

Expression of Interest

May 21, 2018

*Third-Party Engineering
Testing and Inspections Contract
West Virginia Capitol Moisture
Intrusion Repair Project*

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WV PURCHASING
DIVISION



Prepared for:

Ms. Linda Harper
Department of Administration,
Purchasing Division
2019 Washington Street East
Charleston, WV 25303-0130

Prepared by:

Triad Engineering
10541 Teays Valley Road
Scott Depot, WV 25560



May 21, 2018

Ms. Linda Harper
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305

**RE: Expression of Interest
Third- Party Engineering Testing and Inspections
Building One – WV State Capitol Moisture Intrusion Repair Project
Charleston, WV
Triad Proposal No. 04-18-0275**

We are pleased to present our proposal for providing Third Party Engineering Testing and Inspections for the WV State Capitol Moisture Intrusion Repair Project, in Charleston, WV. Triad Engineering (Triad) is confident that the attached documentation will illustrate why we are the best candidate for this project.

- **Triad** has outstanding technical qualifications including our experienced professional staff, modern equipment, and our knowledge of the potential project area.
- **Triad** has extensive experience working with several different schools boards in constructing new facilities or adding to the existing structures. Our Geotechnical and Materials Testing services are among the best in the state.
- **Triad** has most of the required services in house and will only need the use of Non-Destructive Inspection Services from Hurricane, WV for periodic welding inspection.
- All work for this project will be performed by Triad's Scott Depot, WV office.
- **Triad's** accounting system is up to date and well maintained. It segregates and identifies accumulating costs for each job that is performed under this type of project. This allows for thorough budget tracking.

We appreciate the opportunity to submit the attached materials in response to your request for proposals. If you have any questions or comments about our proposal, please do not hesitate to contact us at 304-755-0721.

Very truly yours,

TRIAD ENGINEERING, INC.



Danny H. Lipscomb, P.E.
Geotechnical Engineering Manager



David F. Meadows, P.E., P.S.
Regional Manager, Chief Technical Officer

SECTION A. GENERAL INFORMATION

Firm General Description

Triad Engineering, Incorporated (Triad) is a regional civil consulting firm based in West Virginia. We are an employee owned, ESOP S Corporation. Triad provides professional services in the areas of civil, environmental, geotechnical engineering; site assessment; planning and landscape architecture; geology and hydrogeology; surveying and mapping; construction inspection; and related services. Our firm has provided services on many thousands of projects of varying size and complexity since its founding in Morgantown, West Virginia in 1975.

Through our over 42 years of service in West Virginia and surrounding states, both the number and complexity of these projects have grown. Our clients include Federal and State governmental agencies, mining and industrial corporations, contractors, architects, engineers, attorneys, developers, and commercial organizations.

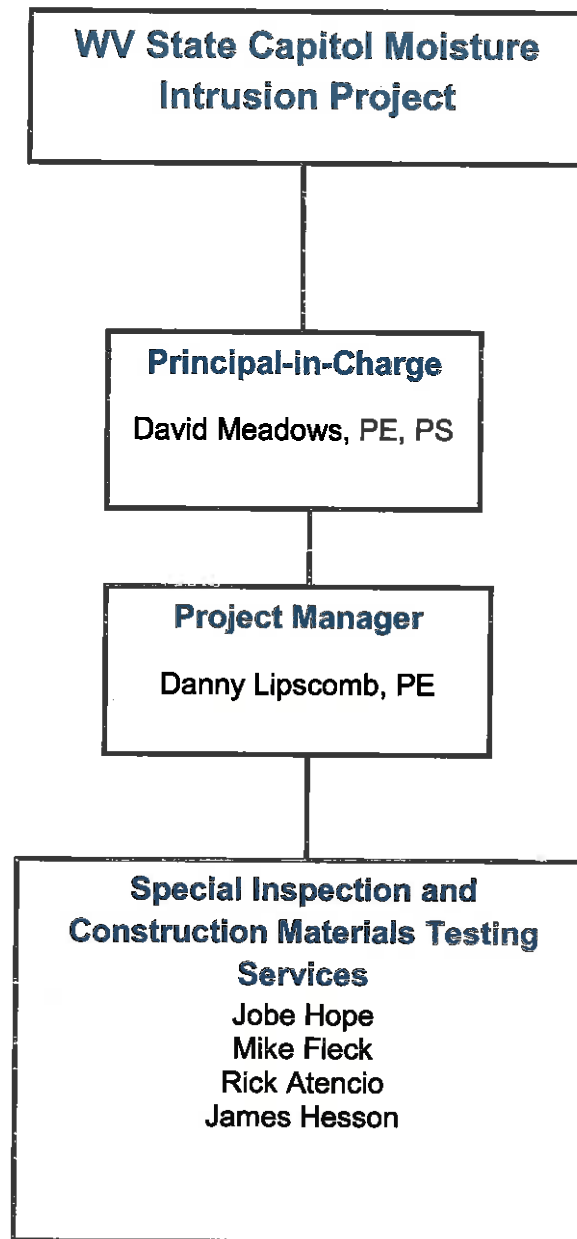
Facilities and equipment available to support our staff have continued to evolve through the years to adapt to the changing needs of the market. Each of our offices contains computer facilities that are utilized for hydrogeological evaluations, risk assessment, stability analyses, survey data reduction, mapping and site design. Our computer based drafting and reproduction facilities are used to develop detailed site plans, construction details, and other graphic documentation as required for our projects. Our Utilities Group possesses all the necessary equipment to perform a thorough and comprehensive Sanitary Sewer Evaluation Study including Closed Circuit Television Camera Systems (remote control and cable driven), flow meters and smoke testing equipment.



Triad currently includes a staff of nearly 185 personnel located in seven offices: Hagerstown, Maryland; Pittsburgh, Pennsylvania; Ashburn and Winchester, Virginia; Athens, Ohio; and Morgantown and Scott Depot, West Virginia. Our personnel include chemical, civil, environmental, geotechnical and mining engineers, as well as geologists and hydro geologists, biologists, chemists, environmental scientists, planners, landscape architects, natural resource specialists, regulatory compliance specialists, permitting engineers, risk assessors and health and safety specialists.

SECTION B. PROJECT EXPERIENCE

ORGANIZATIONAL CHART



SECTION B. PROJECT EXPERIENCE

Triad has vast experience in providing special inspection services on building projects. We have worked on projects ranging from small additions, to new builds. We have provided services including civil design, geotechnical investigations, surveying, environmental site analyses, and quality control materials testing and construction monitoring. Some examples of representative project experience are:

Confidence Elementary School Confidence, West Virginia



Project Description:

The project consists of the construction of a new elementary school in Confidence, West Virginia. Services provided by Triad for this project included drilling to obtain subsurface soil / rock samples in order to evaluate subsurface conditions, laboratory testing to determine the engineering properties of subsurface materials, preparation of final geotechnical report to provide conclusions and recommendations for design and construction, and construction materials testing and quality control monitoring during earthwork and building construction.

Client

Putnam County Schools
Scott Coyner
304-586-0500

SECTION B. PROJECT EXPERIENCE

Devonshire Development Scott Depot, WV

Project Description:

TRIAD provided full civil engineering services including site development design for this project. The project consisted of the construction and site development for a large luxury mixed used residential development located in Scott Depot, West Virginia. The development which encompasses approximately 110 acres will ultimately have 532 luxury apartments, 174 townhouses, 72 condominiums and 59 single family patio homes. The development also includes a 6,500 square foot clubhouse, resort style pool, play grounds and sport courts. TRIAD worked with a project team consisting of the architect and developer, to create a complete, comprehensive set of construction drawings. Site features included concrete and asphalt paving, sidewalks, curb and gutter, site utility routing, drainage structures, and storm water management features.



Services provided by Triad consisted of, field surveying to generate a map of existing site and topographic features, geotechnical investigations to determine subsurface conditions to facilitate design of the building foundations and associated site work, design of all site grading and drainage features and storm water management features, and preparation of West Virginia Division of Highways (WVDOH) encroachment permit and West Virginia DEP construction storm water permits. The permitting phase of the project also included close coordination with the Putnam County, West Virginia Planning Commission to obtain building permits and certificates of occupancy. Triad also performed construction administration services on this project including full time inspection, construction documentation, pay estimate review, and Owner / Contractor coordination.

Client

Cathcart Properties, Inc.

SECTION B. PROJECT EXPERIENCE

Addition to Lakeside Elementary School Hurricane, West Virginia

Project Description:

The project consists of the construction of a classroom addition to the existing Lakeside Elementary school located near Hurricane, West Virginia. The purpose of the addition is to replace portable classrooms. Services provided by Triad for this project included drilling to obtain subsurface soil / rock samples in order to evaluate subsurface conditions, laboratory testing to determine the engineering properties of subsurface materials, preparation of final geotechnical report to provide conclusions and recommendations for design and construction, and construction materials testing and quality control monitoring during earthwork and building construction.



Client

Putnam County Schools
Scott Coyner
304-586-0500

SECTION B. PROJECT EXPERIENCE

Milton Middle School Pine Haven Drive Milton, West Virginia

Project Description:

TRIAD provided field services to Hayslett Construction for construction of the Milton Middle School. Services performed consisted of the following:

- Quality Control in the field for
 - Compaction
 - Concrete Field Tests
 - Floor Flatness and Levelness
 - Coring
 - Visual Steel Inspection
- Laboratory Testing of
 - Concrete
 - Soils
 - Aggregates for pervious concrete and asphalt paving



Documents generated included daily reports, test results for both field and laboratory testing, and floor flatness reports.

All parking areas on the site were constructed of pervious concrete. This was the first use of pervious concrete in West Virginia and required that testing personnel be certified through a special class presented on site.

