closure Cap
For
City of Wheeling Landfill

SECTION THREE: PROJECT SPECIFICATIONS

- 1. Location: Agency is located at 601 57th Street SE, Charleston WV 25304 and the Project will be completed at the City of Wheeling Landfill. The site is located in Ohio County, WV, off I-70 exit 2A, Rt. 40 West to top of hill, turn right onto Mt. Wood Road, travel 0.7 miles to entrance gate.
- 2. Background: This work involves the site characterization study, engineering design, preparation of site closure drawings and specifications, preparation of appropriate documents and application for all required permits related to this project.
- 3. Qualifications and Experience: Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.

The response should be presented in concise format which defines the Vendor's history and the experience, qualifications, and performance data of the firm's staff as requested by the DEP Consultant Qualification Questionnaire (CQQ); Attachment "B"

DEP Consultant Qualification Questionnaire (CQQ) must be completed and submitted with Vendor's submitted response to be eligible (Attachment B)

Electronic copies of the Attachment B above referenced document are available online at the wvOASIS VSS under the advertised solicitation or contacting the Buyer by email at: Jessica.S.Chambers@Wv.Gov.

- 4. Project and Goals: The project goals and objectives are:
 - 4.1. The scope of work shall include site investigation of existing features, surveying and mapping, laboratory analysis or soil and water, subsurface investigations to determine location as well as limits and depths of waste, location of potential borrow areas either on site or near-by.
- 4.2. Engineering and design of the capping system to be installed including grading Expression of Interest Standard Format Revised 08/01/15

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EXPRESSION OF INTEREST

Site Characterization Study, Leachate Management & Closure Cap City of Wheeling Landfill

plans and cross sections of the cap system, leachate collection and storage systems, sediment and erosion control plans including required ponds.

- 4.3. Preparation of construction contract drawings and specifications suitable for letting of construction bids and the bidding process.
- 4.4. All applicable permit applications, right-of-ways, right-of entries, and approvals shall also be a part of the work to be performed. The Bidder shall furnish all personnel, facilities, equipment, material, supplies, and services for all of the scope of work required by this contract. The contractor shall review and reference all work to insure compliance with 33CSR1. (Please see Attachment C)
- 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
 - 5.1. Materials and Information Required at Oral Presentation: The format for the interviews will be a 15-30 minute PowerPoint presentation consisting, at a minimum, of the following:
 - Corporate/personnel experience summary as it relates to this project or projects.
 - · Provide particular information or examples that uniquely qualify your firm for this project.
 - Proposed project management plan
 - · Key personnel available for the work proposed on this project.
 - · Proposed subcontractors (mapping, geotechnical, etc.).
 - Product quality & cost control.

Site Characterization Study, Leachate Management & Closure Cap City of Wheeling Landfill

SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

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

Site Characterization Study, Leachate Management & Closure Cap

City of Wheeling Landfill

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.

Fax:

- 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

(80) Points Possible

[Oral interview, if applicable]

(20) Points Possible

Total

100

EXPRESSION OF INTEREST

Site Characterization Study, Leachate Management & Closure Cap City of Wheeling Landfill

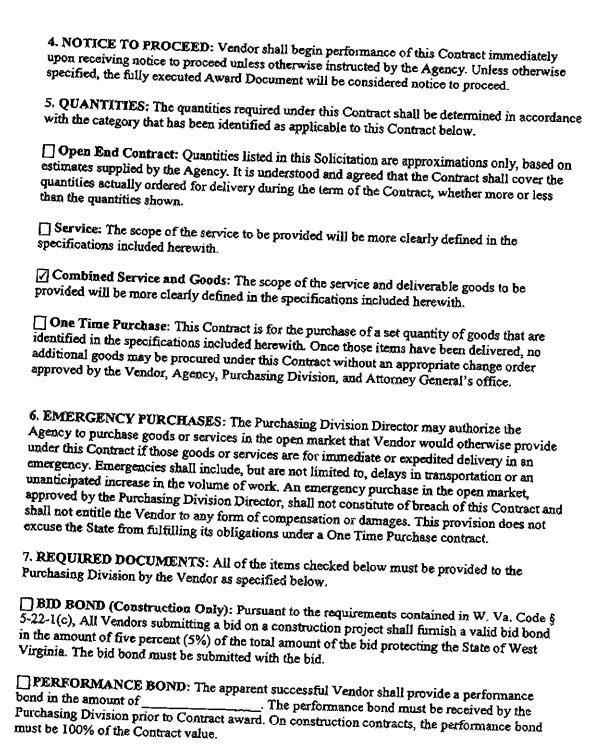
SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

- 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
- 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 ofyear(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 of 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 730 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.

Revised 09/09/2016



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 letters of credit. Any certified check, camount 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.
[7] INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
Commercial General Liability Insurance: In the amount of \$1,000,000.00
Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.
☑ Aggregate, \$2,000,000.00
☑ Automobile, \$1,000,000.00
Professional Liability, \$1,000,000.00

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.
8. 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.
9. 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.
10. 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.

Revised 09/09/2016

11. 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.

Fax:

- 12. 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.
- 13. 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.
- 14. 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.
- 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. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 17. 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.
- 18. 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.

- 19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

- 27. 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.
- 28. 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.
- 29. 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.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.
- 31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-I-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment

34. 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

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 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 finn 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 Pederal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Pederal 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.	

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
- 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 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)

Fax:

- 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. I-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Fax:

(Name, Title)	
Stephanle Waring, P.G., WV LRS, Operations Manager	
(Printed Name and Title)	
1000 Green River Drive, Fairmont, WV 26554	
(Address)	
(304) 534-4021 (304) 534-4024	
(Phone Number) / (Fax Number)	
stephanie.warino@tetratech.com	
(email address)	

CERTIFICATION AND SIGNATURE: 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.

Tetra Tech, Inc.	
(Company)	
Marte P. Speranga	
(Authorized Signature) (Representative Name, Title)	
Mark Speranza, P.E., Vice President	
(Printed Name and Title of Authorized Representative)	
November 21, 2016	
(Date)	
(412) 921-8916 (412) 921-4040	
(Phone Number) (Fax Number)	

Nov 22 2016 12:45pm Nov 22 2016 12:59pm P036/071

ADDENDUM ACKNOWLEDGEMENT FORM **SOLICITATION NO.:** CEOI 0313 DEP1700000002

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.

