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WV Purchasing Division

ADJ22*03

EXPRESSION OF INTEREST
TO PROVIDE PROFESSIONAL ENGINEERING
SERVICES FOR
CAMP DAWSON SOUTH GATE ROAD SLIP
STABILIZATION
DESIGN PROJECT

SUBMITTED TO:

ADJUTANT GENERALS OFFICE
CHARLESTON, WEST VIRGINIA

SUBMITTED BY:

CIVIL TECH ENGINEERING, INC
300A PRESTIGE DRIVE
HURRICANE, WEST VIRGINIA 28526
Phone: 304-757-8094; Fax: 304-757-8095
civiltech1@frontier.com

DATE SUBMITTED:

AUGUST 12, 2021 11:30 AM

PHOTO: GREENBRIER RIVER TRAIL SLIDE STABILIZATION

CIVIL TECH ENGINEERING, INC.

300A Prestige Drive
Hurricane, West Virginia 25526
Phone: 304-757-8094 Fax: 304-757-8095
civiltech1@frontier.com

August 12, 2021

Adjutant Generals Office
C/O Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, West Virginia 25305

Subject: **Expression of Interest – CEOI ADJ22*03**
A/E Services for Camp Dawson South Gate Road Slip
Stabilization Design Project
Civil Tech Proposal P21506

To Whom It May Concern:

CIVIL TECH ENGINEERING INC. (CTE) is pleased to present this expression of interest and response to the subject EOI. Please consider this letter as our formal request to be considered for the project.

As demonstrated by the enclosed "Expression of Interest", our firm has evaluated and designed repairs for hundreds of landslide projects. Our experience with slope stability analysis and design of repairs will be discussed in detail herein. In addition, our principals have extensive experience designing pavement and roadways specifically utilized for heavy vehicle traffic as well as settlement sensitive transfer of materials at coal fired and nuclear power plants. These projects will be discussed further herein.

Our qualifications and experience are summarized below:

Landslide Experience:

- More than 100 years of combined personnel experience inspecting, drilling, analyzing and designing repairs for landslide projects.
- Complete understanding of slope instability causes including but not limited to cohesive soils, improper drainage, riverbank erosion, and instability caused by removal of supporting soils and/or side hill fill placement.
- Experience examining soil and rock samples for evidence of sliding surfaces.
- Use of computer programs including PCSTABLE for analyzing slope stability and repair options.
- Experience with design of landslide repair including gabion walls, mechanically stabilized walls, H-Pile retaining walls, concrete cantilever walls, reinforced soil slopes, grade and drain techniques, drainage measures, underpinning of foundations, etc.
- Extensive geotechnical engineering experience performing foundation investigations for a variety of projects including large scale power plant structures, tanks, tunnels, towers, etc. providing a complete understanding of shallow foundations, deep foundations, bearing capacity and settlement.

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- Practical construction experience monitoring and administrating landslide repair projects. This is an important aspect of landslide repair since often repair construction needs to be implemented in a careful sequenced manner to prevent further sliding adjacent, above, or below the affected site.

Pavement Design Experience

- Our engineers have recent and pertinent experience designing pavement structures including reinforced concrete and asphalt.
- We have also designed a number of projects using Roller Compacted Concrete which was originally developed by the USACE as a pavement surface for heavy tracked military vehicles.
- Pavements have included both commercial and industrial applications for private owners, coal fired power plants, and nuclear power plants.

Based on our experience, we believe Civil Tech is highly qualified to provide engineering design and contract administration services for this project. As summarized above and further herein, our experience with landslide investigation, analysis, and repair provides a unique understanding of the soil conditions, erosion, and drainage issues that often lead to slope instability. This understanding ensures our remediation option(s) will fit the site and provide a long-term solution preventing further slope movement and damage to adjacent structures. Loading from heavy vehicle traffic will also be considered in the analysis if deemed appropriate. Pavement design and repair of South Gate Road will be performed as part of the project and will be considered when planning the subsurface investigation and laboratory testing required to obtain information needed to evaluate slope stability.

We trust this EOI is acceptable and look forward to working with you on this project if our firm is deemed most qualified.

Very truly yours,

CIVIL TECH ENGINEERING, INC.



Mark E. Pennington MS, PE
Principal Engineer

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1. LOCATION: The Owner's location is WVARNG, Joint Forces Headquarters, Construction and Facilities Management Office, 1707 Coonskin Drive, Charleston WV 25311. The enclosed EOI project location is Camp Dawson, Kingwood WV.

2. BACKGROUND: Based on information provided in the EOI, we understand a landslide has developed along 200 ft. of the South Gate Road embankment. The project includes engineering services to evaluate the cause of the landslide and design options for mitigation and repair of the same to prevent damage to the road. In addition, we understand, pavement design for South Gate Road is required to allow heavy military vehicle traffic. The project includes design, permitting and construction document preparation for the landslide and roadway repair.

3. QUALIFICATIONS AND EXPERIENCE

A. Design and Contract Administration Team

Key Personnel: Mark E. Pennington MS, PE, PLS

Jennifer E. Pennington PE, PLS

Staff:

Mark E. Pennington PE - Principal in Charge

Jennifer E. Pennington PE - Principal in Charge

Tom Brown PE – Senior Engineer

Tom DiBacco Jr. - Project Engineer - Environmental

Robert Kessler - Senior Geologist

Charles Arthur Jr. – Senior Designer -- CADD/Survey/Inspection

H. Neal Craig – Designer -- CADD/Survey/Inspection

Scott Brown – Construction Manager and Inspector

This is the same design team responsible for all our slope stabilization design and construction projects.

Resumes for key personnel and staff are presented in the “Illustrations” Section of this EOI.

B. Description of Firms Slope Stability Analysis and Repair Experience

- 1. General:** Our firm has extensive slope stability analysis and remediation design experience. CTE has completed over 50 dam modification and repair projects and

nearly all of these projects include drilling and sampling, and analysis of the dam embankment stability. This is a requirement of Dam Safety and is implemented for most dam design projects. In addition to this experience, our firm has extensive experience investigating, analyzing, and designing repairs for landslide projects throughout the state. A brief list of projects performed by our firm that involved the remediation of slope instability is as follows:

- Palestine Reservoir Dam – This project was performed for the WVDNR and involved evaluation of slope instability of the upstream slope of the Palestine Hatchery Reservoir. This project involved drilling and sampling, slope stability analysis, preparation of contract documents and contract administration. The repairs have since been completed and are functioning as designed.
- Greenbrier River Trail (GBRT) Slide Repair – This project was performed for the WVDNR and involved evaluation of a landslide that developed at the Greenbrier River Trail. The landslide was determined to be caused by excessive runoff and drainage from the hillside above during a storm event. This large landslide blocked the trail, restricted the Greenbrier River, and was ongoing throughout our investigation. Repair options were provided and construction documents were prepared. The landslide has since been remediated in accordance with our design and is functioning well.