Client

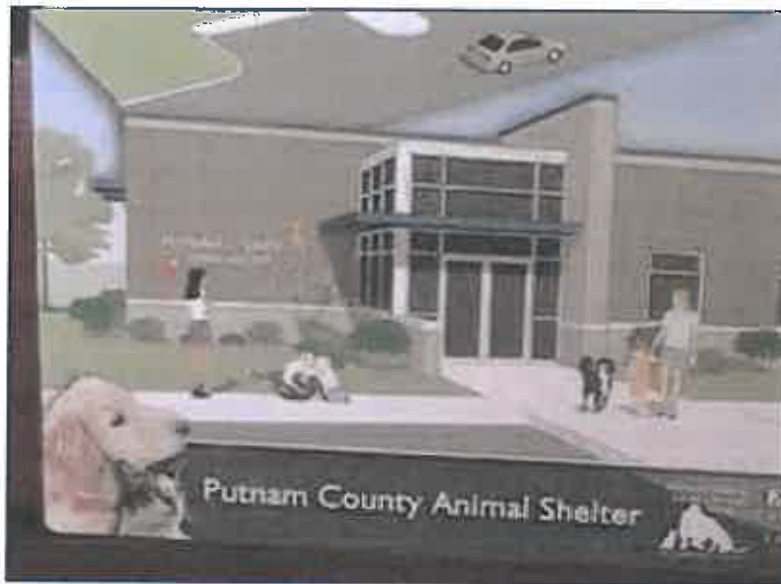
Hayslett Construction
Tim Hayslett, Jr.
304-542 0977

SECTION B. PROJECT EXPERIENCE

Putnam County Animal Shelter WV Route 62 Eleanor, West Virginia

Project Description:

The project consists of the construction of a new animal shelter for Putnam County, West Virginia. The project is located immediately adjacent to the east end of the Winfield Bridge connecting U.S. Rt. 35 with WV Route 62. Due to the configuration of the existing site, a considerable amount of earthwork is required to facilitate a suitable building and parking site. Triad has been retained by the project Architect to provide special inspections for this project.



Services being performed by TRIAD for this project include compaction testing during fill and backfill placement, concrete testing during the placement of site and building concrete, inspection including compressive strength testing during masonry construction, inspection during footing construction and reinforcing steel inspection during foundation installation.

Project Contact

Fred Pack
Silling Associates, Inc.
405 Capitol Street
Charleston, WV 25301
(304) 346-0565

SECTION C. EXPERIENCE OF KEY PERSONNEL

Triad has assembled a team of individuals with broad experience to bring unmatched knowledge and expertise to your project. The professional staff who will be assigned to your project will possess the necessary qualifications in their particular areas of expertise, and will work with you and your staff to ensure success. Following is a brief summary of our key staff for this project:

Our principal in charge, **David Meadows, PE, PS**, is a registered professional engineer and surveyor. Mr. Meadows brings over 43 years of leadership, design and project management experience to Triad Engineering. Mr. Meadows joined Triad in 2013 to provide management to the southwest region which includes the southern West Virginia area and the Athens, Ohio office. Prior to coming to Triad he served in a number of technical and leadership positions at the US Army Corps of Engineers, Huntington District. His expertise includes civil design, geotechnical engineering, construction management, surveying, environmental remediation and water resources engineering.

Danny Lipscomb, PE, is currently the Geotechnical Services Manager and a Senior Engineer at the Scott Depot branch of Triad. In this capacity, he has been involved in development and management of subsurface exploration projects and development of geotechnical engineering reports providing recommendations based on field observations and laboratory results for bearing capacity, earthwork operations, earthen dam embankments, slope stability, flexible and rigid pavement design, lateral earth pressures, sinkhole remediation, geophysics (electrical resistivity and ground penetrating radar), and rock excavation. These projects have included roadway/bridges, freshwater dams, shopping centers, buildings, retaining walls, residential communities, water storage tanks, waste water treatment facilities, and structures for coal mining facilities. Danny has served as our project manager on the majority of our recent K-12 School projects. Danny will serve as project manager and lead geotechnical engineer on this project.

All Lab work will be performed by our Lab Manager, Mr. **Ali Dastgheib**. Mr. Dastgheib has over 33 years of experience performing and supervising geotechnical and environmental laboratory testing. He manages our Scott Depot laboratory which is a WVDOT-DOH and AASHTO-AMRL approved testing facility. In this capacity, Mr. Dastgheib is responsible for assignment and review of all laboratory testing required for all types of projects, as well as personally performing the more sophisticated testing programs. He has been involved with all laboratory testing performed on prior K-12 School projects. Mr. Dastgheib is responsible for all laboratory personnel including, but not limited to, all training and support. Mr. Dastgheib is also responsible for all laboratories Quality Assurance/Quality Control, which includes ensuring current standards (ASTM, AASHTO, etc.) are utilized for testing. He also maintains all lab records of recertification and calibrations.

SECTION C. EXPERIENCE OF KEY PERSONNEL

John (Jobe) Hope is currently the Quality Control, Construction Manager at the Scott Depot Triad location. In this capacity he oversees the field staff, by handling calls from technicians on technical matters, staffing and scheduling and serving as the branch RSO. Mr. Hope also handles and in house QA/QC, schedules training classes, keeps records of inspections and calibrations. In addition, he also writes proposals for perspective jobs, assigns new jobs and lab work and writes QC plans. John (Jobe) Hope will serve as the quality control supervisor on this Project.

Mr. Hope will be assisted in the field by **Mike Fleck**. Mr. Fleck is currently a Senior Engineering Technician at the Scott Depot office of Triad. Mr. Fleck duties in this role have included quality control testing and inspection of soil, concrete, structural steel and asphalt. Mr. Fleck has supervised as many as 2 engineering technicians on projects. He has provided project inspection and Quality Assurance/ Quality Control services on numerous building, site and highway and bridge projects throughout West Virginia. In addition, Mr. Fleck also trains newer technicians, and handles all job specific reporting. Mike will serve as the lead field technician/inspector on this Project.

Mike Fleck will be assisted in the field by **Rick Atencio and James Hesson**. They are currently Engineering Technicians at the Scott Depot office of Triad. In this capacity they perform field testing and inspection of various construction materials including: concrete, asphalt, steel and soil compaction. They are trained and experienced in the use of a nuclear moisture gauge for field compaction testing. Additionally, they are proficient in performing geotechnical laboratory testing on concrete, aggregates and soils.

Detailed information for the above discussed personnel is included on individual resumes included in Appendix A.

As mentioned previously, all work will be performed in-house at our Scott Depot, WV office and laboratory and no sub-consultants will be required. Executing a project with no sub-consultants allows for better control over the project budget and schedule.

SECTION C. EXPERIENCE OF KEY PERSONNEL

Our Laboratories provide support to our geotechnical engineering and construction monitoring divisions. Triad maintains complete laboratory facilities where tests are conducted by experienced technicians under the supervision of professional engineers. Our laboratory technicians hold many applicable state agency certifications. Materials tested include soil, concrete, aggregate, asphalt, rock and sprayed on fireproofing. Our testing labs routinely participate in national quality control programs administered by AMRL and CCRL, which follow AASHTO and ASTM testing procedures. Our laboratory accreditations and certifications are included in Appendix B.



SECTION D. PROJECT UNDERSTANDING AND APPROACH

Based on our review of your Expression of Interest (EOI) and our knowledge of the proposed project, we understand the State of West Virginia's need for Special Inspections. Our engineers and engineering technicians are qualified to provide testing and inspection services for this project. With the project team that we have assembled for this opportunity, we feel these projects best fit our expertise and overall capabilities as illustrated throughout this proposal. These services will include, but are not limited to the following:

- **Structural Steel Inspection (AISC 360-2010)**
- **Masonry Inspection and Testing (TMS 402/602-2013)**
- **Sprayed Fire-Resistant Material**

Based on the schedule discussed in the Request for Statement of Qualifications (SOQ), and the current workload of each of our team members, we are able and committed to commence the work within the required timeframes. The following section further illustrates Triad's understanding of the project as well as our general project approach.



SECTION D. PROJECT UNDERSTANDING AND APPROACH

The following is our proposed approach to the project. This approach is based on and incorporates all scope items set forth in the EOI.

QUALITY ASSURANCE TESTING AND INSPECTION SERVICES PROJECT APPROACH

Structural Steel

During structural steel erection, inspection will be performed to document the following:

- Periodic Inspection of Welded Connections
- Periodic Inspection of Bolted Connections
- Periodic Inspection of Installation of Steel Framing and Connections

Masonry

During masonry construction, inspection and testing will be performed as follows:

- Masonry Strength Testing
- Periodic Verification of Mortar Proportions
- Periodic Verification of Strength of Grout to Include Observation of Preparation of Grout Specimens (Clay Tile)
- Periodic Verification of Type, Size, and Placement of Masonry Anchors (Clay Tile, Limestone).
- Periodic Verification of Grade, Type, Size, and Placement of Reinforcement (Clay Tile).
- Periodic Verification of Spacing and Placement of Grout (Clay Tile)
- Periodic Verification of Placement of Masonry Units and Construction of Mortar Joints (Brick, Clay Tile, Limestone).

Sprayed Fire-Resistant Material

During the application of sprayed on fire-resistant material, inspection and testing will be performed as follows:

- Inspection of Structural Member Surface Conditions per Manufacturer's written requirements.
- Inspection of Service Temperature and Ventilation Requirements per Manufacturer's written requirements at the Time of Application
- Testing of Thickness of Material at not less than 25% of Structural Members.
- Testing of Density of Material at not less than One Sample for Each Type of Structural Member for each 2,500 Square Feet of Floor Area.
- Testing of the Cohesion/Adhesive Bond Strength at Each Type of Structural Member for Every 2,500 Square Feet of Floor Area of the Cured Material.

SECTION D. PROJECT UNDERSTANDING AND APPROACH

Quality Assurance Reporting

All field and laboratory test results will be documented on the appropriate forms as the tests are performed. Daily reports will be generated documenting construction activities and will include quality control tests conducted and the results. Disposition of failing tests and materials and corrective actions will be discussed. All reports and test results will be submitted electronically at the end of each work day. Photographs will be taken of significant items including problem areas and resulting corrective action.



SECTION E. PROJECT REFERENCES

A list of project references is as follows:

Putnam County Schools
Scott Coyner
304-586-0500

Hayslett Construction
Tim Hayslett, Jr.
304-542 0977

Silling Associates, Inc.
Fred Pack
(304) 346-0565

APPENDIX A
KEY PERSONNEL RESUMES



EDUCATION

M.S., Civil Engineering
(Geotechnical), 1981, Virginia
Polytechnic Institute and State
University, Blacksburg, Virginia.

M.S., Civil Engineering, 1987,
West Virginia College of
Graduate Studies, Charleston,
WV

B.S., Civil Engineering, 1974,
West Virginia Institute of
Technology, Montgomery, WV,
Graduated Cum Laude.