(Check)	the	Numbers Receive box next to each add	<u>d:</u> dendum receiv	ed)	
ĺ	X]	Addendum No. 1	l ()	Addendum No. 6
[X]	Addendum No. 2	; []	Addendum No. 7
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NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Received

Fax:

Nov 22 2016 12:45pm Nov 22 2016 12:59pm P037/071

APPENDIX A WVDEP CQQ WITH SIGNATURE PAGE



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PROJECT NAME			DATE (DAY, MONTH, YEAR)		FEIN		
Site Characterization Study, Leachate Management, and Closure Cap Design for City of Wheeling Landfill			22 November 2016 95-4148514		95-4148514		
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4. 121511147-0412					NA		
Tetra Tech, Inc. Corporate Headquarte 3.475 E Footbill Blvd Pasadena, CA 91107							
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7. PRIMARY OFFICE: A 10012 International Bo 1000 Green River Driv 47443 National Road	oulevard, Cinc	innati, OH,	45246 (877) 633-5520 Jerry Mc(04) 534-4021 Stepha	Graner, I anie Wa	PE 11 rino 5	peragrine.
8. NAMES OF PRINCIF	AL OFFICERS	OR MEMB	ERS OF	8a. NAME, TITLE, & T	TELEPHO	ONE N	UMBER - OTHER
412.921.7217			. · · · · ·	412,921.8916			
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WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSULTANT QUALIFICATION QUESTIONAIRE, continued				
11 OUTSIDE KEY CONSULTANTS/ SUB-	CONSULTANTS ANTICIPATED TO BE USED),		
NAME AND ADDRESS:	SPECIALTY;	WORKED WITH BEFORE:		
Triad Engineering 219 Hartman Run Rd. Morgantown, WV 26505	Drilling/Surveying	TIME CINO		
		MORKED WITH BEFORE:		
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE.		
Geotechnics 544 Braddock Avenue Pittsburgh, PA 15112	Geotechnical Laboratory	☑ YES ☐ NO		
NAME AND ADDRESS:	SPECIALTY;	WORKED WITH BEFORE:		
Quantum Spatial 523 Wellington Way Lexington, KY 40503	Aerial Mapping	I⊠ YES ☐ NO		
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE		
PACE Analytical Services, LLC 5 Weatheridge Drive Hurricane, WV 25526	Analytical Laboratory	☑ YEŞ ☐ NO		
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE		
American Environmental Group, Ltd 3600 Brecksville Road, Suite 100 Richfield, OH 44286	Drilling (waste)	⊠ YES □ NO		
NAME AND ADDRESS:	SPECIALTY;	WORKED WITH BEFORE:		
		☐ YEŞ ☐ NO WORKED WITH BEFORE		
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE		
		□ YES □ NO		
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE:		
		□ YES □ NO		
NAME AND ADDRESS:	SPECIALTY:	WORKED WITH BEFORE:		
		□YES □ NO		



12. A. Is your firm experienced in Solid Waste Landfill Closure Design?

YES – Description and Number of Projects:

The closure and covering of a landfill facility brings to completion the installation of the environmental containment systems for the landfill. The final cover works in concert with the existing landfill baseliner, leachate collection, and landfill gas collection and control systems as a total containment system for the deposited waste and byproducts generated by waste decomposition. Where some may see the landfill final cover as an afterthought, a properly designed and implemented cover system compliments, and increases the efficiency of, the other environmental containment and management systems. Through years of experience, Tetra Tech's landfill design staff has learned both the key elements and the interrelationship of these key elements that create a successful final cover. These key elements are incorporated into each Tetra Tech landfill final cover design. Critical design elements include 1) minimum and maximum slope selection, 2) geomembrane selection and specification, 3) soil material selection and specification, 4) final cover stability, 5) stormwater run-off collection and conveyance, 6) stormwater infiltration collection and removal, 7) landfill gas collection and control, 8) access for maintenance and monitoring, and 9) end use considerations.

Tetra Tech has worked on approximately 85 landfill closure design projects, including the following examples:

- Central Kentucky Landfill Developed staged closure design as a part of 40 acre facility expansion
- Richmond Mill Landfill Closure design for 74 acre facility
- Loveland Fill CDD Landfill Closure plan development for 32 acre facility

B. Is your firm experienced in Solid Waste Landfill Site Characterization Assessment and Evaluation? VES - Description and Number of Projects:

Tetra Tech focuses on conducting cost-effective, technically sound evaluations that properly characterize a site, while avoiding ultra-conservative "over-designing" that makes facilities cost prohibitive. We are skilled at analyzing subsurface exploration data and soil borings, and conducting sampling programs to determine the suitability of sites for a landfill and to ensure that the site is not located over unstable areas. Conducting a thorough yet focused site investigation is a proactive approach to attaining economically sensible cleanup strategies. Tetra Tech's hydrogeologists and engineers have extensive experience in the application of conventional technologies such as soil and groundwater sampling and monitoring well installations along with innovative techniques such as surface and down-hole geophysics, NAPL field screening, and unique groundwater sampling methods to expedite schedules, reduce costs and obtain improved data quality. We have tailored these investigations to the needs of the project, whether for landfill expansions/permitting, Superfund sites, or other types of projects. Tetra Tech's services cover all aspects of site characterization, including: 1) soil, sediment, surface water and groundwater investigations, 2) building materials characterization, 3) fractured rock hydrogeology, 4) down-hole geophysics; 5) DNAPL characterization and behavior, 6) matrix diffusion characterization, 7)

Tetra Tech has worked on several dozen solid waste landfill site characterization assessment and evaluation projects that provided significant added value to our clients, including the following examples:

- Pennsauken Sanitary Landfill, NJ Tetra Tech's hydrogeo team developed a remedy that was less than one tenth of the
- Sussex County Landfill, NJ Tetra Tech supported a landfill expansion that enabled the Authority to avoid \$20 million
- Cape May County Landfill Tetra Tech developed a remedy of designing and constructing a 70-foot-high mechanically stabilized earthen (MSE) berm to extend the facility life by 80 years.



