



**EXPRESSION OF INTEREST -- DNR1800000005**  
**TO PROVIDE PROFESSIONAL ENGINEERING SERVICES**  
**MODIFICATION/REPAIR OF SIX WVDNR DAMS:**

Upper Decker Dam No. 3, Preston County  
Upper Decker Dam No. 7, Preston County  
Fairfax Pond Dam, Preston County  
Rollins Dam No. 1, Jackson County  
Rollins Dam No. 2, Jackson County  
Turkey Run Dam, Jackson County

SUBMITTED TO:

**DIVISION OF NATURAL RESOURCES**  
**PROPERTY & PROCUREMENT OFFICE**  
324 FOURTH AVENUE  
SOUTH CHARLESTON, WEST VIRGINIA 25303

SUBMITTED BY:

**CIVIL TECH ENGINEERING, INC.**  
300A PRESTIGE DRIVE  
HURRICANE, WEST VIRGINIA 25526  
PHONE: 304-757-8094, FAX: 304-757-8095  
civiltech1@frontier.com

DATE-TIME SUBMITTED:

DECEMBER 13, 2017 -- 1:30 PM

**CIVIL TECH ENGINEERING, INC.**

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

December 13, 2017

Mr. Bradley S. Leslie, PE  
WV Division of Natural Resources  
Parks and Recreation Section  
324 4<sup>th</sup> Avenue  
South Charleston, West Virginia 25303

Subject: **Expression of Interest – DNR1800000005**  
A/E Services for Modifications/Repairs of Six (6) Dams  
Civil Tech Proposal P17505

Dear Mr. Leslie:

**CIVIL TECH ENGINEERING INC.** 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", we are confident no other West Virginia engineering firm can match our qualifications and experience with dam rehabilitation, design, and construction. As discussed herein, we also have recent and pertinent experience with all six of the subject dams included in this project.

Our qualifications and experience is summarized below:

- **Periodic inspections of the Upper Decker Dams have been performed by our firm since 2003, and for Turkey Run and Rollins # 1 and # 2 since 1997. Also, the first periodic inspection performed at Fairfax Pond Dam was completed by our firm in 2016.** Periodic inspection of the subject dams over the last 20+ years has allowed our engineers to become familiar with the design and history of the dams, and the deficiencies that will need to be corrected to obtain a Certificate of Approval for modification from the WVDEP Dam Safety Section.
- **Successful completion of 52 dam rehabilitation and design projects throughout West Virginia. Refer to the State Map attached to this cover letter showing the locations of our projects.**
- **Construction Contract Administration provided on 46 Dam Modification Projects.**
- 70 years combined personnel experience with dam safety, design, and rehabilitation.
- 2010 Recipient of the WVDEP Environmental Excellence Award – Safe Dams Category.
- 2013 Berwind Dam Modification Project Designed by Civil Tech received the WVDEP Environmental Excellence Award – Safe Dams Category.
- Responsible for Periodic Inspections of 72 dams in West Virginia including all WVDNR Parks & Recreation and Wildlife Section Dams.
- Experience with innovative dam modification techniques including the use of Roller Compacted Concrete (RCC).
- Experience with dam break and risk assessment.
- Experience with design and permitting of dam declassification (height reduction below jurisdiction).
- Complete understanding of dam rehabilitation requirements and regulations.
- Strong working relationship with the WVDEP Dam Safety Section.
- Strong working relationship with the WVDNR Parks and Recreation/Wildlife Resources Sections.
- Practical construction and contract administration experience.

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**Based on our experience with the subject dams and 52 other dams successfully rehabilitated/repared in West Virginia, we believe Civil Tech is uniquely qualified to provide engineering design and contract administration services for this project.**

We look forward to meeting with you and the selection committee to discuss our qualifications, experience, and an approach to the project.

Very truly yours,

**CIVIL TECH ENGINEERING, INC.**

A handwritten signature in blue ink, appearing to read 'Mark E. Pennington', with a stylized flourish at the end.