PROFESSIONAL EXPERIENCE

41 Years.

REGISTRATIONS & LICENSES

Registered Professional
Engineer- WV
Registered Professional
Surveyor- WV

PROFESSIONAL AFFILIATIONS

WV Society of Professional
Surveyors
National Society of Professional
Surveyors

SKILLS

- Geotechnical Engineering
- Engineering Management
- Surveying
- Civil Engineering
- Environmental Assessments

HIGHLIGHTS OF EXPERIENCE

Mr. Meadows brings over 40 years of leadership, design, construction and project management experience to Triad Engineering. Mr. Meadows joined Triad in 2013 to provide management to the southwest region which includes the southern West Virginia area and the Athens, Ohio office. Mr. Meadows has recently been named Triad's Chief Technical Officer. In this capacity he helps with technical expertise, quality and risk management, operations management, leadership and business development.

Prior to coming to Triad he served in a number of technical and leadership positions at the US Army Corps of Engineers, Huntington District. His expertise includes civil design, geotechnical engineering, construction management, surveying, environmental remediation and water resources engineering.

RELEVANT EXPERIENCE

Triad Engineering, Scott Depot, WV

Mr. Meadows has played an important role in maintaining the technical quality and management of the region, while being very active in business development. Besides managing all phases of operations for the Scott Depot, WV and Athens, OH offices, Mr. Meadows is responsible for management and planning of all civil engineering design projects; environmental assessments; surveying and mapping; water/wastewater engineering design projects; construction monitoring and testing operations; geotechnical investigation projects; and soils and concrete laboratory work in the region.

US Army Corps of Engineers, Huntington, WV

Chief H&H and Technical Support Division, Great Lakes and Ohio River Dam Safety Production Center and Dam Safety Modification Mandatory Center of Expertise. Mr. Meadows was responsible for developing and directing the Division's efforts to manage the regional execution of complex, non-routine, regional and inter-regional dam safety modifications, engineering assessments and risk and reliability analyses throughout the infrastructure capital stock portfolio of the U.S. Army Corps of Engineers. He primarily accomplished this mission through twelve senior technical staff (Hydraulic, Cost and Construction Engineers) who oversaw all complex technical aspects of modification work. He directed their work and provided them with strategic leadership, mentoring, coaching, counseling, team building, partnering, direction and management.

Chief, Engineering and Construction Division. Mr. Meadows was responsible to the District Commander for the Engineering and Construction functions associated with creating synergy between water resource development and the environment as it pertained to the Civil Works Program; responded to local, national, and global disasters; and provided full spectrum engineering and construction support to a geographic area comprising 45,000-square-miles. The district infrastructure includes 35 major flood control dams, nine locks and dam, and 29 major local flood protection projects. He provided technical, management, and strategic advice on engineering and construction matters. He directed a diverse staff of 215 team members engaged in all of the district's engineering design, construction, dam safety, levee safety, water management, flood damage reduction, navigation, flood proofing, and environmental enhancement, restoration and rehabilitation projects.

Chief, Water Resources Engineering Branch, Engineering and Construction Division. Mr. Meadows was responsible for planning, supervising and coordinating all hydrologic and hydraulic engineering, water control management and water quality activities of the Huntington District. These multiple discipline activities involved supervisory and program responsibility for studies, designs and reports through all stages of engineering investigations and planning, including preliminary examinations, surveys, review of surveys, urban studies, design reports and final construction plans and specifications for a wide variety of projects which included multiple-purpose projects for flood control, hydroelectric power development, navigation, water quality, and/or recreation, in various combinations, local flood protection projects, and channel improvement.

In addition to the above positions, Mr. Meadows has served as the Chief, Environmental and Remediation Section, Construction Management and Field Support Branch, Chief, Civil Design Section, Design Branch, Chief Soils & HTRW Section, Geotechnical Branch. He has also served as a Geotechnical Engineer, a Program Manager and a Hydraulic Engineer. During his career at the Corps he has worked on numerous projects such as the Yatesville Dam design and construction; West Columbus Floodwall, Williamson Central Business District Floodwall, Matewan Floodwall, Grundy Floodwall, Island Creek Flood Damage Reduction Project, Lower Mud Flood Damage Reduction Project and the Marlinton Flood Damage Reduction Project; R. C. Byrd, Winfield and Marmet Locks and Dam Replacement; Willow Island and Medahl hydropower additions; and the Bluestone, Zoar Levee, Dover, Bolivar, Beach City and Mohawk Dam Safety Modifications; and the Tom Jenkins Mineral Extraction. Mr. Meadows was responsible for the engineering and construction management of the Summit Equipment Remediation, American Car and Foundry Remediation, West Virginia Ordnance Works Remediation and Operations & Maintenance, Dolly Sods, and the PBOW Remediation and Operations & Maintenance; and the Zoar Levee Emergency Repairs. Directly responsible for the development of Flood-proofing Guide Plans and Specifications that resulted in numerous savings and adopted across the USACE.



EDUCATION

Fairmont State College, WV
BS, Civil Engineering
Technology

PROFESSIONAL EXPERIENCE

15 Years

REGISTRATIONS & LICENSES

- Registered Professional Engineer, WV

SKILLS

- Geotechnical Evaluations
- Energy Sector
- Environmental Assessments
- Permitting
- Construction Materials Testing and Inspections

HIGHLIGHTS OF EXPERIENCE

Mr. Lipscomb is currently a Department Manager for Geotechnical Engineering Section and Senior Engineer at the St. Albans branch of TRIAD. In this capacity, he has been involved in development and management of subsurface exploration projects and development of geotechnical engineering reports providing recommendations based on field observations and laboratory results for bearing capacity, earthwork operations, earthen dam embankments, slope stability, flexible and rigid pavement design, lateral earth pressures, sinkhole remediation, geophysics (electrical resistivity and ground penetrating radar), and rock excavation. These projects have included freshwater dams, shopping centers, roadway/bridges, buildings, retaining walls, residential communities, water storage tanks, waste water treatment facilities, and structures for coal mining facilities. Duties included assignment of laboratory testing, visual inspection of soil/rock specimens, geophysics, and earthen embankment evaluation. Mr. Lipscomb has additional experience in areas relating to civil site design, hydrologic and hydraulic design, grading plans, site drainage design, water line plans, sewer line plans, hydraulic calculations, storage tank sizing, booster station design, roadway layout and design, storm water management plans, technical specifications, environmental and regulatory permitting, blast monitoring, and construction quality control.

RELEVANT PROJECT EXPERIENCE

Subsurface and Foundation Explorations (WV, VA, MD, KY, and OH)

Mr. Lipscomb has performed subsurface and foundation explorations for various private business and industrial firms. The projects consisted of performing subsurface explorations and analysis and recommending appropriate foundation types based on the results of the subsurface exploration. The projects also involved estimating potential settlement, delineating potential subsurface problems, and providing related recommendations regarding the geotechnical aspects of the projects. A geotechnical report was prepared and provided to the client for each project. Mr. Lipscomb has also designed foundation systems for buildings and other structures.

Dominion Transmission, Inc. (Chelyan, West Virginia)

As project engineer, Mr. Lipscomb processed information gathered during drilling activities and developed a report of subsurface exploration to aid in the design of a horizontal directional drilling project under the Kanawha River in Kanawha County, West Virginia. This included providing rock core unconfined compression test results, and performing a review of rock core samples to observe their Mohs Scale of Mineral Hardness values. Regional geologic information was also given to aid in the project's design.

United Coal Company (Crab Orchard, West Virginia)

As project engineer, Mr. Lipscomb performed geotechnical analysis of the site subsurface conditions and provided foundation recommendations for new coal preparation plant components planned to improve an existing facility. New coal preparation plant components included in the project consisted of a main coal preparation plant building, a raw coal reclaim tunnel, raw and clean coal stock piles (including stacker tubes), a loadout unit, and a refuse bin. Mr. Lipscomb recommended the use of cast-in-place concrete caissons for the majority of the proposed components due to underlying fill of unknown origin and variable content. Cast-in-place concrete caisson design parameters were provided for each of the proposed components, and spread foundation design parameters were provided for the refuse bin as an alternative to cast-in-place concrete caissons.

Putnam County Schools (Putnam County, West Virginia)

Mr. Lipscomb served as the project engineer for the subsurface exploration at multiple Putnam County School projects. His responsibilities on the projects included scheduling and coordination of drilling activities, oversight of assignment for laboratory analysis of soil samples collected during drilling activities, developing boring logs, performing estimated settlement calculations, developing foundation recommendations, and composing a report of subsurface exploration for the individual projects.

Water Distribution System Upgrades (Boone, Wayne, Berkley, Lincoln, and Logan Counties, West Virginia)

Mr. Lipscomb has served as the project engineer for the detailed design of over 30 miles of water line extensions and associated appurtenances, including the preparation of construction drawings, water storage tank sizing and design, booster station design, hydraulic calculations, technical specifications, cost estimates, contractor's bid documents, review and recommendation of contractor's bids, and review of shop drawings.

Water System Upgrade Projects

Six Mile Water Line Extension – Boone County, WV

Joe's Creek Water Line Extension – Boone County, WV

Lick Creek Water Line Extension – Boone County, WV

Trace Branch Water Line Extension – Boone County, WV

Town of Ceredo – Wayne County, WV

Mifflin-Sharples Water Line – Logan County, WV

Mingo Logan Coal Company – Logan County, WV

Civil/Site Design Projects (West Virginia, and Virginia)

Mr. Lipscomb has civil/site design experience related to the development of grading plans, cut/fill analysis, utility design/layout, hydrological analysis, hydraulic evaluations of open channel flow systems, storm sewer design, stormwater retention/detention design, sediment control structure design, preparation of permit applications, and consulting with clients, architects, regulatory agencies, and municipalities.



EDUCATION

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

West Virginia Institute of
Technology
BS, Mechanical Engineering

PROFESSIONAL EXPERIENCE
25 years

REGISTRATIONS

- Registered Professional Engineer, WV
- Certified Monitoring Well Installer, WV

SKILLS HIGHLIGHTS

- Drilling Inspection
- Design of Subsurface Explorations
- Approval of Design Drawings
- Geotechnical Engineering Cost Proposals
- Geotechnical Analysis & Reporting

HIGHLIGHTS OF EXPERIENCE

Mr. Haynes serves as the Senior Drilling Manager for Triad's drilling operations when he manages all drilling and sampling activities conducted by the firm's regional offices. Mr. Haynes previously served as a Project Geotechnical Engineer. Mr. Haynes' duties include design and implementation of the subsurface investigations, assignment of laboratory testing, approval of design drawings, development of technical specifications, and preparation of drilling and geotechnical engineering cost proposals and reports.