C. Is your firm experienced in Landfill Closure Construction Inspection?

YES - Description and Number of Projects:

Tetra Tech has experience with construction quality assurance (CQA) on all aspects of landfill construction, including cell construction, installation of clay and geosynthetic liners, gas system construction, and leachate management systems. We also ensure that all temporary controls (for example, stormwater) are installed in a fashion that will keep the site in compliance with stormwater permits. Our CQA technicians observe and document construction to ensure compliance with design, contract documents and regulations. We manage liner testing programs, conduct density testing of clay liners, and prepare sampling programs for borrow areas to determine that the proposed material will meet the project specifications. Over the past six years, Tetra Tech has provided CQA services on projects representing more than 250 acres of landfill cell and closure construction, and installation of over 1,100 LFG wells and 148 miles of piping.

Tetra Tech has worked on approximately 80 landfill closure construction inspection projects, including the following examples:

- Town of Carmel Landfill, NY Engineering services during closure construction included contract administration, shop drawing review, construction observation, and engineering certification.
- Tangerine Landfill, Marana, AZ Developed closure design, coordinated acquisition of suitable final cover soil from an
 off-site borrow location, assisted in contractor selection, and provided CQA services during construction.
- Forest Lawn Landfill, Three Oaks, MI Prepared design drawings and construction bid package as well as construction drawings and CQA services for construction of a 13.5-acre final cover system.

D. Is your firm experienced in Aerial Photography and the Development of Contour Mapping?

YES - Description and Number of Projects:

Tetra Tech subcontracts all our aerial mapping needs to various aerial mapping firms, depending upon the physical project location. We have procured and utilized hundreds of mapping files to use for our solid waste facility design projects. Our staff is adept at taking the aerial mapping for a site and consolidating it with field survey information to produce an accurate picture of current site conditions. Our subcontractor for this project, Quantum Spatial, is the largest and most technically advanced geospatial firm in North America. They have provided services to federal, state, and local governments as well as private enterprises for projects ranging from environmental to transportation.

E. Is your firm experienced in Evaluating Groundwater Contamination such as may be associated with Landfills?

YES - Description and Number of Projects:

Tetra Tech specializes in providing cost-effective groundwater and other subsurface-related services. Our experience includes both operating and inactive landfills, industrial facilities, abandoned hazardous waste sites, and commercial facilities. We can address every phase of a project, from initial site characterization through post-remediation compliance monitoring. Our services have addressed a wide range of contaminants, including volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), manufactured gas plant (MGP) wastes, and inorganic contamination, as well as both dense and light non-equeous phase liquids (DNAPLs and LNAPLs).

Tetra Tech has worked on approximately 10 groundwater contamination projects, including the following examples:

- GEMS Landfill Superfund Site, Camden County, NJ Groundwater modeling to evaluate hydrogeologic characteristics
 of remedial options and groundwater extraction and treatment system design and CQA
- Ocean County Landfill, Manchester, NJ Groundwater monitoring, statistical analysis, and reporting
- Perinsauken Sanitary Landfill, Camden County, NJ Groundwater modeling to assess landfill's potential impact on adjacent groundwater flow and quality and preparation of Remedial Action Work Plans for an in-situ air sparging remedy.



F. Is your firm experienced in Solid Waste Landfill Closure Cost Estimating?

YES - Description and Number of Projects:

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With experience on landfills across the state and throughout the country. Tetra Tech has a wealth of information on annual care costs. Tetra Tech's expert landfill closure and post-closure cost estimation services have been tested at the highest levels within the United States judicial system and have been found to be proven and solidly substantiated. We have a local understanding of costs to accurately project and efficiently handle post-closure care cost estimates. For a broader perspective, Tetra Tech is following the national trend toward longer post-closure and custodial care. Tetra Tech supported a regional solid waste company with closure and post-closure cost estimation and through extensive negotiation with the Department of Justice and the Internal Revenue Service fully supported the landfill facility's cost projections and provided

Tetra Tech has worked on approximately 80 landfill closure cost estimating projects, including the following examples:

- Central Kentucky Landfill Closure cost estimate for 78 acre facility (includes 40 acre expansion area)
- Richmond Mill Landfill Closure cost estimate for 74 acre facility that included a borrow area investigation of an
- Loveland Fill CDD Landfill ~ Closure cost estimate for 32 acre facility that included provisions to use soils that are

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WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSULTANT QUALIFICATION QUESTIONAIRE, continued

13. PERSONAL HISTORY STATMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR LANDFILL CLOSURE DESIGN

	a but keep to essentials)	ES RESPONSIBLE FOR LAN		
McGraner, Jerry L	YEARS OF EXPERIENCE			
Client Manager	station/MRF design, landfill gas and industrial formitting,			
	YEARS OF (type)	YEARS OF (type)	acmity design,	
	EXPERIENCE:	EXPERIENCE:	YEARS OF (type)	
	38 years		EXPERIENCE:	
	environmental services &	16 years of landfill design and permitting	7 years of transfer station/MRF design	
Brief Explanation of Responsibilities:	engineering		i and white design	



Mr. Jerry McGraner is a professional engineer and land surveyor with over 38 years of experience across a broad range of environmental and engineering projects. These projects include landfills (MSW, CDD and Industrial), transfer stations/material recovery facilities, industrial site development, and groundwater remediation systems. His project involvement has ranged from the initial site selection/due diligence

As a part of these efforts, Jerry has prepared the necessary permitting and construction documents as well as the operational and closure plans required for each facility. His design efforts have included

development of detailed stormwater models for phased facility construction and evaluation of embankment stability. Jerry's knowledge and experience are a valuable asset to the solid waste facility owners that he serves.