GBRT Blocked by Slide

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GBRT Slide Stabilized and trail restored.

- North Bend Rail Trail (NBRT) Emergency Repairs – This project was performed for the WVDNR and involved design of emergency measures to repair a landslide that occurred at the North Bend Rail Trail in Ritchie County, West Virginia. Slope stability analysis was performed and remedial measures were designed that included removal of unstable material, construction of drainage measures, construction of a rock toe, and reconstruction of the slope with proper drainage. The project also included preparation of construction documents and specifications, and obtaining USACE and WVDEP Erosion and Sediment Control permits. The repairs have since been completed and are functioning as designed. Photographs follow:

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Overview of NBRT Landslide



Construction of Rock Toe at NBRT Landslide and Restoration of the Stream Channel

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- Department of Agriculture Slide Evaluation and Repair - This project was performed for the WVDAG and involved evaluation of slope instability of the slope located adjacent to their Food Service Warehouse in Ripley, West Virginia. The landslide was threatening the structural integrity of the building and parking lot and involved design and construction of underpinning for the two compressor buildings prior to landslide remediation. Drilling and sampling performed at the site indicated the depth to bedrock would deem retaining wall construction impractical and therefore the slope was remediated by removal of unstable soil and replacement with a rock toe buttress. In addition, drainage measures were incorporated in the design. The landslide has been remediated in accordance with our design and is functioning well.



Buttress and Rock Toe Construction to Stabilize the Slope

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Helical Screws Installed to Provide Improved Foundation Support for the Compressor Buildings Before Buttress Construction

2. Slope Stability Remediation Expertise: Our firm has extensive experience with the following:

- Evaluation of landslides and associated drainage defects,
- Surveying and mapping important features of the slide including the scarp, toe of the slide, and limits of the same,
- Use of topographic mapping to identify active slides and geographically unstable areas,
- Planning and implementing drilling and sampling to obtain subsurface information and soil/rock samples for use in laboratory testing and analysis of the slide,
- Evaluating slope instability and proposed remedial measures using PCSTABLE5,
- Design of repairs including cantilever walls, steel H-pile walls, gabion walls, and removal of unstable material and replacement with buttress and drainage measures,
- And design of underpinning solutions for structures to prevent settlement or damage due to unstable soil conditions.

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FLEMING STREET DRILLED PILE WALL PROJECT – MONONGAHA, WV

- TOPOGRAPHIC MAPPING
- SUBSURFACE INVESTIGATION
- EROSION AND SLIDE STABILIZATION
- PLANS AND SPECIFICATIONS
- BIDDING
- CONSTRUCTION CONTRACT ADMINISTRATION

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SARVER LANDSLIDE PROJECT – HURRICANE, WV

- TOPOGRAPHIC MAPPING
- SUBSURFACE INVESTIGATION
- GEOTECHNICAL ANALYSIS
- DRILLED PILE WALL DESIGN AND GRADING OPTIONS
- PLANS AND SPECIFICATIONS
- BIDDING

3. **Construction Contract Administration and Construction:** Our principal, Mark Pennington, has nearly 45 years' experience with construction and contract administration for civil engineering projects including; landslide remediation, dam modifications, commercial developments, water/sewer projects, flood levies, and power plant construction projects. Mr. Pennington also gained valuable construction experience working as the assistant project manager for a contractor building the Moorefield, WV Flood Levy Project. This experience is a necessity to develop designs that are practical and buildable without excessive change orders and cost over-runs.

C. Description of Firms Experience Designing Pavement

Our firm has gained experience designing pavement and roadways while performing civil design projects and working for both coal and nuclear power plants. We have experience designing pavement specifically for heavy vehicle traffic and a brief list of applicable projects is provided below:

- **Mount Storm Power Station Pavement Design:** Civil Tech has had a blanket contract with Dominion Generation since 2000. Working under this contract we have provided a variety of civil engineering services for Mt. Storm Power Station over the past 20 plus years including the design of reinforced concrete pavement for replacement of the original 1962 concrete pavement within the station. The pavement was designed for very heavy off road single axle trucks specially designed to fit under the ash hoppers at the station and hauling wet fly ash and bottom ash to the landfill. The new pavement was designed with a thickness of 14 inches and is heavily reinforced. The new pavement has been in service since 2009 and is still in very good condition.



Mt. Storm Station Reinforced Concrete Pavement

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Removing Old Pavement from Mt. Storm Station

- **Duke Energy Rail Road Embankment Analysis and Design:**
Duke Energy contracted with our company to analyze and design remedial measures for an unstable 5-mile section of railroad embankment. The rail was constructed in the 1960's and was initially used to transport materials for construction of Cowen Ford Hydroelectric Dam and McGuire Nuclear Station located in Huntersville, NC. In 2011 the rail was to be used to transport a very heavy replacement turbine on a Schnabel Car for the hydroelectric dam. When Duke discovered sink holes in the embankment and became concerned about the stability of the rail for hauling the heavy turbine unit, we were hired to evaluate the problem and design remedial measures. The embankment was excavated and reconstructed using a grade and drain technique and the subgrade was improved for proper support of the rail and heavy loading. The embankment and rail have performed well since 2013 when it was constructed. This project also included the design of a reinforced soil slope to support the embankment around and over top of the inlet and outlet of twin 10 ft. diameter corrugated metal culverts. Since that project was completed, Duke has hired us for a number of additional projects involving civil site development, foundations, and grading at the McGuire Nuclear Station.

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Failed RR Embankment – Duke Energy



Twin 10 ft. Diameter Culverts & Unstable Embankment

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Embankment Construction



Improved Subgrade and Rail System.

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Reinforced Soil Slope around Twin Culverts.