RELEVANT PROJECT EXPERIENCE

Corridor H Drilling-Kerens to Parsons, Randolph, Tucker Counties, WV

The project consists of the geotechnical Drilling for a 5.62 mile section of a 4 lane Expressway which extends from Interstate 79 near Weston, WV east to the Virginia state line near Wardensville, WV. Mr. Haynes was the project manager for this project which consisted of 272 Borings for a total drilling footage of 15,757 feet. This project was extremely difficult due to the extremely steep terrain and strict environmental requirements.

Morris Impoundment, Dodridge County, WV

The project consists of the construction of an impoundment for the construction of a secondary containment system for a centralized water storage tank in Dodridge County, WV to be used in development of natural gas wells. Mr. Haynes provided drilling supervision and oversight during the subsurface investigation portion of the project. The subsurface investigation consisted of drilling 7 test borings to depths ranging from 16.5 to 45 ft. beneath the existing ground surface. Standard Penetration Testing was performed at each location and rock coring was performed at select borings.

Appalachian Corridor "H", Tucker and Grant Counties, WV

As a Staff Geotechnical Engineer, Mr. Haynes worked closely with the field inspectors during the subsurface investigation phase by helping make decisions concerning boring locations, depths, and subsurface descriptions. He entered boring logs, assigned laboratory testing, and prepared geological stick bar borings to be placed on the project cross sections. Mr. Haynes also designed cut and fill slopes, performed slope stability analysis on critical embankment fills, estimated shrink/swell factors for excavated materials, and tabulated probable sources of select embankment for these sections of the Corridor. He compiled all information into a final geotechnical roadway report, including the three bridges in this section. Bridge reports provided foundation recommendations and bearing capacity computations for each of the bridge abutments and piers.

Western Juvenile Detention Center, Barboursville, WV

As a Project Engineer, Mr. Haynes developed and implemented the subsurface investigation for this detention facility. His responsibilities included coordination with our in-house survey department, determination of access for drill rig and equipment, and supervision of all field work.

Ohio University Southern Center for Development, Athens, OH

Mr. Haynes worked with drill teams from Triad during the subsurface investigation phase of this project, and then prepared computer-generated borings logs and assigned laboratory testing. From this, he prepared a geotechnical report including foundation recommendations, allowable bearing capacities, and estimated settlements.

St. Mary's Hospital, Huntington, WV

Mr. Haynes escorted Triad's drillers to this project site and staked the test borings utilizing measurements from existing site features. Following the subsurface investigation, Mr. Haynes then prepared a geotechnical report including foundation recommendations, allowable bearing capacities, and estimated settlements.

Cenalli Impoundment, Barbour County, WV

The project consists of the construction of an impoundment with an approximate total volume of 10.2 million gallons, located in Barbour County, WV. We understand that the impoundment will be used as a centralized pit for the storage of water used in development of natural gas wells. Mr. Haynes provided drilling supervision and oversight during the subsurface investigation portion of the project. The subsurface investigation consisted of drilling 4 test borings to depths ranging from 30 to 40 ft. beneath the existing ground surface. Standard Penetration Testing and rock coring was performed at each location.

West Virginia Route 9, Jefferson and Berkeley Counties, WV

As a Staff Geotechnical Engineer on the first section of this project, Mr. Haynes worked as the Lead Inspector in the field during the subsurface investigation by logging soil and rock from bore holes, keeping track of drill rigs, and aiding other inspectors. He designed cut and fill slopes, performed slope stability analysis on critical embankment fills, performed settlement calculations for embankment fills, estimated shrink/swell factors for excavated materials, and tabulated probable sources of select embankment.

Coalfields Expressway, Sophia, WV

As a Project Geotechnical Engineer on this project, Mr. Haynes initially developed a boring layout based on the project cross-sections provided by the client. He also worked with field inspectors during the subsurface investigation to design cut and fill slopes, perform settlement calculations for embankment fills, estimate shrink/swell factors for excavated materials, and tabulate probable sources of select embankment. After the original subsurface investigation and geotechnical report was completed, WVDOT decided to extend the project 800 ft. in an attempt to balance borrow and waste. Mr. Haynes then developed a recall boring list in order to continue the project.

Pleasants County PSD Water Storage Tanks, Pleasants County, WV

Mr. Haynes escorted Triad drillers to this project site and worked with the drill crew during the subsurface investigation. Following the subsurface investigation, Mr. Haynes developed computerized boring logs, assigned laboratory testing, and prepared a geotechnical report including foundation recommendations, allowable bearing capacities, and estimated settlements.

Fairdale Elementary School, Fairdale, WV

Mr. Haynes escorted Triad's drillers to this project site and staked the test borings utilizing measurements from existing site features. Following the subsurface investigation, Mr. Haynes developed computerized boring logs, assigned laboratory testing, and prepared a geotechnical report including foundation recommendations, allowable bearing capacities, and estimated settlements.

Proposed Hampton Inn, Gallipolis, OH

Mr. Haynes escorted Triad's drillers to this project site and staked the test borings utilizing measurements from existing site features. Following the subsurface investigation, Mr. Haynes developed computerized boring logs, assigned laboratory testing, and prepared a geotechnical report including foundation recommendations, allowable bearing capacities, and estimated settlements.



EDUCATION

West Virginia Institute of
Technology, WV
BSCE, Civil Engineering

PROFESSIONAL EXPERIENCE
34 Years

REGISTRATIONS & LICENSES

- 40 - Hour West Virginia Department of Highways Aggregate Certification
- 40 - Hour West Virginia Department of Highways Compaction Certification
- 40 - Hour Hazardous Waste Operations Training OSHA 29 CFR 1910.120
- ACI Grade I Laboratory Certification

SKILLS

- Geotechnical Testing
- Environmental Testing

HIGHLIGHTS OF EXPERIENCE

Mr. Dastgheib has over 33 years of experience performing and supervising geotechnical and environmental laboratory testing. He manages our St. Albans laboratory which is a WVDOT-DOH and AASHTO-AMRL approved testing facility. In this capacity, Mr. Dastgheib is responsible for assignment and review of all laboratories testing required for all types of projects, as well as personally performing the more sophisticated testing programs. He has been involved with all laboratories testing performed on prior WVDEP and WVDOT-DOH projects. Mr. Dastgheib is responsible for all laboratory personnel including, but not limited to, all training and support. Mr. Dastgheib is also responsible for all laboratories Quality Assurance/Quality Control, which includes ensuring current standards (ASTM, AASHTO, etc.) are utilized for testing. Also maintains all lab records of recertification and calibrations.

RELEVANT PROJECT EXPERIENCE

U.S. Route 35 Upgrade Projects, Putnam, Mason Counties, West Virginia

Mr. Dastgheib supervised and performed laboratory testing during these projects to upgrade U.S. Route 35 in Mason and Putnam Counties, West Virginia. Laboratory materials testing included gradation and Atterberg limit testing of all aggregate materials and compressive strength testing of concrete test cylinders.

U.S. Route 119 Upgrade, Logan and Mingo Counties, WV

Mr. Dastgheib supervised and performed laboratory testing during this project to upgrade U.S. Route 119 in Logan and Mingo Counties, West Virginia. Laboratory materials testing included gradation and Atterberg limit testing of all aggregate materials and compressive strength testing of concrete test cylinders.

Sixth Street Bridge, Huntington, WV

Duties included laboratory testing during construction of a bridge across the Ohio River in Huntington, WV. Laboratory testing included gradation and Atterberg limit testing of aggregate materials and compressive strength testing of concrete test cylinders.

EDUCATION

Marshall University, WV
BS. Geology

PROFESSIONAL EXPERIENCE

4 Years

HIGHLIGHTS OF EXPERIENCE

Mr. Morris works with our Geotechnical Department and in the Laboratory in our St. Albans, WV office as a staff geologist. In this capacity, Mr. Morris's responsibilities include inspecting ongoing drilling projects. His drilling inspection responsibilities include coordination with the client, and logging soil and rock samples. He communicates and coordinates with the project engineers and the drillers to verify the work is being completed correctly. In the Lab, Mr. Morris performs multiple tests including, standard and modified Proctors, sieve analyses,, Atterberg limits, tri-axial compression, permeability and unconfined compressive strength tests.

RELEVANT PROJECT EXPERIENCE

East Beckley Bypass, Beckley, West Virginia

As a staff geologist, Mr. Morris was responsible for field coordination activities during geotechnical drilling for this WVDOH highway expansion and upgrade project in Raleigh County, WV. His duties also included logging and field classification of soil and rock samples. Mr. Morris also assisted in the preparation of engineering boring logs and report preparation.

Dow Evergreen Project, Institute, West Virginia

As a staff geologist, Mr. Morris was responsible for field coordination activities during geotechnical drilling for this chemical facility project in Institute, WV. His duties also included logging and field classification of soil and rock samples. Mr. Morris also assisted in the preparation of engineering boring logs and report preparation.

Dingess Street Bridge, Logan, West Virginia

As a staff geologist, Mr. Morris was responsible for field coordination activities during geotechnical drilling for this WVDOH bridge replacement and upgrade project in Logan, WV. His duties also included logging and field classification of soil and rock samples. Mr. Morris also assisted in the preparation of engineering boring logs and report preparation.

Special Metals Equipment and Building Expansion, Burnaugh, KY

As a staff geologist, Mr. Morris was responsible for field coordination activities during geotechnical drilling for this steel manufacturing facility project in Burnaugh, KY. His duties also included logging and field classification of soil and rock samples. Mr. Morris also assisted in the preparation of engineering boring logs and report preparation.

Bayer Crop Science West Sump SEP Project, Institute, WV

As a staff geologist, Mr. Morris was responsible for field coordination activities during geotechnical drilling for the construction of a large concrete sump for the Bayer Crop Science facility Institute, WV. His duties also included logging and field classification of soil and rock samples. Mr. Morris also assisted in the preparation of engineering boring logs and report preparation.



EDUCATION

West Virginia State College

PROFESSIONAL EXPERIENCE

27 Years

REGISTRATIONS

- WVDOT/DOH Certifies Tech Training Classes – Compaction, Aggregate, Portland Cement and Bituminous Concrete
- Troxler 8 Hour Nuke Safety and Operation
- Troxler Radiation Safety Officer Training
- 40 OSHA Training
- MSHA Impoundment Inspector Training ACI Training and Classes
- USACOE – Contractor QC Training
- WVDOT/DOH Compaction Inspector
- WVDOT/DOH Portland Cement Inspector
- WVDOT/DOH Aggregate Inspector
- WVDOT/DOH Bituminous Inspector
- ACI – Grade I Field Tech

HIGHLIGHTS OF EXPERIENCE

Mr. Hope is currently the Field Services Manager for the Scott Depot office of TRIAD. In this capacity he oversees the field staff, by handling calls from technicians on technical matters, staffing and scheduling and serving as the branch RSO. Mr. Hope also handles and in house QA/QC, schedules training classes, keeps all records of inspections and calibrations. In addition, he also writes proposals for perspective jobs, assigns new jobs and lab work and writes all QC plans.