Mark E. Pennington MS, PE  
Principal Engineer



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**SUBMITTED BY:**

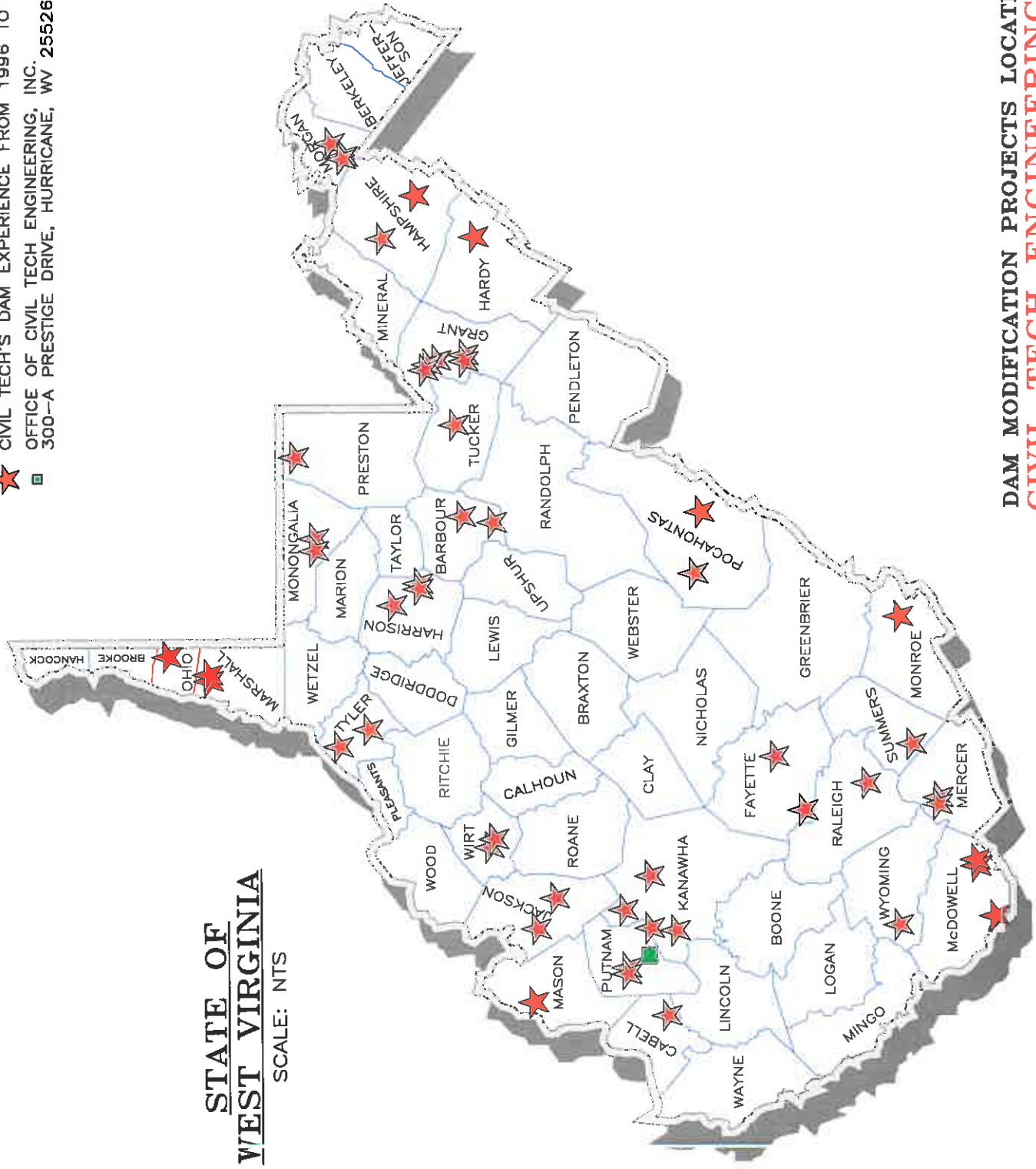
**CIVIL TECH ENGINEERING, INC.**  
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**DATE-TIME SUBMITTED:**

**DECEMBER 13, 2017 -- 1:30 PM**

★ CIVIL TECH'S DAM EXPERIENCE FROM 1986 TO 12/01/17.  
 □ OFFICE OF CIVIL TECH ENGINEERING, INC.  
 300--A PRESTIGE DRIVE, HURRICANE, WV 25526

**STATE OF  
 WEST VIRGINIA**  
 SCALE: NTS



**DAM MODIFICATION PROJECTS LOCATION MAP**  
**CIVIL TECH ENGINEERING, INC.**

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<b><u>ADDENDUM NO. 1</u></b>	



AVESM



**1. LOCATION:** The Owner's location is 324 4<sup>th</sup> Avenue, South Charleston WV. The enclosed EOI includes the following project locations:

- 1.1 Upper Deckers Creek No. 3 Dam, ID#07708, near Reedsville, Preston County
- 1.2 Upper Deckers Creek No. 7 Dam, ID#07712, near Reedsville, Preston County
- 1.3 Fairfax Pond Dam, ID#07722, near Arthurdale, Preston County
- 1.4 Rollins Lake Dam #1, ID#03513, near Evans, Jackson County
- 1.5 Rollins Lake Dam #2, ID#03514, near Evans, Jackson County
- 1.6 Turkey Run Dam, ID#03519, near Ravenswood, Jackson County

## **2. BACKGROUND**

Based on information provided in the EOI, we understand complete design and permitting, as well as construction contract administration, is required for the subject dams. These services are required to address and correct deficiencies at the dams and bring them into compliance with current Dam Safety Regulations (or remove from jurisdiction) in order to obtain a certificate of approval (COA).