- **Asphalt Pavement Design for Commercial Parking Lots and Access Roads:**
 - Holiday Inn Express, Mineral Wells, WV
 - Fairfield Inn, Weirton, WV
 - Southridge Centre, Charleston, WV
 - First Church of God, Charleston, WV

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FIRST CHURCH OF GOD – CHARLESTON, WV

- TOPOGRAPHIC MAPPING
- SUBSURFACE INVESTIGATION
- STORM WATER CONTROLS
- PERMITTING
- UTILITY LOCATION & DESIGN
- WASTE WATER TREATMENT – RECIRCULATING SAND FILTER
- PAVEMENT AND WALKS
- PLANS AND SPECIFICATIONS

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HOLIDAY INN EXPRESS – MINERAL WELLS, WV

- TOPOGRAPHIC MAPPING
- STORM WATER CONTROLS
- PERMITTING
- UTILITY LOCATION & DESIGN
- WASTE WATER LIFT GRINDER STATION DESIGN
- PAVEMENT AND WALKS
- PLANS AND SPECIFICATIONS

D. Client and Reference List

West Virginia Division of Natural Resources
Parks and Recreation Section
Building 3, Room 719
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305-0662
Contact: Mr. Bradley S. Leslie PE
Phone: 304-558-2764

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West Virginia Division of Natural Resources

Wildlife Resources Section
Capitol Complex
Building 3, Room 816
Charleston, West Virginia 25305
Contact: Mr. Zack Brown
Phone: 304-558-2771

West Virginia Department of Agriculture

1900 Kanawha Blvd.
East State Capitol, Room E-28
Charleston, West Virginia 25305
Contact: Norman Bailey
Phone: 304-558-2221

Duke Energy

McGuire Nuclear Station
13225 Hagers Ferry Road
Mail Code: MG0273
Huntersville, NC 28078
Contact: Rick Wagner
(704) 682-9822

New Winterplace LLC

c/o Bright Enterprises
P.O. Box 460
Summersville, West Virginia 26651
Contact: Terry Pfeiffer
Phone: 304-787-3221 ext 104

Dominion Generation

Innsbrook Technical Center
5000 Dominion Boulevard
Glen Allen, Virginia 23060
Contact: Mr. Michael J. Winters, PE
Phone: 804-273-2376

E. Procedure for Communication

Our approach to communicating with the Owner is summarized below:

- **Initial Meeting/Discussion:** The project will be discussed with the Owner prior to beginning work in order to develop an understanding of the history of the project, agency and owner concerns, and details of the facility use in order to develop a scope of work with minimal disruption of roadway use. This initial meeting will include discussion of the landslide project including recommended boring locations, access, and any concerns that could impact the use of the roadway.
- **Ongoing Review and Consultation:** Results of investigation and engineering analysis will be submitted to the Owner in pdf format by email as they are developed in order to inform the owner of recommended repair options and ensure owner concerns and desires are incorporated in the final design.
- **Reports:** Progress reports will be prepared monthly and submitted by email correspondence to keep the owner informed of any issues which have arisen and the progress achieved during the month.
- **Regular Meetings with the Owner:** Regular meetings, if necessary, will be conducted throughout the design and construction process to discuss findings, and obtain direction. In addition, our engineers are always available by phone or email to discuss any aspect of the project or concerns the Owner may have as the project progresses. Prompt reply to questions is a priority of our engineers to ensure the owner's concerns and requirements are incorporated in the design process.

This approach has served us well. The projects submitted to Dam Safety have been reviewed and approved without significant changes to the plans and specifications. These projects have all been successfully completed and included surveying and mapping, engineering analysis, permit preparation, plans, specifications, narrative, contract administration, construction monitoring, certification, and as-built drawings.

F. Owner's Budget and Schedule

1. **General:** Civil Tech has a history of completing both large and small projects on time and within budget. A discussion of our plan to complete the project within budget and on time is provided below.
2. **Proposed Schedule:** Information concerning the Owner's required schedule for completion was not provided in the EOI. However, considering the landslide is threatening the access road to the facility, our firm will place a high priority on timely completion of the project. We anticipate the landslide remediation will require surveying and mapping, drilling and sampling, and laboratory analysis prior to design of remedial measures. These items should be complete within 4 weeks of authorization. Based on the results of the site investigation, slope stability analysis will be performed and remedial repairs will be designed. Communication will be a priority to ensure the repair option(s) designed are in accordance with the Owner's wishes. Once a repair option has been agreed upon, design documents will be prepared and submitted to the Owner for review. We anticipate a total project duration (not including construction) of 12 weeks.

G. Experience in Professional Disciplines

Our policy is to perform all engineering services under the direct supervision of a registered professional engineer who is a principal of the firm. All engineering work on this project will be performed with in-house personnel and equipment. This approach will allow us to closely control schedule, cost, and quality. This philosophy has served us well since the company was founded over 25 years ago and has allowed us to successfully complete more than 2500 projects involving surveying and mapping, civil site design, environmental permitting, geotechnical, structural damage assessment, construction monitoring and testing, and construction contract administration.

We will not sacrifice quality for any reason. All work performed by Civil Tech goes through the following 3 step quality control procedure before it is accepted for submission to the Owner and Dam Safety:

1. **Technical and Scope Review by the Project Manager (principal of firm and registered professional engineer):** This review assures technical accuracy and that the design complies with standard practice, regulations, and meets the

needs of the Owner. Our principal engineers are experienced and competent in all design disciplines expected to be required for the proposed project including:

- Surveying and Mapping.
 - Geotechnical Engineering including soil and rock classification, groundwater monitoring, and interpretation of laboratory test results including permeability and triaxial testing.
 - Stability Analysis.
 - Innovative Design Techniques including the use of RCC for pavement and roadway surfaces.
 - Reinforced Concrete Design.
 - Wall design including; Cantilever, H-Pile, Gabion, MSE, and Reinforced Soil Slopes.
 - Slope Reconstruction including grade and drain options.
 - Pavement Design.
 - Civil Design including site drainage and stormwater detention.
 - Erosion and Sediment Control Plan Design and Permitting.
 - Corps of Engineers Permitting
 - Construction Cost Estimating.
 - Construction Administration and Inspection
2. **Practicality Review by the Construction Manager:** This review assures the design is practical and buildable.
3. **Owners Review:** The Owner will be given the opportunity to review design and construction documents before finalizing the same.

All work will be performed in-house with the exception of drilling and soils laboratory testing services. We will use Triad Engineering of St. Albans, West Virginia for drilling and laboratory testing services. The total cost of subcontracts should range between 5 and 10% of the engineering budget. No other subcontracts are anticipated.