RELEVANT PROJECT EXPERIENCE

Marshall University Football Stadium, Huntington, WV

Duties included the Testing and Sampling of site concrete. Testing of utility line backfill for compaction. The testing of structural steel and light foundation connections for proper bolt torque.

Sixth Street Bridge, Huntington, WV

Duties included Testing and Sampling of all West Virginia Department of Highways (WVDOT) classes of concrete. The monitoring thickness and testing of both fills and backfills for compaction. The sampling and testing of the river water for clarity during construction. Maintaining Quality Control Charts.

Georgia Pacific Plant, Mount Hope, West Virginia

Duties included Testing and Sampling of all concrete. Testing and monitoring lift thickness of tills. Collection of new proctor samples when material changes occurred. Utilization of an onsite lab to cure and break the test cylinders at proper intervals. Reporting of all information.

King's Daughter Medical Center Addition, Ashland, Kentucky

Duties included the Testing and Inspection of auger cast pile foundation instillation. Testing and Sampling of site concrete.

American Electric Power's North Charleston Service Center, Charleston, WV

Duties included the Testing and Sampling of site concrete, Testing and Monitoring of fill and backfill placement. The shipping of test samples to AEP lab and the receiving and recording of the test data. Inspection of plumbing crews including instillation of work. Backfill of utility trenches. Inspection of testing the lines. Inspection of concrete finishers work. Filling out of AEP's daily log sheets.

RCB Locks and Dam, Apple Grove, West Virginia

Duties included site concrete Testing and Sampling. The testing of fill placement by sandcone method. Collection and determination of usability of site fill materials. Utilized onsite lab for gradation/sieve analysis.

Endocrine Disruptor Study, Potomac, Ohio, Monongahela and Kanawha Rivers

Duties included the Sampling and Collection of raw river water to be tested by EPA and WV DEP for Endocrine Disruptors. The labeling and shipping of the samples to the testing labs.

- ACI – Grade I Lab Tech
- 40 OSHA HAZWOPER Certification
- MSHA –Certified Impoundment Inspector
- MSHA –Above Ground Hazard Trained
- US Army COE – Construction QC Manager for Contractors
- PCI Level I and IIF-Number Measurement/Floor Flatness
- Pervious Concrete Technician
- Licensed Asbestos Inspector, WV

Photographic locations for the report and document river levels and clarity.

Commerce Park and West Pea Ridge Bridges, Huntington, West Virginia

Duties included the sampling and testing of all classes of WVDOH concrete. Testing and monitoring of lift thicknesses of fills and backfills. The collection of aggregate samples.

Route 10 Overpass Overlay, Chapmanville, West Virginia

Duties included the sampling and testing of the latex modified concrete for the overlay. Including the making of chloride perm samples.



EDUCATION

Lord Fairfax Community
College
AS, Civil Engineering

PROFESSIONAL EXPERIENCE

22 Years

CERTIFICATIONS

- Nuclear Density Gauge
Radiation Safety
- WVDOT Compaction
Technician Level 1
- VDOT Soils and
Aggregate Technician
- WACEL Concrete
Technician Levels 1 and
2
- WACEL Foundation
Technician
- Radiation Safety Officer

SKILLS

- Soil and Concrete
Laboratory & Field
Testing
- Estimating
- Coordination of Testing
and Inspections Work

HIGHLIGHTS OF EXPERIENCE

Mr. Hammond is currently the Construction QC Services Manager of the Winchester, Virginia office of Triad Engineering, Inc. In this capacity, Mr. Hammond is responsible for client consulting and management of construction testing and inspections, management of field personnel and testing equipment and development of project budgets and scopes of services. Mr. Hammond's administrative duties include time sheet review, generating proposals, cost analysis, implementing training procedures, conducting departmental meetings and ensuring effective communication with departmental staff and providing consultation and troubleshooting on projects.

RELEVANT PROJECT EXPERIENCE

Various Warehouse and Manufacturing Facilities, Frederick County, VA

These projects ranged from additions and renovations to new construction for Warehouse and Manufacturing Facilities in Frederick County, Virginia from 2011 to the present. Construction of these projects ranged from 5,000 sf additions to new 1,000,000 sf warehouses. Project scope included inspections of concrete, masonry, reinforcing steel, foundations, subgrade, compaction of soils/aggregates/asphalt, structural steel, light gauge framing and pre-slab inspections. The construction costs for these projects ranged from \$20,000 to \$95,000,000. A few of these projects are listed below.

Frederick County, VA Projects with Similar Duties Included

Stonewall Phase I- 330,000 s.f. Warehouse, Winchester, VA
Stonewall Phase II- 400,400 s.f. Warehouse, Winchester, VA
McKesson Warehouse Facility – 450,000 s.f. Warehouse, Clear Brook, VA
Whitehall Commerce Center- 1,000,000 s.f. Warehouse, Clear Brook, VA
Rubbermaid Warehouse Addition, Winchester, VA
Home Depot Distribution Center, Winchester, VA
Miller Milling Silo and Rail Addition, Winchester, VA
FedEx Warehouse Addition, Winchester, VA
Carneuse Facility Expansion, Clear Brook, VA
M&H Plastics Addition, Winchester, VA
Frederick County Bus Maintenance Facility, Winchester, VA
Stowe Woodward Addition, Middletown, VA
H.P. Hood Facility Additions, Winchester, VA

Loudoun County Public Schools, Loudoun County, VA

These projects ranged from additions and renovations to new construction for K-12 schools throughout Loudoun County, Virginia from 2001-2017. Construction of these projects ranged from 5,000 sf feet additions to 280,000 sf new high schools. Project scope included inspections of concrete, masonry, reinforcing steel, foundations, subgrade, compaction of soils/aggregates/asphalt, structural steel, light gauge framing and pre-slab inspections. The construction costs for these projects ranged from \$25,000 to \$75,000,000.



EDUCATION

Dupont High School

PROFESSIONAL EXPERIENCE

19 Years

REGISTRATIONS

West Virginia Department of
Highways Compaction
Inspector

West Virginia Department of
Highways Aggregate
Sampler

West Virginia Department of
Highways Portland Concrete
Inspector

ACI Level 1 Concrete
Technician

Smoke Certification

OSHA 40 Hour Hazardous
Waste Operations

MSHA Certificate of Training
Pervious Concrete
Technician

Trenching and Excavation
Competent Person

Troxler 8 Hour Nuke Safety
and Operation

Troxler Radiation Safety
Officer Training

40 OSHA Training

MSHA Impoundment
Inspector Training ACI

HIGHLIGHTS OF EXPERIENCE

Mr. Fleck is currently a Senior Engineering Technician at the Southwestern Region of Triad. Mr. Fleck duties in this role have included quality control testing and inspection of soil, concrete, structural steel and asphalt. Mr. Fleck has supervised as many as 2 engineering technicians on projects. He has provided project inspection and Quality Assurance/Quality Control services on numerous building, site and highway and bridge projects throughout West Virginia. In addition, Mr. Fleck also trains newer technicians, and handles all job specific reporting.

RELEVANT PROJECT EXPERIENCE

Mr. Fleck has performed Quality Control Testing and Inspection on Numerous Highway/Bridges projects, Industrial and Commercial projects. He has provided these services throughout our service area of operations as can be seen on the following representative project list.

Highway / Bridge Projects

Coalfields Expressway QAM – Mullens, WV
Route 10 Upgrades - Logan to Man, West Virginia
Johnson Creek Bridge - Alta, West Virginia
Shadle Bridge - Point Pleasant, West Virginia
Jefferson Ave. Bridge - Huntington, West Virginia
I-64 Upgrade - Cross Lanes, West Virginia
Darnell Road Overpass - Huntington, West Virginia
King Coal Highway – Mingo County, West Virginia

Dam and Impoundment Projects

Elkwater Fork Dam – Elkins, WV
Wallback Dam – Wallback, WV

Water and Wastewater Projects

I and I Study – Cadiz, Ohio
Phase II Water Distribution System – Mason, WV
East Beckley WWTP - Beckley, West Virginia
Bradley WWTP - Bradley, West Virginia

Building Construction & Site Development

Fountain Place - Logan, West Virginia
Lowe's - Lexington, Kentucky
Cabell Huntington Hospital Additions - Huntington, West Virginia
Pullman Square - Huntington, West Virginia
Huntington Post Office - Huntington, West Virginia
Lakin Correctional Facility - Lakin, West Virginia
Marshall University Foundation Center – Huntington, West Virginia
King's Daughters Medical Center – Ironton, Ohio
Milton Middle School – Milton, West Virginia
Devonshire – Scott Depot, West Virginia



PROFESSIONAL EXPERIENCE

9 Years

REGISTRATIONS & LICENSES

- MSHA 24 Hour Training
- OSHA 30 Construction Management
- OSHA HAZWOPER 40 Hour Training
- Licensed Asbestos Inspector
- West Virginia Certified Concrete Technician

SKILLS

- Earthwork Construction Expertise
- Utility Construction Knowledge
- Concrete and Foundation Construction Expertise
- Earthwork Compaction Testing
- Concrete Materials Testing
- Asbestos Inspection

HIGHLIGHTS OF EXPERIENCE

Mr. Atencio is currently an engineering technician with Triad's Scott Depot, West Virginia office. In this capacity he assists the Geotechnical Engineering Department in performing onsite construction materials testing and construction monitoring. Tests performed by Mr. Atencio include compaction testing and construction monitoring during earthwork fill placement and concrete testing and concrete construction monitoring during concrete placement. Mr. Atencio also performs inspections and surveys to assist in the determination of the presence of asbestos containing materials

RELEVANT PROJECT EXPERIENCE

Devonshire Pond No. 2 Reconstruction, Scott Depot, WV

This project consisted of the redesign and reconstruction of the dam for Retention Pond No. 2. The original dam was designed by others and was breached due to the collapse of the principal spillway decant pipe. TRIAD redesigned the principal spillway, decant pipe and the new embankment. The dam was constructed in the late summer and fall of 2016. Mr. Atencio performed all construction monitoring and concrete and compaction testing during construction.