## **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  
Jody Flanagan – Inspector  
Kenny Lowmiller - Inspector

**This is the same design team responsible for all 52 of our past dam rehabilitation and construction contract administration projects. Our team knows how to put together a successful dam rehabilitation project and stay on schedule and within budget throughout the design and construction process.**

Resumes for key personnel and staff are presented in the illustrations section of this EOI.

## **B. Description of Firms' Dam Safety Experience**

1. **General:** Fifty Two (52) Dam Modification and Repair Projects ranging in cost from \$ 50,000 to \$ 1,700,000 have been completed by our firm and principals.

The locations of our dam projects in West Virginia are shown on the State map included in the Illustrations Section of this EOI. Civil Tech's dam experience is also summarized on Table 1 – Dam Project Experience Matrix included in the Illustrations Section of this EOI. This table includes Owner name, type of project, and if a COA was required and obtained. Owner Contact information is provided further herein.

As recognition for our dedication to the dam safety field and our excellent work, Civil Tech received the 2010 WVDEP Environmental Excellence Award – Safe Dam Category. 2010 was the first year this award had been offered and Civil Tech was the first recipient after being nominated by members of the Dam Safety Section.

Also, the Berwind Dam Modification project was performed by our company for Parks and Recreation and successfully completed in 2012. This project received the 2014 WVDEP Environmental Excellence Award – Safe Dam Category. See Photograph on next page.



**BERWIND DAM MODIFICATION (RCC), MCDOWELL COUNTY, WV**

2. **Construction Contract Administration:** Our principal, Mark Pennington, has 40 years' experience with construction and contract administration for dam modification projects. Mr. Pennington has been responsible for the contract administration for 46 dam modification projects.
  
3. **Dam Break and Risk Assessment:** Our engineers have experience with dam break and risk assessment necessary to define the hazard rating and the associated design storm. Where feasible, this technique can result in reduced measures necessary to bring a dam into compliance with the regulations and substantial cost savings. We used this technique at Seneca Dam in 1999 and were able to bring the dam into compliance and obtain a certificate of approval for a low construction cost of about \$ 120,000. Also, more recently, Dam Break and Risk Assessment Analysis was used to reduce the required design storm at Conaway Run Dam in Tyler County and thereby allow design of more economically practical modifications for this dam. Proper understanding of the WVDEP requirements for dam break and risk assessment are essential in evaluating the design class and associated storm for a dam. Our firm has gained this understanding through our

experience and communication with Dam Safety personnel and will apply these techniques to analysis of the subject dams.



SENECA DAM MODIFICATION, POCAHONTAS CO., WV

- 4. Innovative Rehabilitation Techniques:** Civil Tech specializes in the use of innovative techniques including the use of Roller Compacted Concrete (RCC) in dam rehabilitation. RCC used as dam overtopping protection provides an economical alternative to spillway improvement/enlargement using excavation techniques in steep terrain and, the use of RCC is readily accepted by Dam Safety. Our most recently completed design and construction project performed for the WVDNR at Cacapon State Park included RCC overtopping protection at Cacapon Park Dam and spillway armoring at Cacapon Reservoir Dam. We believe we are the only West Virginia firm with multiple project experience designing and inspecting RCC in dam rehabilitation. In addition, our firm will also explore other innovative techniques for possible design rehabilitation at the subject dams such as the use of Articulated Concrete Block Systems for spillway armoring and/or dam overtopping protection.



**PARK DAM MODIFICATION (RCC), CACAPON STATE PARK (BEFORE)**



**PARK DAM MODIFICATION (RCC), CACAPON STATE PARK (AFTER)**

**5. Access and Facility Improvements:** Our dam rehabilitation projects have resulted in facility improvements at State Park and Wildlife Management Areas including:

- Access for Fishermen.
- Boat Launching Ramps.
- Access Roads.
- Parking Facilities.
- Walkways
- Handicap Access.
- Toilet facilities.



**BAILEY DAM MODIFICATION, MONONGALIA CO., WV (BEFORE)**



**BAILEY DAM MODIFICATION, MONONGALIA CO., WV (AFTER)**

- Maintenance of Facility:** Our personnel are sensitive to the park setting and make every effort to complete our projects with minimal disruption of the facility. Our designs are practical and “planned to fit the site.” Park use is always an important consideration when designing modifications for a project.