Jerry has supervised construction quality assurance activities for over 20 landfill construction projects. This included new cell construction using GCL, HDPE, and traditional clay materials to form composite liner systems. They also included landfill closures that utilized artificial turf capping systems as well as those facilities with a more traditional capping

EDUCATION (DEGREE, YEAR, SPECIALIZATION) B.S. 1978 Children	all as those facilities with a more traditional capping
B.S., 1978, Civil Engineering	
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS: Solid Waste Association of North America (SWANA)	REGISTRATION (Type, Year, State)
	Professional Engineer (P.E.), 1998, Ohio
	Professional Engineer (P.E.), 1983, Virginia Licensed Land Surveyor in Kentucky



13a. PERSONAL HISTORY STATMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR LANDFILL CLOSURE DESIGN (name type of design or work) (Furnish Complete data but keep to essentials)

NAME & TITLE (Last, first, Middle Int.)	YEARS OF EXPERIENCE			
Walker, James G. Senior Client Manager II	39 years of experience in solid waste facility design, landfill planning and development, and leachate management.			
	YEARS OF (type) EXPERIENCE:	YEARS OF (type) EXPERIENCE:	YEARS OF (type) EXPERIENCE:	
	39 years civil design and environmental engineering	29 years design, permitting, and construction	29 years leachate management	

Brief Explanation of Responsibilities:



Mr. Jim Walker has 39 years of experience in civil and environmental engineering design, including 29 years involvement with the design, permitting, and construction of over 80 solid waste disposal facilities throughout the Midwest and Northeast. This experience includes detailed design and permitting of four Greenfield sites, six lateral expansions, four vertical expansions, and numerous conceptual expansion designs, alterations, and permit modifications.

Jim serves as lead geotechnical review engineer and has prepared construction plans, specifications, bid and contract documents, phasing plans, operational plans, closure and post-closure plans, airspace

evaluations, project development cost estimates, gas collection and control system (GCCS) plans, hydrogeologic investigations, environmental assessments, geotechnical investigations including slope stability, settlement evaluations, and mine spoil investigations, construction quality assurance monitoring, pond closure plans, groundwater monitoring plans, National Pollutant Discharge Elimination System (NPDES) permit applications, Spill Prevention Control and Countermeasure (SPCC) plans, and Stormwater Pollution Prevention Plans (SWPPPs). He has also prepared leachate recirculation plans for eight sites, soil and erosion control plans, and airspace management plans.

Jim has prepared detailed construction plans and contract documents for over 80 solid waste landfill cell construction projects ranging in cost from \$100,000 to over \$6,000,000 and 13 landfill closure projects. He has also certified construction of 30 landfill construction projects in Michigan, Ohio, and Kentucky.

EDUCATION	(DECDEE	MEAD	CRECT.	117.7566
EDUCATION	TUEGREE.	. TEAR	SPEC II	MILE ALICHNIA

B.S., 1976, Civil Engineering, M.S. cou

B.3., 1976, CIVII Engineering, M.S. Coursework				
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS:	REGISTRATION (Type, Year, State)			
N/A	Professional Engineer (P.E.), 1980, Michigan Professional Engineer (P.E.), 1987, Ohio			



13B. PERSONAL HISTORY STATMENT OF PRINCIPALS AND ASSOCIATES SITE CHARACTERIZATION STUDY (name type of design or work) (Furnish Complete data but keep to essentials)

NAME & TITLE (Last, first, Middle Int.)	YEARS OF EXPERIENCE			
Warino, Stephanie Operations Manager	10 years of experience in environmental site assessment and remediation.			
	YEARS OF (type) EXPERIENCE:	YEARS OF (type) EXPERIENCE:	YEARS OF (type) EXPERIENCE:	
	10 years environmental site assessment	10 years remediation experience	10 years project management	

Brief Explanation of Responsibilities:

Ms. Stephanie Warino is the Operations Manager for the Tetra Tech Fairmont, WV office. She has 10 years of experience specializing in environmental site assessment, remediation, and project management. During this time, she has managed and supported projects for oil & gas, mining, commercial, and government sectors, and has been responsible for identifying and conducting work in accordance with the various regulatory programs and guidance governing them. She has experience providing geologic and hydrogeologic technical support including data analysis, interpretation and statistical analyses, and has experience in collecting water, waste, sediment, soil, and air samples, as well as experience in overburden and rock logging and well installation oversight

Stephanie leads project planning efforts, including proposals, budgeting, design and execution of field sampling events, and management of subcontractors. She currently manages projects for Oil & Gas clients in West Virginia, and also manages projects for the United States Navy, including underground storage tank (UST) sites, waste disposal (RCRA) sites, and Superfund (CERCLA) sites.

EDUCATION (DEGREE, YEAR, SPECIALIZATION)	
B.A., 2002, Geology; M.S. 2004, Geology	
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS:	REGISTRATION (Type, Year, State)
NA	Professional Geologist (P.G.), 2010, Pennsylvania Licensed Remediation Specialist (LRS), 2014, WV



13B. PERSONAL HISTORY STATMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR LANDFILL CLOSURE DESIGN (name type of design or work) (Furnish Complete data but keep to essentials)

NAME & TITLE (Last, first, Middle Int.)	YEARS OF EXPERIENCE		
Bowyer, Jennifer Project Manager	18 years of experience stormwater managem environmental site ass	solid waste and landfill g ent, geotechnical investiga essments.	as system design, ations, and
	YEARS OF (type) EXPERIENCE:	YEARS OF (type) EXPERIENCE;	YEARS OF (type) EXPERIENCE:
	18 years solid waste and gas system design	10 years geotechnical investigations	6 years environmental site assessments

Brief Explanation of Responsibilities:

Ms. Jennifer Bowyer, P.E. is a project engineer with 18 years of experience in engineering consulting. Her background includes solid waste design, LFG system design, site design, stormwater management, geotechnical investigations, and environmental site assessments. Her responsibilities include compliance reporting, permitting, hydrogeologic investigations, environmental monitoring, CQA, and design engineering for cell construction and other landfill systems.