Holden Elementary School, Holden, WV

Mr. Atencio served as an engineering technician on this project to construct an elementary school. His responsibilities consisted of full time monitoring, compaction testing and concrete testing during site, utility, and foundation construction. He monitored all fill placement, utility pipe placement and trench backfill, and foundation construction for compliance with the project plans and specifications.

Devonshire Residential Housing Development, Scott Depot, WV

Mr. Atencio served as an engineering technician on this luxury residential complex consisting of townhomes, apartments, and single family dwellings. His responsibilities consisted of full time monitoring, compaction testing and concrete testing during site, utility, and foundation construction. He monitored all fill placement, utility pipe placement and trench backfill, and foundation construction for compliance with the project plans and specifications. Mr. Atencio also monitored all access road and parking area construction.

Community Wide Brownfields Assistance Grant Program, Huntington, WV

As an Engineering Technician, Mr. Atencio assisted the project manager with the collection, documentation, and photographic documentation of samples collected during the asbestos inspection phase of the project.

County Wide Brownfields Assistance Grant Program, Fayette County, WV

As an Engineering Technician, Mr. Atencio assisted the project manager with the collection, documentation, and photographic documentation of samples collected during the asbestos inspection phase of the project.

Base Construction, Nitro, WV

Prior to his employment at Triad Engineering, Inc., Mr. Atencio worked as an equipment operator for an environmental and site work contractor. Mr. Atencio performed earthwork excavation and site grading for various site work and utility construction projects.

EDUCATION

ACI Classes

WVDOH Concrete, Soil and
Aggregate Classes

MSHA Training

Nuclear Safety Training and
Operation

PROFESSIONAL EXPERIENCE

5 Years

HIGHLIGHTS OF EXPERIENCE

Mr. Hesson is currently an Engineering Technician at the Scott Depot office of Triad. In this capacity he performs field testing and inspection of various construction materials including: concrete, asphalt, and soil compaction. He is trained and experienced in the use of a nuclear moisture gauge for field compaction testing. He has served as the sole QC Technician on projects. Additionally, Mr. Hesson is proficient in performing geotechnical laboratory testing on concrete, aggregates and soils. Mr. Hesson also has experience working in our utility and drilling departments.

RELEVANT PROJECT EXPERIENCE

Mr. Hesson has performed and assessed with Quality Control Testing and Inspection on a variety of different types of projects. He has provided these services throughout our area of operations as can be seen on the following representative project lists.

Highway/Bridge Projects

Corridor H – Tucker County, West Virginia

Building Construction & Site Development

Buffalo High School - Buffalo, West Virginia

Sheetz Store – Spring Hill, Nitro, & Ripley, West Virginia

Nitro Streetscape - Nitro, West Virginia

Boone Memorial Hospital - Madison, West Virginia

Winfield Elementary – Winfield, West Virginia

AutoZone Store – Proctorville, Ohio

Holden Elementary School – Holden, West Virginia

Cabell Huntington Hospital – Huntington, West Virginia

Industrial

Tech Center – South Charleston, West Virginia

Toyota Plant – Buffalo, West Virginia

Cathcart Dam Rehab – Scott Depot, West Virginia

Robert C Byrd Dam – Apple Grove, West Virginia

Delbarton WWTP – Delbarton, West Virginia

EDUCATION

High School Graduate

PROFESSIONAL EXPERIENCE

5 Years

REGISTRATIONS & LICENSES

- WVDOH Compaction Technician
- WVDOH Aggregate Technician
- WVDOH Concrete Technician
- ACI Level I Field Technician
- Nuclear Safety Training and Operation

SKILLS

- Field Testing and Inspection
- Geotechnical Laboratory Testing

HIGHLIGHTS OF EXPERIENCE

Mr. Taylor is currently an Engineering Technician II at the Scott Depot office of Triad. In this capacity he performs field testing and inspection of various construction materials including: concrete, asphalt, steel and soil compaction. He is trained and experienced in the use of a nuclear moisture gauge for field compaction testing. He has served as the sole QC Technician on many projects as well as leading a team of up to three technicians. Additionally, Mr. Taylor is proficient in performing geotechnical laboratory testing on concrete, aggregates and soils. Mr. Taylor also has experience working in our drilling and environmental departments. Mr. Taylor is well versed in smoke testing of sanitary and storm sewer piping as well as CCTV work.

RELEVANT PROJECT EXPERIENCE

Mr. Taylor has performed and assessed with Quality Control Testing and Inspection on a variety of different types of projects. He has provided these services throughout our area of operations as can be seen on the following representative project lists.

Water and Wastewater Projects

Inflow and Infiltration Study-Cadiz, Ohio
Flood Damage Evaluation – Alderson, WV
Cowen WWTP – Cowen, West Virginia
Belle Sewer Inspection – Belle, West Virginia
Pea Ridge PSD WWTP – Greenbottom, West Virginia
WVAW Plant Addition – Huntington, West Virginia
Gary Sewer Line Inspection – Gary, West Virginia

Highway/Bridge Projects

Liberty Park Road - Putnam County, West Virginia
Dunbar Toll Bridge – Kanawha County, West Virginia
Corridor H – Tucker County, West Virginia

Building Construction & Site Development

Sheetz Stores - Beckley, Huntington, and Cross Lanes, West Virginia
Bojangles – Huntington, West Virginia
WalMart Fuel Center - Ripley, West Virginia
O'Reilly's Store - Beckley, West Virginia
Postal Shipping Facility - Charleston, West Virginia
St. John's Church – Scott Depot, West Virginia
South Parkersburg Library – Parkersburg, West Virginia
Prim Law Office – Scott Depot, West Virginia
Southside Elementary Addition – Huntington, West Virginia
Devonshire Development – Scott Depot, West Virginia
Charleston Tennis Club – Charleston, West Virginia

Boone Memorial Hospital – Madison, West Virginia
Proctor & Gamble Site Development – Inwood, West Virginia
Cabell Huntington Hospital – Huntington, West Virginia

Industrial

Dover Air Force Runway Improvements – Dover, Delaware
Constillium Addition - Ravenswood, West Virginia
Control Tower, Mid Ohio Valley Airport – Williamstown, West Virginia
Hawk's Nest Hydro Dam – Cotton Hill, West Virginia
Dynegey Plant - Hanging Rock, Ohio
Cynergy Addition – Milton, West Virginia
AEP Sporn Plant Closer – New Haven, West Virginia



EDUCATION

Lord Fairfax Community
College

PROFESSIONAL EXPERIENCE

14 Years

CERTIFICATIONS

- Nuclear Density Gauge Radiation Safety
- WVDOH Compaction Technician
- WVDOH Aggregate Sampling Inspector
- ACI Concrete Field Technician Grade 1
- VDOT Soils and Aggregate Field
- Commonwealth of VA, BHCD Commercial Building Inspector
- ICC Building General 1B

SKILLS

- Construction Testing
- Construction Inspections

HIGHLIGHTS OF EXPERIENCE

Mr. Posey is currently a Senior Engineering Technician at the Winchester, Virginia office of Triad Engineering, Inc. In this capacity, Mr. Posey is responsible for construction testing and inspections for various projects located throughout the Mid-Atlantic region.

Specifically, Mr. Posey is responsible for performing such inspections as asphalt, soils, and aggregate compaction testing, concrete testing, masonry, spray-on-fire resistive materials, foundation, structural and reinforcing steel inspections. Mr. Posey also has experience with performing non-destructive testing such as Windsor probe, floor flatness and reinforcing steel inspection using a cover meter. In addition, Mr. Posey performs periodic thorough masonry inspections, to include compliance of material and reinforcing steel placement with project drawings and specifications and testing of mortar and grout materials for various projects. He is a very detailed oriented individual who performs various third-party/special inspections for many Counties throughout Virginia and West Virginia, capable of performing pre-blast inspections, blast monitoring, floor flatness testing and caisson inspections and has extensive experience in FAA and WVDOH projects.

RELEVANT PROJECT EXPERIENCE

Bass Hoover Elementary School Addition, Stephens City, VA

Duties included inspections of asphalt, soils, and aggregate compaction testing, concrete testing, masonry, spray-on-fireproofing, foundation, slab and reinforcing steel inspections for a 10,000 square foot single story elementary school addition with partial basement, access road and utility alignments, paved parking areas and other appurtenances. Worked closely with Frederick County Public Schools Project Manager, general contractor and various subcontractors to verify work was being performed within the project drawings and specifications.

Sysco Regional Distribution Center, Warren County, WV

Work performed included footing inspections, slab inspections, concrete testing and compaction testing for a new warehouse.

Home Depot Rapid Response Center, Frederick County, VA

Work performed included footing, wall and slab inspections, structural steel inspection, compaction and concrete testing, and various other special inspections.

Wakefield School, Fauquier County, VA

Duties included inspection of rubble constructed retaining walls, controlled fill monitoring, SWM pond construction, asphalt pavement testing, concrete, mortar and grout sampling/testing and various other activities working as the owner's QA/QC agent for this project.

Winchester Medical Center – ODC, Winchester, VA

Work included extensive firestop inspections for this recently completed structure.

Tailings Pond "0" Impoundment, Utica, IL

Performed testing inspection services in relation to the Decant system for the initial project phase.

Lord Fairfax Community College Student Union Building, Middletown, VA

Duties included inspections of asphalt, soils, and aggregate compaction testing, concrete testing, masonry, spray-on-fireproofing, foundation, slab and reinforcing steel inspections for a three-story 50,000 square foot building with partial basement, access road and utility alignments, paved parking areas and other appurtenances. Worked closely with the design build team and various subcontractors to verify work was being performed within the project drawings and specifications.



EDUCATION

James Wood High School

Barclay Career School

PROFESSIONAL EXPERIENCE

26 Years

CERTIFICATIONS

- Nuclear Density Gauge Radiation Safety
- WVDOH Compaction Technician
- WVDOH Aggregate Sampling Inspector
- ACI Field Testing Technician Grade 1
- VDOT Soils and Aggregate Field
- VDOT HMA Field
- VDOT Surface Treatment
- WVDOH PCC Inspector

SKILLS

- Construction Testing
- Construction Inspections

HIGHLIGHTS OF EXPERIENCE

Mr. Lauck is currently a Senior Engineering Technician and Construction Inspector at the Winchester, Virginia office of Triad Engineering, Inc. In this capacity, Mr. Lauck is responsible for construction testing and inspections for various commercial and transportation projects located in the Mid-Atlantic region. Specifically, Mr. Lauck is responsible for performing such inspections as asphalt, soils, and aggregate compaction testing, concrete testing, masonry, spray-on-fire resistive materials, foundation, slab and reinforcing steel inspections. Mr. Lauck also has experience with performing non-destructive testing such as Windsor probe, floor flatness and reinforcing steel inspection using a cover meter. In addition, Mr. Lauck is capable of performing pre-blast inspections, blast monitoring, floor flatness testing and caisson inspections and has extensive experience in FAA and WVDOH projects.