4 – PROJECT GOALS AND OBJECTIVES

4.1 Goal/Objective 1: Perform a complete design including preparation of construction contract drawings and specifications for stabilizing the road embankment, rebuilding the road, and protection of the stream below. As outlined herein, our firm has extensive

experience with landslide remediation, pavement design, and preparing construction documents and specifications, as well as preparing applications and obtaining approval for; Construction Stormwater permits, Nationwide permits from the US Army Corps of Engineers, DOH encroachment permits, as well as SHPO, RTE, and Instream work permits. Construction documents will be prepared using surveying and mapping performed as part of the project and will be submitted in pdf format. In general, and without having seen the site at this time, we recommend the following investigation to determine remedial measures for the slide and for pavement/roadway design;

- Site Reconnaissance will be performed by our engineer to perform a detailed examination of the landslide and carefully note important features such as; scarp and toe location, presence of leaning trees/hummocky ground surface, bedrock outcrops, drainage and groundwater seepage, clay soils, and evidence of erosion. These are all important features of a landslide that need to be evaluated to ensure the proposed remediation will be successful.
- Topographic mapping of the slide and roadway will be developed by our crew to facilitate slope stability analysis and design.
- Drilling and sampling to determine the soil comprising the slide, the depth to rock (if feasible), groundwater conditions within the slide area, and the roadway subgrade conditions.
- Laboratory testing to allow soil strength parameters needed for slope stability analysis and pavement design to be estimated.
- Slope stability analysis to approximate the existing failure conditions at the slide and evaluate possible remedial measures that result in an acceptable factor of safety against sliding.
- Evaluation of pavement subgrade and loading information to allow pavement design.

4.2 Goal/Objective 2: Provide a complete design for the South Gate Access Road based on traffic volume and loading provided including the use of heavy and large military vehicles and equipment. The road design will be performed using the results of drilling and sampling and laboratory testing on the subgrade material and the loading information provided by the owner. Consideration of heavy equipment loading will be evaluated as required when designing the slope remediation.

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4.3 Goal/Objective 3: Designer to provide all geotechnical work to include any necessary drill borings and researching and clearing all underground and overhead utilities. Drawings and specifications will be provided that include any utility required. As discussed herein, our firm has extensive experience with subsurface investigation gained through over 60 years of combined geotechnical experience including drilling and sampling at 100's of landslides. **This experience is invaluable because in order to design successful remedial measures, it is important to understand the causes and contributions to slope instability including groundwater, cohesive soils, and even the potential for slope instability to occur within soft claystone bedrock. Careful examination of soil and rock samples for evidence of sliding surfaces (slickensides) is extremely important and requires an experienced engineer.** Clearing of underground and overhead utilities is always performed with care prior to drilling to ensure the driller's safety and prevent damage to any onsite utilities. In addition, if the landslide has damaged existing utilities, repair of these features will also be incorporated in the final design.

ILLUSTRATIONS

Key Personnel Resumes

RESUME OF MARK E. PENNINGTON
PRESIDENT – CIVIL TECH ENGINEERING INC.
April 22, 2021

EDUCATION:

B.S.C.E. - Civil Engineering - 1977 - West Virginia University
M.S.C.E. - Civil Engineering - 1985 - West Virginia College of Graduate Studies

PROFESSIONAL REGISTRATION:

Registered Professional Engineer - West Virginia, Virginia, Ohio, and North Carolina
Professional Surveyor - West Virginia

EMPLOYMENT HISTORY:

Principal Engineer President	-CIVIL TECH ENGINEERING, INC. February 1996 to Present
Chief Engineer Vice President	-Heeter Construction, Inc., Spencer, WV February 1996 to April 1997
Principal Engineer Vice President	-Triad Engineering, Inc., St. Albans, WV September 1980 to February 1996
Staff Engineer	-American Electric Power Service Corporation Civil Engineering Laboratory - May 1977 thru July 1978 Ash Utilization & Research - August 1978 to Sept. 1980

PERTINENT EXPERIENCE:

General: Mr. Pennington is one of the founders and president of Civil Tech Engineering Inc. In this capacity, he is responsible for overall management of the company, business development, proposal preparation, and the direction/technical review of all engineering work produced by the company.

After graduation from college, Mr. Pennington worked as a staff engineer for American Electric Power. He initially performed various engineering tasks for the Civil Engineering Lab in New Haven, West Virginia. He later joined the ash utilization and research section where was involved with landfill design and testing. Mr. Pennington authored the "Fly Ash Structural Fill Inspection and Training Manual" dated February 15, 1979 which is still in use today in the AEP system. Recently, Mr. Pennington managed compaction testing at the John Amos Plant Quarrier Landfill under contract with AEP.

Prior to establishing Civil Tech Engineering, Mr. Pennington served as Branch Manager of the St. Albans Office of Triad Engineering, Inc. In this capacity, he supervised and coordinated all projects performed by the St. Albans Office and managed over 60 employees including; engineers, geologists, technicians, designers, draftsmen, environmental technicians, surveyors, drillers, marketing, and clerical personnel. Mr. Pennington's areas of expertise include: general civil design, dam design/rehabilitation/safety, abandoned mine lands reclamation, geotechnical engineering, hazardous and municipal waste design/permitting, hydraulics, hydrology, groundwater studies, laboratory testing, surveying and mapping, drilling, construction inspection/testing, and construction project/contract administration. Mr. Pennington also reviewed and approved mine permits for the Logan Office of Triad Engineering.