Jennifer has performed closure and post-closure financial assurance cost modeling for landfills in Riverview, Michigan and Toledo, Ohio. She has served as Certifying Engineer for cell construction projects throughout Michigan, including overseeing quality assurance field personnel, reviewing field and laboratory data, and project certification reporting for approval by the State for licensing for the following projects:

- City of Riverview, Riverview Land Preserve 15.5 acre cell
- Lafarge North America, CKD Landfill, Alpena 7.5 acre cell
- Lafarge North America, CKD Landfill, Alpena 10.9 acre cell
- Advanced Disposal Services, Arbor Hills Landfill 14.9 acre cell

EDUCATION (DEGREE, YEAR, SPECIALIZATION)	
B.S., 1998, Civil Engineering	
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS:	REGISTRATION (Type, Year, State)
N/A	Professional Engineer (P.E.), 2003, Michigan Professional Engineer (P.E.), 2012, Indiana



WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSULTANT QUALIFICATION QUESTIONAIRE, continued 13D. PERSONAL HISTORY STATMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR LANDFILL CLOSURE

CONSTRUCTION (Furnish Complete data but keep to essentials)

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NAME & TITLE (Last, first, Middle Int.)	YEARS OF EXPERIENCE			
Wintheiser, Steven D. Senior Project Manager/Operations Director	30 years of experience in landfill gas, leachate management, and construction management/CQA.			
	YEARS OF (type) EXPERIENCE:	YEARS OF (type) EXPERIENCE:	YEARS OF (type) EXPERIENCE:	
	32 years LFG and leachate management	32 years geotechnical drilling services	32 years laboratory testing services	

Brief Explanation of Responsibilities:

Mr. Steve Wintheiser is a Senior Project Manager with 32 years of experience in the environmental engineering and construction field. His experience includes project management of landfill baseliner, closure, and infrastructure construction projects totaling over 1,500 acres in eleven states. Steve has managed and was general contractor for gas and leachate management system construction projects. He has managed environmental and geotechnical drilling services, and directed a geotechnical laboratory performing soil, concrete, asphalt and geosynthetic testing.

Steve is responsible for directing and supervising staff providing quality control functions on all company construction projects. He developed corporate policy for installation of geosynthetic products, and assisted R&D staff in developing new products and techniques. Steve also developed and initiated the first Construction Quality Control (CQC) Program for the company and conducted publicly available CQA/CQC training courses.

EDUCATION (DEGREE, YEAR, SPECIALIZATION)	Toda commission
B.S., 1984, Geology	
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS:	REGISTRATION (Type, Year, State)
N/A	N/A



13f. PERSONAL HISTORY STATMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR LANDFILL CLOSURE CONSTRUCTION (Furnish Complete data but keep to essentials)

NAME& TITLE (Last, first, Middle Int.)	YEARS OF EXPERIEN	CE	• .			
Whitman, Jason A. Engineering Technician	10 years of experien	10 years of experience in landfill closure and gas system CQA.				
	YEARS OF (type) EXPERIENCE:	YEARS OF (type) EXPERIENCE:	YEARS OF (name type) EXPERIENCE:			
	10 years landfill closure CQA	10 years LFG system CQA	20 years mechanical, electrical, pneumatic, hydraulic			

Brief Explanation of Responsibilities:

Mr. Jason Whitman has 10 years of experience in the design, construction, and monitoring of solid waste containment facilities. He currently specializes in landfill cell, landfill closure, and landfill gas system construction quality assurance (CQA). He has over 20 years of combined experience in mechanical, electrical, pneumatic, hydraulic, civil, and environmental projects.

Jason's landfill closure construction projects include:

- Lead CQA monitor for a geosynthetics and soil drainage layer for a 32-acre lined landfill cap in Ashland, Kentucky.
- Lead CQA monitor for a geosynthetics and soil drainage layer for a 17-acre composite lined landfill final cap in Ashland, Kentucky,

- Williams (Actividency)	
EDUCATION (DEGREE, YEAR, SPECIALIZATION)	
N/A	
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS:	REGISTRATION (Type, Year, State)
Autodesk User Group International (AUGI) Member	N/A



WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSULTANT QUALIFICATION QUESTIONAIRE, continued 13f. PERSONAL HISTORY STATMENT OF PRINCIPALS AND ASSOCIATES RESPONSIBLE FOR LANDFILL CLOSURE CONSTRUCTION (Furnish Complete data but keep to essentials) NAME& TITLE (Last, first, Middle Int) YEARS OF EXPERIENCE Egger, George 24 years of experience in landfill lining systems and landfill CQA Senior Technician YEARS OF (type) YEARS OF (type) YEARS OF (name EXPERIENCE: **EXPERIENCE** type) EXPERIENCE: 24 years landfill lining 18 years liner/cover 18 years LFG system systems CQA CQA Brief Explanation of Responsibilities:

Mr. George Egger has 24 years of experience in landfill lining systems and 18 years of experience specifically in CQA. He has been the lead CQA monitor on numerous single and double composite liner system construction projects, final cover system construction projects, and LFG system construction projects.

George's landfill closure construction project experience includes:

Lead CQA monitor responsible for field monitoring and documentation of soils and geosynthetics for five phases of final cover construction totaling 62.5 acres for a landfill in coutbyoot Michig

more to the terms of the mig oz. 3 acres for a failuffill (f)	and the set tall (tirdat).
EDUCATION (DEGREE, YEAR, SPECIALIZATION)	
B.S.,1991, Accounting	
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS:	REGISTRATION (Type, Year, State)
N/A	N/A

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WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSULTANT QUALIFICATION QUESTIONAIRE, confidued
14. PROVIDE A LIST OF SOFTWARE AND EQUIPMENT AVAILABLE IN THE PRIMARY OFFICE WHICH WILL BE USED TO COMPLETE THIS PROJECT (name project)
Microsoft Office Professional (includes Excel and Word)
Microsoft Project
Adobe Acrobat Version 11
AutoCAD Map 3D 2016 / AutoCAD 2016
AutoDesk Civil 3D 2016
HydroCAD 10.0 Stormwater Modeling System
STABL5M
Hydrologic Evaluation of Landfill Performance (HELP)



PROJECT NAME, TYPE AND LOCATION	OUR FIRM IS THE DESIGNATED ENGINEE NAME AND ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE
Central Kentucky Landfill	Waste Services of the Bluegrass, Inc. Georgetown, Kentucky Mr. Greg Elkins (502) 370-8440	Tetra Tech personnel have provided services for Waste Services of the Bluegrass for over a decade. These include: Cell construction oversight; Quarterly and semi-annual groundwater monitoring at wells located at both the contained and CDO facility landfills; Statistical analysis of monitoring data and preparation of routine monitoring reports for submittal to the KDWM; KPDES outfall sampling and reporting to Kentucky Division of Water (KDOW) through NetDMR; KPDES permitting; Horizontal expansion permitting for expansion of the contained landfill; Preparation of a Spill Prevention, Control, and Countermeasure (SPCC) plan, a Best Management Plan (BMP), and a Groundwater Protection Plan (GPP) for the facility; and Orilling oversight and installation of groundwater monitoring wells. Construction oversight of cap or liner construction includes clay and/or geosynthetics cap or liner materials, drainage layers, leachate collection lines, protective covers, vegetative covers, drainage swales and berms, and gas vents as appropriate and as required by the permit or by Kentucky's administrative regulations. All construction activities are documented in writing and via photographs. The documents are compiled into a Construction Progress Report, certified by a professional engineer licensed to practice in Kentucky, and submitted to the client and to the regulatory authority.	\$1,100,000 (current cell construction)	100%