RELEVANT PROJECT EXPERIENCE

WVDOH District 4 Inspection, Clarksburg, WV

Served as project inspector on various roadway-paving projects in District 4 as part of Triad's open-ended Statewide inspection contract. Projects included, but are not limited to Cooper's Rock Rest Area and Truck Scales where he monitored fill placement, concrete placement, and road sign installation along new off ramp of Interstate 68.

WVANG Runway, Berkeley County, WV

Project included a taxiway expansion including mass fill and utilities installations for Taxiway E. Responsible for documentation of all construction activities and materials installation. Performed quality control testing of soil and various other construction materials.

Mechanicsburg Bridge, Hampshire County, WV

Performed testing of embankment fill, road base aggregate and testing of concrete consisting of Types B, K, and Latex Modified.

Interstate 81, Berkeley County (Exit 12), WV

Performed quality control testing and inspection of fill for embankment, base stone and asphalt associated with the widening of the roadway, bridges and off-ramps.

Solaris Paper Facility, Shenandoah County, VA

Performed quality control testing and inspection of clay and clay/rock fill placements, retaining wall construction, footing, slab, cast-in-place wall and tilt-up wall inspections, concrete testing and structural steel inspections and roofing inspections for this fast paced approximate 450,00 square foot project.

Valley Health Projects, Winchester, Warren County, Shenandoah County, VA

Has performed a variety of inspections including, but not limited to the following: foundation, wall and slab inspections, fireproofing inspections, flatness testing and structural steel inspections.

Dollar Tree, Warren County, VA

Performed cast-in-place footing inspections, masonry wall inspections and some structural steel inspections for this out parcel.

Homewood Subdivision, Shenandoah County, VA

Performed controlled fill monitoring of clay/rock placements and performed segmental retaining wall inspections.

HIGHLIGHTS OF EXPERIENCE

Ms. Fiddler is a Senior Engineering Technician at the Ashburn location of Triad Engineering, Inc. Ms. Fiddler has over 14 years of experience with a focus on Special Inspections. Her duties include field observations, documenting project progress and deficiencies. Ms. Fiddler has a wide range of experience in Special Inspections and construction observation and materials testing, including: roofing, waterproofing, EIFS, through-wall flashing, sealant systems, structural steel, concrete, soils, fireproofing, masonry and floor flatness testing.

RELEVANT PROJECT EXPERIENCE

Vienna Community Center, Vienna, VA

Special Inspection Technician for a full range of testing and construction monitoring services. This project included two additions to an existing building, and selective demolition to the building for roofing, window, and interior finish renovations. A 9,118 SF gymnasium addition was constructed to the west of the existing building and shall include storage and support spaces. A 4,870SF addition including a new lobby, restrooms, and connecting corridors to the existing building and Gymnasium Addition was constructed to the north of the existing. Ms. Fiddler was in charge of Structural steel observation and testing; including plumbness, visual examination of shop and field welds, grout and masonry, metal deck installation, roof deck installation, shear studs, cold formed light-gauge steel framing, and torque testing of bolted connections.

Keene Mill Elementary School, Springfield, VA

Ms. Fiddler was the Lead Special Inspections Technician for a multi-story addition to include new classrooms, cafeteria and office spaces. The proposed addition included new parking area as well as modifications to the existing storm and sewer lines. The special inspections specified for this project and itemized in the county-approved statement of special inspections were completed pursuant to the Special Inspections Program requirements. Ms. Fiddler's inspection services included fireproofing, reinforcing steel, masonry, structural steel, etc.

Rock Ridge High School, Ashburn, VA

This project involved construction of a new partial two-story high school just east of the existing Rosa Lee Carter Elementary School. The total gross square footage of the high school was approximately 256,500 square feet with finished floor elevations of 299.5 (main level) and 285.5 (lower level) MSL. The structure included continuous spread and isolated column footings, interior and exterior masonry bearing walls, structural steel framing, interior light gauge steel framing, a bar joist roof system with reflective ceilings, an exterior brick veneer with accents, a partial Exterior Insulated Finishing System (EIFS) finish, and concrete slabs supported on grade and metal deck. Ms. Fiddler monitored proof-rolling activities, sampling and testing of freshly place concrete, grout and masonry, floor flatness testing, examination of reinforcing steel, structural steel monitoring and testing including

EDUCATION

University of Minnesota

PROFESSIONAL EXPERIENCE

14 Years

REGISTRATIONS & LICENSES

- WACEL Fireproofing
- WACEL Structural Steel Inspector
- VDOT asphalt Level I&II
- ACI Concrete Testing Tech Grade I
- WAGEL Soils Level I
- Thermograph, ASNT Level 1
- Allen Face Companies, F meter Operator
- CETCO, Waterproofing Quality Assurance
- EDI, Certified EIFS Inspector

SKILLS

- Roofing Observations
- Building Envelope
- Soils and Foundations Testing
- Fireproofing
- Floor Flatness Testing

plumbness, visual examination of shop field and welds, metal deck installation, roof deck installation, shear studs, light gauge steel framing and torque testing. Her inspections and observations also included examination of bearing conditions for shallow foundations and subgrade conditions for pavements, fire stop inspections with material verification.

Sterling Park – Lot 8 & 9, Sterling, VA

Special Inspection Technician for a three-story, 170,000 SF blast-proof General Services Administration (GSA) facility involving concrete tilt-up panel construction. The design of this facility incorporated blast proof requirements which caused the building to be considerably heavier than typical tilt-up concrete construction. Triad and Ms. Fiddler provided Inspection services that included earthwork; concrete, fireproofing, reinforcing steel, masonry monitoring, structural steel and NDT weld examinations, etc. Ms. Fiddler visually observed steel welded and bolted connections and verified that blast resistant doors and glazing systems met project specifications.

FEMA, Clarke County, VA

This project involved construction of a new warehouse and water storage and distribution facility at the FEMA complex on Mt. Weather. The warehouse had an overall footprint of approximately 19,500 SF. The building included continuous and isolated concrete foundations, masonry bearing walls, structural steel framing, bar joist roof system with a standing seam metal roof and concrete slabs supported on grade with partial exterior finishes consisting of decorative CMU, brick and a metal panel system. Structural steel observation and testing including plumbness, visual examination of shop and field welds, metal deck installation, roof deck installation, shear studs, and torque testing of bolted connections. Ms. Fiddler observed the installation of structural steel in the columns and roof framing. She observed columns, joists, girders, angles and bridging to make sure it was in compliance with the dimensions shown on the approved erection drawings. She monitored the anchor bolts, footings and bearings.

Building 700, Manufacturing Center, Inwood, WV

Structural Steel

APPENDIX B

REQUIRED DOCUMENTS



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

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

Proc Folder: 446537

Doc Description: EOI:Third-Party Engineering Testing and Inspections Contract

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2018-04-25	2018-05-21 13:30:00	CEOI 0211 GSD1800000006	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number: **Triad Engineering, Inc.**
 10541 Teays Valley Road
 Scott Depot, WV 25560
 (304) 755-0721

FOR INFORMATION CONTACT THE BUYER

Linda B Harper
 (304) 558-0468
 linda.b.harper@wv.gov

Signature X

FEIN # 550592364

DATE 5/21/18

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

ADDITIONAL INFORMATION

Expression of Interest

The West Virginia Purchasing Division for the agency, The West Virginia General Services Division, is soliciting CEOI responses from qualified firms to provide third party engineering services to conduct and perform special testing and inspections for the West Virginia State Capitol Dome Moisture Intrusion Repair Project per the attached documentation.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV 25305-0123 US

Line	Comm Ln Desc	Qty	Unit Issue
1	Third-party Engineering Testing and Inspection Services	0.00000	EA

Comm Code	Manufacturer	Specification	Model #
81101703			

Extended Description :

Third-party Engineering Testing and Inspection Services. ONLINE RESPONSES PROHIBITED.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Question Deadline 4:00 PM	2018-05-09

EXPRESSION OF INTEREST
Third-Party Engineering Testing and Inspections
Building One- WV State Capitol Moisture Intrusion Repair Project

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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") for the General Services Division, Architecture and Engineering Section ("Agency"), from qualified firms to provide engineering services ("Vendors") as defined herein.

PROJECT: The mission or purpose of the project for which the EOI is being solicited is to provide third-party engineering services to conduct and perform special testing and inspections for the WV State Capitol Dome Moisture Intrusion Repair Project per the 2015 IBC (International Building Code), under an open-end contract which will last the duration of the project. The purpose of this work is to assist the GSD to ensure conformance to plans and specifications and specific material requirements. The testing agency shall provide all the necessary personnel and equipment for all shop, field, and laboratory testing and inspections for the assigned project. Engineering testing services shall be provided as required by and identified in the design and construction drawings for the project, to which the Agency will provide access to the successful firm. A third-party engineering service is one which is not currently, nor will be, contracted with or employed by the prime contractor on this project.