RESUME OF MARK E. PENNINGTON CONTINUED

Mr. Pennington has provided and directed engineering services on more than 2000 projects since forming Civil Tech Engineering, Inc. These projects have been performed for clients including: WVDEP-AML, BRIM, Steel of West Virginia, FMC, WVDNR, WVDEP, WVAGR, Dominion Generation, Duke Energy, Huntington Area Development Authority, City of Belington, Culloden PSD, City of South Charleston, City of Thomas, City of Pennsboro, Cedar Lakes Conference Center, Middleport Terminals, Contractors, Architects, Private Home Owners, and insurance companies. Mr. Pennington has been responsible for a wide range of engineering projects and services including:

- Power Plant Civil Design Services (Coal Fired and Nuclear)
- Dam Inspection, Design, and Rehabilitation
- Surveying and Mapping
- Abandoned Mine Land Reclamation Projects
- Foundation Investigations for Industrial, Commercial, and Residential Structures
- Civil Design for Residential/Commercial Projects.
- Damage Investigation/Evaluation of Commercial/Residential Structures.
- Mine Subsidence Claims
- Municipal Landfill Design/Permitting
- Municipal Sewage Design and Permitting
- Water Line Extension
- Hazardous Waste Landfill Design/Permitting
- Groundwater Contamination Studies
- Stormwater Design and Control
- Erosion and Sediment Control Design and Permitting
- Construction Quality Control
- Construction Contract Administration

Power Plant Engineering Services: Mr. Pennington started his career as an employee of AEP working as a staff engineer in the civil engineering lab and ash utilization sections where he gained experience with civil design, materials testing, and geotechnical engineering associated with dam and power plant construction. Since forming Civil Tech he has been the engineer of record on power plant projects for clients including AEP, Dominion Generation, and Duke Energy. Typical services have included civil design, geotechnical engineering, surveying, permitting, and construction phase services. Projects have included: dams, railroad spurs, pavements, walls, dams, ammonia unloading, coal handling, ponds, cooling towers, coal stacking tubes and reclaim tunnels, and ash landfills. Mr. Pennington has also managed projects for Dominion at Mt. Storm Power Station since 2000.

Civil Design, Municipal Sewage and Water Service: Mr. Pennington was the design engineer for a \$ 3,000,000 sanitary sewer/storm water segregation project for the City of Thomas, West Virginia. He routinely assists the City of Thomas with the evaluation of storm water problems and has been responsible for the design and construction of a \$ 750,000 storm water improvement project which was completed in 2006. Phase I of the sanitary sewer/stormwater segregation project for the City of Thomas was completed in 2009. Past experience with general civil engineering including utility and roadway infrastructure, site grading, storm water, and permitting has included large commercial and private projects such as Southridge Centre (100 acres), First Church of God (10 acres), Ridgeline Developments (100 acres), Dudley Farms (50 acres), and recent 2 acre developments for hotel sites in Mineral Wells, and Weirton, West Virginia. He was recently responsible for the design of a 1 ½ mile water service extension for the town of Douglas, West Virginia.

RESUME OF MARK E. PENNINGTON CONTINUED

Dam Safety: Mr. Pennington is qualified in the field of dam safety, rehabilitation, and design. He is responsible for performing over 70 annual safety inspections for various dams and clients throughout West Virginia and surrounding states. Mr. Pennington has been responsible for the design of over 60 dam rehabilitation projects. His areas of expertise include the use of Roller Compacted Concrete (RCC) in the rehabilitation of dams. Mr. Pennington made a presentation at the ASCE fall technical conference in 1994 discussing the use of Roller Compacted Concrete as overtopping protection at the Anawalt Lake Dam. A partial list of typical dam design and rehabilitation projects for which Mr. Pennington has been responsible is provided below:

- Cacapon Park and Reservoir Dams, Cacapon State Park
- No. 2 Impoundment Dam Modification - Union Carbide, Sistersville, WV
- Anawalt Lake Dam (new construction) - WVDNR - McDowell Co, WV
- Warden Lake Dam Modification - WVDNR - Hardy Co., WV
- Seneca Lake Dam Modification - WVDNR - Pocahontas Co., WV
- Teter Creek Lake Dam Modifications - WVDNR - Barbour Co., WV
- Belington Water Supply Dam Modifications - City of Belington - Barbour Co., WV
- FMC Tailings Pond Dam Modifications - FMC Corp.- Bessemer City, NC
- Water Supply Dam Modifications - Culloden PSD - Culloden, WV
- Joyce Lake Dam Modifications - Joyce Properties - Clarksburg, WV
- Handley Dam - WVDNR - Pocahontas Co., WV
- Thomas Dam Rehabilitation - City of Thomas, WV
- Old Pond 11 - McClintic Wildlife Management Area
- Wells Lock and Dam Emergency Repairs, Elizabeth, WV
- Rollins Dam Emergency Repairs, Ripley, WV
- Handley Dam Modifications, Pocahontas County, WV
- Winterplace Dam, Raleigh County, WV
- Anawalt Flood Damage Repairs, McDowell County, WV
- Bailey and Lemley Dams, Monongalia County, WV
- Wilson Big Hollow Dam, Hampshire County, WV
- Burches Run Dam Height Reduction, Marshall County, WV
- Mt. Storm Power Station Dam, Grant County, WV
- Deegan and Hinkle Dam Modifications, Bridgeport, WV
- Mill Run Water Supply Dam, Mt. Top PSD, Mt. Storm, WV
- Canaan Valley Resort Water Supply Reservoir, Davis, WV
- Dawson Dam Modification, Dawson, WV
- Plum Orchard Dam Seepage Collection and Maintenance Bench, Fayette Co. WV
- Palestine Hatchery Reservoir Dam Repair, Elizabeth, WV

Construction: Mr. Pennington provided engineering and construction management services to Heeter Construction of Spencer, West Virginia in 1996 and 1997. He assisted Heeter with bidding, project management, and any technical problems requiring engineering expertise. During 1996 and early 1997 while with Heeter Construction, he served as the assistant project manager for the construction of a 10 million dollar flood control levee designed by the US Army Corps of Engineers for the City of Moorefield, West Virginia. Mr. Pennington has recently provided bidding and construction consultation as well as value engineering proposals, waste site design, and other engineering services for Heeter Construction.

RESUME OF MARK E. PENNINGTON CONTINUED

US Army Corps of Engineers: While with Triad Engineering, Mr. Pennington managed the Huntington District Corps of Engineers indefinite delivery geotechnical contract for a period of 3 years. During this time, he was responsible for the design of Charleston Haddad Riverfront Park, certification of Pond 16 (a small dam designed by the COE at McClintic WMA), landslide investigations, seepage/stability analysis for flood levees, and numerous re-analysis investigations for dams including Dillon and Beech City Dams in the State of Ohio.

Mine Permitting/Surveying: While employed by Triad Engineering, Mr. Pennington was responsible for review and approval of mine permitting and surveying operations conducted in the Logan, West Virginia Office of Triad.