15. CURRENT ACTIVITIES ON WHICH YO	UR FIRM IS THE DESIGNATED ENGIN	EER OF RECORD ASSOCIATED WITH OR RELATING TO LANDFILL CL	OSURE OR CONST	RUCTION.
PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE
Waste Path Sanitary Landfill Waste Path Sanitary Landfill, LLC. Calvert City, Kentucky Mr. John Denton (270) 366-7656	Calvert City, Kentucky Mr. John Denton	Tetra Tech has provided engineering, comprehensive environmental support, and construction services to the Waste Path Sanitary Landfill since 2013. Tetra Tech currently provides engineering and other operational support services for the landfill, including groundwater monitoring, landfill design and permitting, landfill development and closure planning, compliance management, and support for the ongoing landfill operational activities.	\$1,400,000	99%
		Tetra Tech provided construction/bid documents and CQA services for the Unit 2 Phase 2 Cell Construction. The 3.5 acre addition required perimeter berm construction and a liner system consisting of 2 feet of clay, a GCL layer, a 60 mil HDPE liner, and a geocomposite drainage layer. A leachate collection system was installed with a pump and force main directing flow to on-site storage tanks. Construction was completed in October 2014.		
		More recently, Tetra Tech has provided construction/bid documents and CQA services for the Unit 2 Phase 3 Cell Construction. The 4.5 acre addition required removal of previously installed perimeter berms and a liner system consisting of 2 feet of clay, a GCL layer, a 60 mil HDPE liner, and a geocomposite drainage layer. A leachate collection system (1,500 lineal feet) was installed with a pump and force main (1,380 lineal feet) directing flow to on-site storage tanks. Construction was completed in November 2016.		
		Tetra Tech is in the process of preparing an application that will more than double the footprint of this 70 acre facility. We continue to provide engineering design and environmental monitoring/reporting services to meet the ongoing regulatory requirements and operational needs of the facility.		



WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSULTANT QUALIFICATION QUESTIONAIRE, continued 15. CURRENT ACTIVITIES ON WHICH YOUR FIRM IS THE DESIGNATED ENGINEER OF RECORD ASSOCIATED WITH OR RELATING TO LANDFILL CLOSURE OR CONSTRUCTION. PROJECT NAME, TYPE AND LOCATION NAME AND ADDRESS OF OWNER NATURE OF YOUR FIRM'S RESPONSIBILITY **ESTIMATED** PERCENT CONSTRUCTION COMPLETE COST Jefferson County Landfill West Virginia Department of Environmental Protection State of West Virginia. N/A N/A (WYDEP) maintains the Jefferson County Landfill in Kearneyville, Dept. of Environmental Protection West Virginia under post closer status as a closed landfill. The landfill was closed in 1997. The closed cap area of the landfill is estimated at 21 acres. The closed landfill has a significant amount of leachate generated which has resulted in the excess amounts of leachate being hauled from the landfill. Tetra Tech Inc. was retained to: · Evaluate the structural integrity of the leachate collection tanks. • Evaluate the integrity for of the earthen cover and the polential for infiltration. Evaluate flow management occurs for the leachate during normal operations as well as storm events. Evaluate the leachate and collection system

system

Determine the necessary improvements needed for the

Select Replacement containment tanks.



15. CURRENT ACTIVITIES ON WHICH YOUR FIRM IS THE DESIGNATED ENGINEER OF RECORD ASSOCIATED WITH OR RELATING TO LANDFILL CLOSURE OR CONSTRUCTION

PROJECT NAME TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	NEER OF RECORD ASSOCIATED WITH OR RELATING TO LANDFILL CL NATURE OF YOUR FIRM'S RESPONSIBILITY	ESTIMATED CONSTRUCTION COST	PERCENT
Clark Floyd Landfill, LLC Borden, Indiana Mr. Robert Lee (502) 935-1130	Clark-Floyd Landfill, LLC Borden, Indiana Mr. Robert Lee	Since July 2006, Tetra Tech employees have provided engineering, comprehensive environmental support, and construction services to the Clark-Floyd Landfill. Tetra Tech currently provides engineering and other operational support services for the landfill, including groundwater and LFG monitoring, landfill design and permitting, landfill development and closure planning, compliance management, and support for the ongoing landfill operational activities.	\$200,000 (2016 landfill gas system expansion)	90%
		Recently, Tetra Tech successfully permitted an approximate 8-million cy vertical expansion of the landfill by designing a subsurface barrier wall (slurry wall) and perimeter leachate management system around the 173 acre solid waste landfill. This creative expansion extended the landfill life on the current waste footprint by more than 20 years and provides the County additional time to obtain adjacent properties for future horizontal expansions.		
	Tetra Tech provided construction management and CQA services for the installation of 8,000 linear feet of the first phase of the subsurface barrier wall, 6,000 linear feet of leachate and landfill gas collection pipes, and the supporting storage tanks and truck loadout facility. Both the subsurface barrier wall and the deeper collection systems were installed by the DeWind One-Pass System.			
	In addition, Tetra Tech provides consulting and design services for both the landfill's GCCS and the on-site landfill gas-to-energy (LFGTE) facility, operated by Hoosier Energy, to balance LFG collection with the landfill's compliance abligations. Tetra Tech is working with the landfill to develop a comprehensive compliance management program.			