EXPRESSION OF INTEREST
Third-Party Engineering Testing and Inspections
Building One- WV State Capitol Moisture Intrusion Repair Project

2. SCHEDULE OF EVENTS:

Release of the EOI.....	April 25, 2018
Firm's Written Questions Submission Deadline.....	May 9, 2018
Addendum Issued	TBD
Expressions of Interest Opening Date.....	May 21, 2018
Estimated Date for Interviews.....	TBD

EXPRESSION OF INTEREST
Third-Party Engineering Testing and Inspections
Building One- WV State Capitol Moisture Intrusion Repair Project

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING THE EOI

Instructions begin on the next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

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

Question Submission Deadline: **Wednesday, May 9, 2018 by 4:00pm**

Submit Questions to: Linda B. Harper, Buyer Supervisor
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: linda.b.harper@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: EOI: Third-Party Engineering Testing and Inspection
BUYER: Linda B. Harper
SOLICITATION NO.: CEOI 0211 GSD1800000006
BID OPENING DATE: May 21, 2018
BID OPENING TIME: 1:30pm
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 NA 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: Monday, May 21, 2018 at 1:30pm

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

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

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

EXPRESSION OF INTEREST
Third-Party Engineering Testing and Inspections
Building One- WV State Capitol Moisture Intrusion Repair Project

SECTION THREE: PROJECT SPECIFICATIONS

1. **Location:** The General Services Division is located Building Four, at 112 California Avenue, Charleston, WV 25305. The Project will occur at Building One (Main Building) on the Capitol Complex. Building One is situated on the northern side of the Kanawha River located along Kanawha Boulevard and fronts California Avenue on the eastern side.
2. **Background:** The West Virginia State Capitol Building was dedicated on June 20, 1932, and since the time of construction, has experienced water infiltration issues through the dome and deterioration of interior finishes and the metal cladding of the dome. Previous repairs to address water infiltration and cladding deterioration issues were executed in 1995 ("Capitol Dome Restoration Project" designed by L.P. Perfido Architects) and in 2004 ("Dome Restoration Project" designed by Swanke Hayden Connell Architects). Most recently, a field investigation was undertaken in the summer of 2016 to determine the source of apparent water infiltration causing damage to plaster within the rotunda of the Capitol Building. Based on the findings of this investigation, the GSD is undertaking a repair project to address the conditions that are contributing to active bulk water infiltration, failed interior drainage systems, and subsequent damage to interior finishes.

This "Moisture Intrusion Repair Project" generally includes comprehensive repairs at the spring line elevation where the metal cladding of the upper dome meets the limestone cornice to mitigate bulk water infiltration; replacement of internal drainage systems to include drain leaders and internal gutter at the Balustrade level that are contributing to interior water leakage; repair and restoration of the interior finishes within the inner dome and rotunda; repairs around portal windows of the upper dome; isolated repairs to exterior finishes on the upper dome and observation deck; and repairs to the limestone at the 6th floor cornice level.

Having hired a consulting Architecture & Engineering Firm (WDP & Associates Consulting Engineers) to design the repairs, and having hired a prime contractor (Wiseman Construction Co.) to undertake the repairs, the Agency requires a third-party engineering service to conduct special tests and inspections as the project proceeds.

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

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Building One- WV State Capitol Moisture Intrusion Repair Project

the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

4. Project and Goals:

- 4.1 **General:** The successful firm must provide third-party engineering services to conduct and perform special testing and inspections for the WV State Capitol Dome Moisture Intrusion Repair Project, which is estimated to occur over the next 24 months. Certain preparatory construction activities are currently underway. The successful firms should be prequalified as complying with the "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories (www.acil.org) and should specialize in the types of inspections and tests to be performed. The successful firm should be certified to operate in the State of West Virginia. The successful firm should comply with requirements of ASTM E329 (www.astm.org). The successful firm should maintain a full-time Professional Engineer licensed in the State of West Virginia.

Interested firms should include in their proposals at least three examples (but no more than ten) of projects in which they have provided testing and inspection services for construction projects. Interested firms should also provide documentation in their proposals to indicate meeting the aforementioned qualifications and certifications preferences.

- 4.2 **Potential Types of Tests:** The following are items within the project which will require special testing and inspections from third-party services:

Structural Steel (AISC 360-2010)

- **Extent of Inspections:**
 - o Inner Dome Re-tensioning repairs/Inner Dome Hanger Re-tensioning
- **Required Inspections:**
 - o Periodic inspection of welded connections.
 - o Periodic inspection of bolted connections.
 - o Periodic inspection of installation of steel framing and connections.

Masonry (TMS 402/602-2013)

- **Extent of Inspections:**

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- o Brick Units and Mortar
- o Structural Clay Tile Units and Mortar
- o Limestone Mortar
- Required Inspections:
 - o Testing to verify masonry strength prior to construction and for every 5,000 sf during construction (Brick and Clay Tile).
 - o Periodic verification of proportions of mortar for each type of masonry construction (Brick, Clay Tile, Limestone).
 - o Periodic verification of strength of grout, to include observation of preparation of grout specimens (Clay Tile).
 - o Periodic verification of type, size, and placement of masonry anchors (Clay Tile, Limestone).
 - o Periodic verification of grade, type, size, and placement of reinforcement (Clay Tile).
 - o Periodic verification of spacing and placement of grout (Clay Tile).
 - o Periodic verification of placement of masonry units and construction of mortar joints (Brick, Clay Tile, Limestone).

Sprayed Fire-Resistant Material

- Extent of Inspections:
 - o Cementitious Fireproofing of Structural Members
- Required Inspections:
 - o Inspection of structural member surface conditions per manufacturer's written requirements.
 - o Inspection of surface temperature and ventilation requirements per manufacturer's written requirements at the time of application.
 - o Testing of thickness of material at not less than 25% of structural members.
 - o Testing of density of material at not less than one sample for each type of structural member for each 2,500 square feet of floor area.
 - o Testing of the cohesion/adhesive bond strength at each type of structural member for every 2,500 square feet of floor area of the cured material.

Interested firms should include in their proposals examples of projects in which they have provided testing and inspection services of these types. Proposals should also indicate how the firm would conduct such tests on this project.

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- 4.3 Reporting of Inspection Test Results:** The testing agency will be responsible for providing electronic copies of test results to the GSD. For all field inspections, the testing agency shall provide a written daily report that details the work activities, specific locations, weather, site conditions, testing and inspections performed, and the results of such tests if available. Field observations, test reports, and laboratory test reports shall be provided electronically to the GSD Project Manager within 24 hours of the completion of the test or observation. The report shall include a written narrative of the test results and observations, with a Professional Engineering seal.

Interested firms should include in their proposals an approach and methodology for complying with these requirements during the life of the Contract.

- 4.4 Laboratory Services:** The testing may require that the third-party testing engineer utilize the services of a subconsultant laboratory to test samples. If this is applicable to the submitting firm, proposals should indicate the laboratory and demonstrate that the firm has utilized the laboratory for past projects.

Interested firms should include in their proposals how they will be handling laboratory testing, as it pertains to this project. A general description of the firm's approach and organization in performing the services described herein should also be included.

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

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

5.1.1. Firms selected for an interview should be prepared to conduct an open interview of approximately 30 minutes in duration. Generally, the first fifteen minutes will be for the firm to present to the evaluation committee, with the latter fifteen minutes reserved for a question-and-answer session.

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SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

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

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- 3.3.3. Rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required and shall commence scope of service and price negotiations with the highest qualified professional firm.
- 3.3.4. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm.
- 3.3.5. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.
- 3.4. **Vendor Ranking:** All evaluation criteria is defined in the Procurement Specifications section and based on a 100-point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:
- | | |
|-------------------------------------------------------------|----------------------------|
| • Qualifications and experience | 50 Points Possible |
| • Approach and methodology for meeting Goals and Objectives | 40 Points Possible |
| • Oral interview, if applicable | 10 Points Possible |
| Total | 100 Points Possible |

EXPRESSION OF INTEREST
Third-Party Engineering Testing and Inspections
Building One- WV State Capitol Moisture Intrusion Repair Project

SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

GENERAL TERMS AND CONDITIONS:

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

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: Initial Contract Term: This Contract becomes effective on Upon Award and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term -- This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

Other: See attached.

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

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. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$1,000,000.00 each occurrence

Automobile Liability Insurance in at least an amount of: \$1,000,000.00

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:
\$1,000,000.00

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

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

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

10. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

NA _____ for NA _____

Liquidated Damages Contained in the Specifications

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

13. 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.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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>.

32. 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.

33. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

37. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. 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.

40. 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.

41. 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.

42. 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.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. 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.

Revised 02/16/2018

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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

- 1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
- 2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
- 3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
- 4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.
- 4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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.

Daniel Lipscomb
(Name, Title)

Daniel Lipscomb, PE, Geotechnical Engineering Manager
(Printed Name and Title)

10541 Teays Valley Road, Scott Depot WV 25560
(Address)

P: (304) 755-0721 F: (304) 755-1880
(Phone Number) / (Fax Number)

dlipscomb@triadeng.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.

Triad Engineering, Inc.
(Company)

Daniel Lipscomb
(Authorized Signature) (Representative Name, Title)

Daniel Lipscomb, PE, Geotechnical Engineering Manager
(Printed Name and Title of Authorized Representative)

5/21/2018
(Date)

P: (304) 755-0721 F: (304) 755-1880
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- Addendum No. 10

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

Company

Authorized Signature

Date

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

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts
(Required by *W. Va. Code § 6D-1-2*)

Contracting Business Entity: Triad Engineering, Inc. Address: 10541 Teays Valley Road
Scott Depot, WV 25560

Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: [Handwritten Signature]

Date Signed: 5/21/2018

Notary Verification

State of West Virginia, County of Putnam:

I, Daniel Lipscomb, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 21 day of May, 18.

[Handwritten Signature]

Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §81-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Triad Engineering, Inc.

Authorized Signature: _____

Date: 5/21/2018

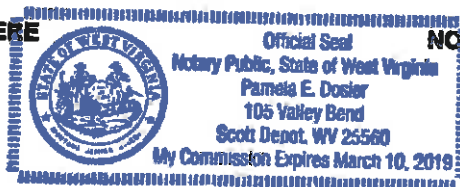
State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 21 day of May, 2018.

My Commission expires March 10, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC

Pamela E. Dosier

Purchasing Affidavit (Revised 07/07/2017)

OUR SERVICES

- ◆ Civil Engineering
- ◆ Geotechnical Engineering
- ◆ Environmental Services
- ◆ Surveying and Mapping
- ◆ Landscape Architecture
- ◆ Mine Permitting
- ◆ Construction Monitoring
- ◆ Drilling and Sampling
- ◆ Laboratory Testing



PENNSYLVANIA

500 Bursca Drive, Suite 504
Bridgeville, PA 15017
(412) 257-1325

MARYLAND

1075-D Sherman Avenue
Hagerstown, MD 21740
(301) 797-6400

VIRGINIA

200 Aviation Drive
Winchester, WV 22602
(540) 667-9300

46040 Center Oak Plaza
Suite 180
Sterling, VA 20166
(703) 729-3456

WEST VIRGINIA

1097 Chaplin Road
Morgantown, WV 26501
(304) 296-2562

10541 Teays Valley Road
Scott Depot, WV 25560
(304) 755-0721

OHIO

1005 East State Street
Suite 10
Athens, OH 45701
(740) 249-4304