WVDEP-AML Experience: Mr. Pennington has been responsible for the completion of more than 30 AML projects for the WVDEP since 2008. These projects have ranged in size from under \$ 250,000 to over \$ 1,000,000. He was also responsible for all AML work produced by the St. Albans office of Triad Engineering prior to resigning from the company in early 1996. His work included proposal preparation, planning, direction, management, and performance of all engineering activity associated with Triad's AML contract. Mr. Pennington was responsible for the successful completion of approximately 137 projects during the period from 1990 to 1996. His expertise includes the abatement of mine related problems associated with subsidence, blasting, landslides, mine drainage, refuse fires, mine fires, mine shafts, drainage, impoundments, and groundwater/surface water pollution. Since leaving Triad and forming Civil Tech, he has also been responsible for the investigation of mine subsidence claims throughout West Virginia for the State Board of Risk and Insurance Management (BRIM) and various insurance companies including State Farm and Nationwide. Prior to working with the WVDEP - AML, he worked with the Federal Office of Surface Mining on similar projects.

Insurance and BRIM Investigation: During Mr. Pennington's career, he has provided professional engineering services to insurance companies including State Farm, Nationwide, St. Paul, Westfield, Travelers, Allstate, Prudential, Hartford, and others. From 2002 to 2005, Mr. Pennington also investigated numerous mine subsidence claims for BRIM. Services provided to insurance companies have included examination/evaluation of damage to various structures including:

- Light Commercial Buildings
- Residential Houses
- Manufactured Houses
- Small Bridges
- Retaining/Basement Walls
- Pavements/parking lot surfaces
- Chimneys/fireplaces
- Municipal Concerns

Mr. Pennington is experienced in the assessment of damage caused by wind, flood, snow, erosion, fire, leaking utility lines, earth movement (problem clay soils, settlement, landslides, etc.), vehicle impact, structural defects/failure, and manufacturing defects (related to housing), blasting and subsidence related to mining.

RESUME OF JENNIFER E. PENNINGTON
PRINCIPAL ENGINEER
4.22.21

EDUCATION

BSCE - Civil Engineering - 1988 - University of Kentucky

CERTIFICATION/REGISTRATION

Registered Professional Engineer - West Virginia
Licensed Land Surveyor - West Virginia (inactive)

EMPLOYMENT HISTORY

Principal Engineer	Civil Tech Engineering, Inc., Hurricane, WV 1996 to Present
Senior Engineer	Triad Engineering, Inc., St. Albans, WV, 1988 to 1996

PERTINENT EXPERIENCE

Ms. Pennington has served as a team member and project manager on AML, civil design, and geotechnical projects involving abandoned mine land reclamation, subsurface investigation, geotechnical analysis, and dam design. She has been responsible for technical analysis and review of all AML projects completed by Civil Tech since 2008. She was responsible for all dam design and rehabilitation projects, and projects performed for the US Army Corps of Engineers (USACE) while employed by Triad Engineering during 1988-1996. Work performed on those projects and current projects for which she is responsible at Civil Tech Engineering include:

- Geotechnical Investigation and Analysis
- Civil Design
- Hydrologic/hydraulic analysis using HEC-1, HEC-2, HEC-RAS, HEC-HMS, Sites, Dams2, and Hydro-cad Computer Modeling Programs
- Stability Analysis using UTEXAS2, PCStable, and USACE Hand Check Methods
- Seepage Analysis using graphical flow net and USACE mathematical methods
- Preparation of Project Narratives, Design Drawings, Specifications, Construction Schedules, Erosion and Sediment Control Plans, and Construction Cost Estimates.

Since the company was formed, Civil Tech Engineering has performed dam safety inspections, dam breach analysis and risk assessments, geotechnical studies, and dam rehabilitation design projects. Civil Tech has also completed more than 30 AML projects since 2008. Ms. Pennington has been responsible for project management on these and many other large scale projects including geotechnical and foundation investigations. She is proficient in organizing and maintaining scheduling during the course of long term projects. She has complete familiarity with all of the above mentioned in house computer programs as well as Word, Excel, Adobe Professional, AutoCad, Eagle Point, and Flowmaster,

Ms. Pennington is responsible for technical review of all work produced by Civil Tech. In this capacity, she reviews and approves all work produced by the company including AML, civil design, and dam safety projects.

RESUME OF CHARLES D. ARTHUR, Jr.
SENIOR DESIGNER
4.22.21

EDUCATION:

- June 2000 **Benjamin Franklin Career and Technical Education Center** Dunbar, WV
Computer-aided Drafting/1080 hours
Honor roll in computer drafting, experience with MicroStation 95/SE, AutoCAD 2000, Windows 98 SE, 3D drawings, mechanical/architecture drawings, isometric/oblique drawings and orthographic projections
- June 1997 **Benjamin Franklin Career and Technical Education Center** Dunbar, WV
Welding/1,320 hours
Honors included a second place finish in the State Welding Competition, Elkins, WV, April 1997 sponsored by the Vocational Industrial Clubs of America, Certificate of Recognition and experience with SMAW, GMAW, GTAW and TB
- Dec 1993 **Richmond Technical Center** Richmond, VA
Welding/72 hours
Honor roll in welding, experience with SMAW, GMAW, GTAW and TB
- June 1990 **Dunbar High School** Dunbar, WV
Diploma

EMPLOYMENT HISTORY

- June 2000 to Present **Civil Tech Engineering, Inc.** Hurricane, WV
Senior Designer
Responsible for preparation of design drawings using Autocad Civil3D software, survey party chief, and evaluation of mine maps and subsidence.
- July 1999 to June 2000 **Custom Upholstery** St. Albans, WV
Helper/Deliverer Part Time
Experience keeping track of shop inventory and related sales, tearing down furniture to be upholstered and transporting furniture
- Aug 1997 to June 1999 **American Commercial Barge Line** Jeffersonville, IN
Deck Hand
Experience rigging barges together, making locks, chipping, grinding, painting, working in close quarters and maintaining tug boats/chemical barges
- Jan 1995 to Aug 1997 and July 1989 to June 1993 **Pizza Hut Inc.** South Charleston, WV
Shift Manager
Experience updating customer data, completing close of daily receipts, insuring that paperwork balances, operating computerized cash register and possessing exemplary customer and employee relations
- June 1993 to Dec 1994 **First Choice Equipment** Ashland, VA
Mechanic
Experience maintaining tractor-trailers, various welding jobs, paint preparation and painting

RESUME OF CHARLES D. ARTHUR, Jr. Continued

PERTINENT EXPERIENCE:

Since joining Civil Tech in 2000, Mr. Arthur has been responsible for preparation of design drawings using Autocad for a variety of civil engineering, AML, mine subsidence claims, hotel site development, and dam modification projects. A partial list of projects including recent AML experience follows:

- Public Access Sites and Boat Launch
- Cacapon Dam Modifications
- Palestine Hatchery Reservoir Dam Repairs
- Dawson Dam Modifications
- Plum Orchard Seepage Collection and Maintenance Bench
- Greenbrier River Trail Landslide Repair
- North Bend Rail Trail Erosion Repairs
- Old Pond 11 Dam Rehabilitation
- Anawalt Flood Damage Repair
- Teter Creek Dam Modification
- Wells Lock and Dam Repair
- Wilson Big Hollow Dam
- Winterplace Dam Modification 1 and 2.
- Cedar Lakes Dam No. 2 Flood Damage Repair
- Bailey and Lemley Dam Modifications
- Deegan and Hinkle Dam Modifications
- Thomas (Sunrise Sanitation) Mine Drainage Project (DEP14171).
- Thomas Sunrise Sanitation Mine Blowout (Emergency Project).
- Prospect Valley Highwall #4 (DEP 14433).
- Winifrede (McFann) Portals (DEP 14479).
- Pines County Club (Ponds) Subsidence (DEP14633).
- Douglas Water Line Extension (DEP14951).
- Cambria Portals & Drainage Design (DEP 14845).
- Birds Creek Portals (DEP 15065).
- Nellis (Smith) Drainage (DEP15002).
- Zebb's Creek Highwall #2 (DEP14991).
- Hawkinberry Hollow Portals and Drainage (DEP 15220).
- Fairfield Inn and Suites, Weirton, WV
- Holiday Inn Express, Mineral Wells, WV
- Thomas Sunrise Sanitation Mine Drain
- Thomas Storm Water Improvements
- Thomas Sewer/Storm Water Segregation Project
- Amish Exchange
- Mine Subsidence and Insurance Investigations
- Landslide corrections
- Geotechnical Investigations

Mr. Arthur also serves as survey crew chief for property and topographic mapping projects for Civil Tech Engineering. During his employment he has also provided construction inspection and testing services for civil and dam modification projects and has inspected subsurface investigation projects for geotechnical projects.

Mr. Arthur is also certified by the State of West Virginia as a pre-blast inspector.

RESUME OF ROBERT R. KESSLER
GEOLOGIST
4 - 22 - 21

EDUCATION:

B.S. - Geology - 1965 - Ohio University
Post Graduate Work - 1965 to 1966 - Geology - Ohio University
B.S. - Mathematics - 1980 - University of Charleston

CERTIFICATIONS:

Certified Aggregate Inspector - WVDOH
Certified Concrete Inspector - WVDOH
Certificate of Completion - Wetland Training - WVDOH
Certificate of Completion - Techniques for Pavement Rehabilitation - WVDOH
Certificate of Completion - Aerial Photo Interpretation - WVDOH
Certificate of Completion - Alkali Silica Reactivity in Concrete - FHWA

EMPLOYMENT HISTORY:

Geologist - Civil Tech Engineering, Inc. 1996 – present
Responsible for all geologic studies/investigations.
Typical projects include mining subsidence investigations,
Teter Creek Dam, Thomas Dam, Old Pond 11 Dam,
Seneca Dam, Cacapon State Park Dams, Rollins Dam No.s 1
and 2, Cedar Lakes Dam No.s 1 and 2, Fairfax Pond Dam,
Winfield WS Dam, FMC Sportsman's Club Dams.

Geologist - Aggregate Group, West Virginia Division of Highways
Group Leader - August 1998 to 2004 (retired), Materials Control Division

Division Reorganization

Geologist - All Materials Testing Sections & Roadway Analysis
Testing Group Leader - West Virginia Division of Highways
April 1992 to August 1998, Materials Control Division

Division Reorganization

Geologist - West Virginia Department of Transportation
Technical Advisor - January 1986 to April 1992, Materials Control Division

Division Reorganization

Geologist - Aggregate Section, West Virginia Department of Highways
Assistant Director - May 1984 to January 1986, Materials Control Division

RESUME OF ROBERT KESSLER CONTINUED

- Geologist - Aggregate Section, West Virginia State Road Commission
Section Leader May 1969 to May 1984, Materials Control Division
- Geologist - Aggregate Section, West Virginia State Road Commission
July 1966 to May 1969, Materials Control Division

PERTINENT EXPERIENCE

Mr. Kessler has performed geologic study on eleven mine subsidence claims investigated by Civil Tech for BRIM since 1996. Geologic investigation has included review of available mining maps and the county geologic reports providing important information concerning mining history and geologic formations and mine subsidence potential.

In addition to his duties reviewing mine subsidence claims, Mr. Kessler has also been responsible for the geologic study and investigation for over 60 dam rehabilitation projects in West Virginia.

Mr. Kessler has an intimate knowledge of geologic formations in the state of West Virginia and has recently authored and published a book on the geology of the Kanawha Valley.

CEOI ADJ22*03 - EOI



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

State of West Virginia
 Centralized Expression of Interest
 Architect/Engr

Proc Folder: 915025		Reason for Modification:	
Doc Description: South Gate Road Slip Stabilization Design-Camp Dawson			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-07-28	2021-08-12 13:30	CEOI 0603 ADJ2200000003	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: WVOASIS Vendor#000000209609

Vendor Name : Civil Tech Engineering Inc.

Address : 300A
Street : Prestige Drive
City : Hurricane
State : WV **Country :** USA **Zip :** 25526

Principal Contact : Mark E. Pennington

Vendor Contact Phone: 304-757-8094 **Extension:** NA

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 55-0757403 **DATE** August 12, 2021

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division, for the agency, the West Virginia Army National Guard, Construction and Facilities Management Office, is soliciting Expressions of Interest from qualified firms to provide professional design services to develop construction documents to address the second South Gate Road Slip Stabilization, at Camp Dawson, WV, per the attached documentation.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WV 25311	KINGWOOD	WV 26537-1077
US		US	

Line	Comm Ln Desc	Qty	Unit Issue
1	South Gate Road Slip Stabilization Design-Camp Dawson		

Comm Code	Manufacturer	Specification	Model #
81101508			

Extended Description:

Provide professional architectural and engineering design services per the attached documentation.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page
ADJ2200000003	Draft	South Gate Road Slip Stabilization Design-Camp Dawson	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXPRESSION OF INTEREST

CEOI ADJ22*03 - Camp Dawson South Gate Road Slip Stabilization Design

TABLE OF CONTENTS:

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

SECTION ONE: GENERAL INFORMATION

1. **PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI” or “Bids”) for West Virginia Army National Guard, Construction and Facilities Management Office (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide architecture and engineering design services and to provide renovation-construction bid documents suitable for advertisement, using state purchasing procedures. Approximately 200 linear feet of road embankment is currently unstable and slipping; impacting a road used by the West Virginia Army National Guard (WVARNG) and a stream. (“Project”). **The award, execution and completion of this contract is contingent upon receipt of Funding.**
3. **SCHEDULE OF EVENTS:**

Release of the EOI.....	07/28/2021
Expressions of Interest Opening Date.....	08/12/2021
Estimated Date for Interviews of Three Firms.....	TBD
Price Negotiations Commence with Highest Ranked Firm	TBD

EXPRESSION OF INTEREST

CEOI ADJ22*03 - Camp Dawson South Gate Road Slip Stabilization Design

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on the next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

A 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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 07/01/2021

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 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: N/A

Submit Questions to: David Pauline, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: david.h.pauline@wv.gov

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

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

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

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

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

Revised 07/01/2021

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 a 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 prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

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: August 12, 2021 at 1:30 pm

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

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

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

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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.

24. E-MAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

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SECTION THREE: PROJECT SPECIFICATIONS

1. **Location:** Agency is located at WVARNG, Joint Forces Headquarters, Construction and Facilities Management Office, 1707 Coonskin Drive, Charleston, WV 25311 and the Project will be completed at Camp Dawson, located at Kingwood WV.
2. **Background:** The Owner is seeking the services of a qualified professional architectural/engineering firm to design and develop construction bid documents to fully repair a slip and stabilize the slope of approximately 200 linear feet of road embankment on the South Gate access road. This facility will be renovated to support elements of the West Virginia Army National Guard Command.
3. **Qualifications and Experience:** Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.
4. **Project and Goals:** The project goals and objectives are listed below. Vendors should discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:
 - 4.1. Provide a complete design including all engineering disciplines to prepare construction bid documents for the WV State Purchasing Division. The key design elements include, stabilizing the road embankment, rebuilding the road, and protecting the stream below the site.
 - 4.2. Provide a complete design for the South Gate Access road, which is used by heavy and large military vehicles and equipment to access training areas. The road shall be repaired in such a manner as to accommodate the loads and sizes of these military vehicles.
 - 4.3. If required, designer to provide all geotechnical work to include any necessary drill borings. Designer shall be responsible for researching and investigating the location of existing underground and above ground utilities, and to provide drawings and specifications of any and all utility and road infrastructure as needed and directed by the owner and/or state agency, utility company or other utility approval authority for Kingwood, West Virginia.

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4.4. Drawings, specifications and cost estimates are to be submitted at 35%, 65%, 95% and 100% design milestones. Designer may submit 35%, 65% and 95% drawings and specifications digitally; 100% construction documents are to be submitted both digitally and 3 hard copies.

5. Oral Presentations/Interviews: The Agency has the option of requiring oral presentations of three vendors that are determined to be the most qualified to provide the required service. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this EOI. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

5.1. Materials and Information Required at Oral Presentation:
“Evaluation and Award Process” will be conducted with the three (3) firms selected as the most qualified by the WVARNG-CFMO selection committee. The Committee will schedule the interviews.

The format for the interviews will be a 15-30 minute Power-Point presentation consisting, at a minimum, of the following:

- A) Corporation/Personnel experience as it relates to the project(s)
- B) Proposed project management plan
- C) Key personnel available for the proposed work
- D) Proposed subcontractors
- E) Product quality control
- F) Project cost control

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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 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.

If negotiations are successful, the contract documents will be forwarded to the WV Purchasing Division for review and approval, and then to the WV Attorney General's office for review and approval as to form. Once approved, a formal contract will be issued to the Vendor.

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, the agency will then commence price negotiations with the second most qualified firm, and so on, until an agreement is reached, or the solicitation is cancelled.

3.4. **Three Firm Evaluation Rankings:** The Agency will evaluate the three firms that have been determined most qualified to perform the desired service. The evaluation criteria is defined in the Procurement Specifications section and based on a 100 point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

- | | |
|---|----------------------|
| • Qualifications and experience | (40) Points Possible |
| • Approach and methodology for meeting Goals and Objectives | (20) Points Possible |
| • Proposed project management, Quality & Cost control plans | (20) Points Possible |
| • Oral interview | (20) Points Possible |

Total 100

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SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and the initial contract term extends until _____.

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 _____ 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 AIA-B101-2017
Revised 07/01/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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 of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

Revised 07/01/2021

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether 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 per occurrence.

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

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

Please make Insurance Certificate Holder to Read
West Virginia Army National Guard
1707 Coonskin Drive, Charleston, WV 25311

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: 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:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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.

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

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

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

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

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

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

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, 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.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. 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
2. 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.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**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.

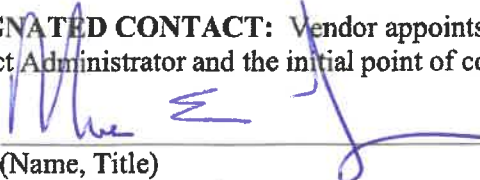
2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings 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 attached AIA 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.

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.



President
(Name, Title)
Mark E. Pennington, President

(Printed Name and Title)
Civil Tech Engineering Inc., 300A Prestige Drive, Hurricane, WV 25526

(Address)
307-757-8094/304-757-8095

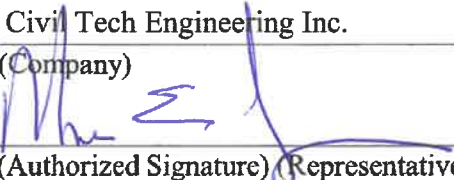
(Phone Number) / (Fax Number)
civiltech1@frontier.com

(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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Civil Tech Engineering Inc.

(Company)


President
(Authorized Signature) (Representative Name, Title)

Mark E. Pennington, President

(Printed Name and Title of Authorized Representative)

August 12, 2021

(Date)

304-757-8094/304-757-8095

(Phone Number) (Fax Number)

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 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 §61-5-3) 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: Civil Tech Engineering Inc.

Authorized Signature: [Signature] Date: July 19, 2021

State of WV

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 19th day of July, 2021

My Commission expires October 24, 2025

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)