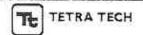
WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSULTANT QUALIFICATION QUESTIONAIRE, continued

15. CURRENT ACTIVITIES ON WHICH YOUR FIRM IS THE DESIGNATED ENGINEER OF RECORD ASSOCIATED WITH OR RELATING TO LANDEUL CLOSURE

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY	ESTIMATED CONSTRUCTION COST	PERCENT COMPLETE
American Landfill	Waste Management, Inc. Stark County, Ohio Mr. Mohammed Ali (330) 866-3265	Tetra Tech serves as design engineer for American Landfill. Landfill. Engineering services provided by Tetra Tech include fandfill and GCCS design, preparation of PTI modifications and alterations, CQA services and certification reports, development of construction plans and bid documents, landfill and GCCS planning, leachate recirculation plans, and expert testimony.	\$2,700,000 (last cell development)	100%
		Tetra Tech prepared a PTI alteration for phasing changes to accommodate operational changes at the site and an update to the CQA plan for laboratory testing changes and approved alterations. Tetra Tech is also preparing a 10-Year Design Demonstration for the facility to compare Ohio Solid Waste Construction Rules to the landfill's unconstructed components.		
		In 2006, the facility received a PTI modification for an 84 million cy expansion that had been prepared by Tetra Tech. The expansion design included wetland permitting, the design of a separatory liner system, wetlands permitting, and obtaining a variance approval from the OEPA. Additionally, Tetra Tech staff provided expert testimony in a permit appeal hearing brought about by a local citizens group against the expansion.		
		Tetra Tech developed construction plans for the Cells 2, 3 and 4A at the site, including the design and layout for operational access road, stormwater management system design, wetlands remediation, and liner system shear strength testing and reporting. Prior to Tetra Tech, some of our key team members have also provided CQA and certification services in the past prior to employment with Tetra Tech, which includes the construction and testing of a soil liner test pad.		
		Tetra Tech also provides ongoing support for slope stability analyses, shear strength testing, regulatory coordination, air permitting and compliance, SWPPP, and NPDES permitting.		



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arleton Farms Landfill	Republic Services, Inc. Wayne County, Michigan Ms. Betty LeClerc (248) 931-7199	Tetra Tech staff members have provided landfill design, permitting, CQA, and air compliance services to Carleton Farms Landfill. The landfill has a solid waste disposal area of more than 400 acres and includes separate disposal areas for both municipal solid waste (MSW) and incinerator ash. Tetra Tech staff members designed a 10 million cy lateral northeast	\$250,000 (2016 land fill gas system expansion)	50%
		expansion in 2006 and completed an 18 million cy northwest expansion in 2011. The design includes a number of alternative features to allow the owner operational flexibility and the opportunity to use the most cost effective construction materials.		
		The baseliner configuration for each landfill cell consists of an insitu ten foot natural clay liner overlain by a composite landfill baseliner composed of a combination of a geosynthetic clay liner and geomembrane. Leachate is collected within each landfill cell and pumped through a sump and sideslope riser and either recirculated on site or trucked to a wastewater treatment (WWTP).		
		Tetra Tech has performed airspace and construction costs evaluation for the facility annually and also prepares five year phasing plans for both disposal areas and gas management system. In addition, Tetra Tech has prepared construction plans and bid documents for the past thirteen cell and final cap construction projects as well as recent CQA services.		
		The facility produces electrical power from fourteen CAT 3516 internal combustion engines. Tetra Tech staff has prepared NSPS Title V permit application, requests for permit renewals, modifications, permit-to-install applications for new control devices, and tier II testing of non-methane organic compound (NMOC) concentration for Prevention of Significant Deterioration (PSD) determination. Tetra Tech also provides air compliance services for semi-annual NSPS reporting, monthly well field compliance reviews and alternate timeline requests for the facility.		



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15. CURRENT ACTIVITIES ON WHICH YO	OUR FIRM IS THE DESIGNATED ENGI	NEER OF RECORD ASSOCIATED WITH OR RELATING TO LANDFILL CI	OSURE OR CONST	RUCTION.
PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	NATURE OF YOUR FIRM'S RESPONSIBILITY	ESTIMATEO CONSTRUCTION COST	PERCENT COMPLETE
Riverview Land Preserve	City of Riverview, Michigan Mr. Robert Bobeck (734) 785-5927	Since 1999, present Tetra Tech employees have provided engineering services for the nationally recognized landfill, the Riverview Land Preserve. Services include landfill monitoring and inspection, construction forecasting, environmental monitoring, construction management and CQA, and leachate management and GCCS design. Work has included developing a closed section of the landfill into a	\$4,500,000 (2016 cell expansion)	85% ,
		municipal golf course. Other innovative initiatives include steps to reduce greenhouse gases, produce clean electricity, create a recreation area on-site, and maintaining positive relations with community and business members.		
		Tetra Tech is currently providing general engineering services for the entire landfill, including monitoring all media (groundwater, leachate, surface water, landfill gas and air), regular inspections of the landfill, construction forecasting, surveying, and support for ongoing landfill activities.		
		Tetra Tech provided construction management and CQA services for a 15-acre cell completed in 2010. We are also performing engineering and hydrogeologic work to begin a lateral expansion to include relocating up to 11 holes of the adjacent golf course.		
		Tetra Tech recently completed capital projects including replacement of all existing single-walled leachate management components with dual-contained components, which involves close cooperation with the LFG system operator. Tetra Tech is currently working with the City to put in place a system to convert a portion of the site's landfill gas into vehicle fuel.		
		In addition, Tetra Tech is consulting on the on-site LFGTE facility, operated by OTE Biomass. Most recently, Tetra Tech designed and provided CQA and construction management services for the expansion of the GCCS.		
TOTAL NUMBER OF PROJECTS:		TOTAL ESTIMATED CONSTUCTION COSTS:		
7		\$10,150,000		

PROJECT NAME	NATURE OF FIRMS	NAME AND ADDRESS	ESTIMATED	S RELATING TO LANDFILL CLOSURE	
TYPE, AND LOCATION	RESPONSIBILITY	OF OWNER	COMPLETION DATE	ESTIMATED CON	STRUCTION COST:
N/A			CONFETION DATE	ENTIRE PROJECT	YOUR FIRMS RESPONSIBILITY
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WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSULTANT QUALIFICATION QUESTIONAIRE, continued 17. COMPLETED WORK WITHIN LAST 5 YEARS ON WHICH YOUR FIRM WAS THE DESIGNATED ENGINEER OF RECORD (List 5 to 7)

PROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED	N/E / E	T	
		CONSTRUCTION	YEAR	CONSTRUCTED (YES OR NO)	
Countywide Recycling & Disposal Facility Landfill Re-design and Re-phasing	Republic Service, Inc. East Sparta, Ohio Mr. Tim Vandersall (330) 874-3855	\$12,000,000	2011	NO	
lig Run Landfill Slope Regrading and Waste Relocation Services	EnviroSolutions, Inc. Ashland, Kentucky Mr. Jim Stenborg (606) 929-9340	\$900,000	2013	YES	
Vaste Path Sanitary Landfill Init 2 Phase 2 Cell Construction	Waste Path Sanitary Landfill, LLC. Calvert City, Kentucky Mr. John Denton (270) 366-7656	\$700,000	2014	YES	
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18. COMPLETED WORK WITHIN LAST 5 YEARS IN WHICH YOUR FIRM HAS BEEN A SUBCONSULTANT TO OTHER FIRMS (INDICATE PHASE OF WORK WHICH YOUR FIRM

ROJECT NAME, TYPE AND LOCATION	NAME AND ADDRESS OF OWNER	ESTIMATED CONSTRUCTION COST OF YOUR FIRM'S PORTION	YEAR	CONSTRUCTED (YES OR NO)	FIRM ASSOCIATED WITH	
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		Page 23			EOI: City of Wheeling Landfill Closure Cap	SAVING S





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WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONSULTANT QUALIFICATION QUESTIONAIRE, CONTINUES

19. Use this space to provide any additional information or description of resources supporting your firm's qualifications to perform work for the WV Department of Environmental Protection.

Tetra Tech, Inc. is pleased to provide the State of West Virginia with our Expression of Interest (EOI) for site characterization study, leachate management, and closure cap design for the City of Wheeling Landfill.

Tetra Tech is a leading provider of consulting, engineering, program management, and construction management services. In 2016 Engineering New Record ranked Tetra Tech the number one solid waste firm in the United States for the fourth consecutive year. The company supports commercial and government clients focused on water, environment, infrastructure, resource management, and energy. The project team will be staffed with service-specific experts from Tetra Tech.

Tetra Tech was founded in 1966 as a civil engineering firm. During the 1980s, Tetra Tech met the expanding need for environmental remediation, which involved landfill closure, groundwater modeling, and restoring contaminated military and manufacturing facilities and sites. The firm became a publicly traded company in December 1991. Tetra Tech's Waste Management Group is an international team of planners, engineers, designers, and environmental specialists with the resources to address the wideranging needs of the municipal solid waste and energy management markets. We support communities across North America through the full life-cycle of solid waste facility planning, design, construction, operation, and closure. We have consulted with the largest private waste management firms in the world, the largest public solid waste agencies in the U.S, as well as many regional solid waste management firms and smallto medium-sized communities. Our waste management practice has enjoyed consistent growth due to the depth and breadth of our technical expertise, our stability and geographic reach, and our reputation for quality, responsive solid waste consulting services. Tetra Tech employs 16,000 staff working from over 400 offices worldwide, including eight in West Virginia.

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Tetra Tech's landfill engineering services include, but are not limited to:

- Landfill site master planning/design/ permitting;
- Baseliner and final cover design/geosynthetics;
- Geotechnical/site characterization/slope stability;
- Mechanically stabilized earthen walls (MSEs);
- Leachate collection system design/ recirculation/bioreactor;
- Landfill gas (LFG) collection and control;
- Air compliance;

- Infrastructure and stormwater control design;
- Landfill closure/financial plan/funding;
- Landfill reclamation/mining/redevelopment;
- Construction management/procurement;
- Construction quality assurance (CQA);
- Operational assistance; and
- Wastewater design.

20. The foregoing is a statement of facts	Date:	
Signature; Title: Fairmont Operations Manager Printed Name: Stephanie Warino, P.G., WV LRS	November 22, 2016	

Received

Fax:

Nov 22 2016 12:49pm Nov 22 2016 01:03pm P062/071

APPENDIX B **PURCHASING AFFIDAVIT** 是一个人,我们们的一个人,我们就是一个人的人,我们就是一个人的人,我们就是一个人的人的人,我们也不是一个人的人的人,我们也不是一个人的人的人,我们也不是一个人的

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 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 **DEFINITIONS:**

"Debt" means any assessment, premium, penally, 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 WITNESS THE FOLLOWING SIGNATURE.

THE FOLLOWING SIGNATURE:	
Vendor's Name; Tetra Tech, Inc.	
Authorized Signature: MAR P Special	P2
State of reansylvania	Date: November 21, 2016
County of Alleghang, lo-wit:	
Taken, subscribed, and sworn to before me this 22 day of Navy	and har
My Commission expires August 2 20	<u>17.</u>
AFFIX SEAL HERE	PUBLIC Cyrithia K. Hallinggal
COMMONWEALTH C	Purchasing Affidavil (Revised 08/01/2015)

COMMONWEALTH OF PENNSYLVANIA

Notarial Scal

Cynthia K. Hakuszczak, Notany Public

Green Tree Boro, Aliepheny County

My Commission Expires Aug. 8, 2017

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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APPENDIX C TETRA TECH PROJECT EXPERIENCE MATRIX

Tetra Tech Representative Solid Waste Project Experience

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Tetra Tech Representative Solid Waste Project Experience

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Tetra Tech Representative Solid Waste Project Experience

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Tetra Tech Representative Solid Waste Project Experience

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Ann Risk Insurance Services West, Inc.					CONTACT NAME: PHONE					
I/U/ WI (Sh) Te Roulevand					(A/C, No. Exp: (866) 283-7122 PAX (A00) 352 0107					
Suite 2600 Los Angeles CA 90017-0460 USA					E-MAIL (A/C, No.): (000) 905-0105 ADDRESS:					
L STORY OF STORY OF USA										
NSUIRED						INSURER(S) AF	FORDING COVERAGE		NAIC #	
Tetra Tech, Inc.					INSURER A: National Union Fire Ins Co of Pittsburgh					
! VOL Andersen Drive							19445			
Pittsburgh, PA 15220 USA					INTURER C:					
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COVERAGES	COVERAGES					INSURER F:				
THIS IS TO CERTIFICATE NUMBER:										
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					EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. UTHORIZED REPRESENTATIVE					
Charleston, wv 26304										
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