**C. Experience Obtaining Certificates of Approval**

- As mentioned, Civil Tech has successfully completed 52 dam modification projects and we have a 100% success rate obtaining certificates of approval from the WVDEP Dam Safety Section when this is a project requirement.

- Certificates of Approval have been obtained by Civil Tech on 32 Dam Modification/Repair projects since 1996. In addition, our principals were responsible for obtaining certificates of approval for 11 other dams while working for our former employer bringing the total number to 43. Our goals and objectives for dam modification projects always include design of the most economically practical repairs balanced with designs held to the highest standard of care that can be implemented efficiently and within budget. These goals have been met on all our past projects because of the combined experience of our staff and dedication to Dam Safety in the state of West Virginia. If selected, our firm will continue this dedicated and successful approach during the course of the subject project.
  
- Our Dam Safety experience with certificates of approval includes; new dam construction, rehabilitation projects necessary to bring existing dams into compliance with current Dam Safety regulations, deregulation of dams, flood damage repairs, reservoir enlargement (water supply), emergency repairs, and maintenance.

Please refer to Table 1 – Dam Project Experience Matrix for a complete listing of dams and projects which have required a certificate of approval. Table 1 is presented in the Illustrations Section of this EOI.

#### **D. Dam Design and Construction -- Client and Reference List**

**West Virginia Division of Natural Resources**  
Parks and Recreation Section  
324 4<sup>th</sup> Avenue  
South Charleston, West Virginia 25303

Contact: Mr. Bradley S. Leslie PE  
Phone: 304-558-2764

**West Virginia Division of Natural Resources**  
Wildlife Resources Section  
324 4<sup>th</sup> Avenue  
South Charleston, West Virginia 25303

Contact: Mr. Zack Brown  
Phone: 304-558-2771



**Duke Energy**

McGuire Nuclear Station  
13225 Hagers Ferry Road  
Mail Code: MG0273  
Huntersville, NC 28078

Contact: Evan Katzke, PE  
(980) 875-6022

**City of Thomas**

P.O. Box 248  
Thomas, West Virginia 26292

Contact: Mayor Matt Quattro  
Phone: 304-463-4360

**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

**City of Belington**

Post Office Box 926  
Belington, West Virginia 26250

Contact: Mr. Don Harris  
Phone: 304-823-1611

**Mt. Top PSD**  
Mt. Top PSD  
P.O. Box 236  
Mt. Storm, WV 26739

Contact: Ms. Diane Junkins  
Phone: 304-693-7667

### **3.1.a. Procedure for Communication**

The principals of our firm have a strong working relationship with the WVDNR and the WVDEP Dam Safety section that we have developed over the last 40 years. We have worked closely with all members of the Dam Safety Section on projects throughout the state. A state map showing the location of our projects is presented in the Illustrations Section of this EOI.

This vast experience allows our company to work with the agency as part of the project team, and develop plans and specifications which are practical and require very little, if any changes after Dam Safety completes its review.

During the construction contract administration process, our firm will continue to maintain close communication with the Owner and Dam Safety to ensure continued project quality.

Our general approach to communicating with the WVDNR and the WVDEP - Dam Safety Section is summarized below:

- **Initial Meeting/Discussion:** New projects are discussed with Dam Safety, Park Management, and WVDNR Engineering personnel prior to beginning work in order to develop an understanding of the history of the dam, agency and owner concerns, and details of the park use. Based on our initial meeting a scope of work necessary to gain approval of the project with minimal disruption of park use is developed
- **File Review:** A complete review of records maintained by the Owner and Dam Safety is conducted by our engineer.

- **Ongoing Review and Consultation:** Results of investigation and engineering analysis are submitted to Dam Safety and the Owner in pdf format by email as they are developed in order to expedite the review process. This piece meal submittal procedure minimizes costly changes and delays once the project plans are complete and ready for formal submission to the agency and owner for review.
- **Reports:** Progress reports are prepared monthly and submitted by email correspondence to keep the WVDEP and owner informed of any issues which have arisen and the progress achieved during the month.
- **Regular Meetings with the Owner and Dam Safety:** Regular meetings are conducted throughout the design and construction process to discuss findings, consult with Dam Safety's Engineers, 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. Due to our close office proximity to the Owner's office and Dam Safety, we are also available for impromptu meetings as required to resolve any issues or concerns that could affect the project design, schedule, and/or budget.

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.

### **3.1.b. and 3.1.c. Owner's Budget and Schedule**

1. **General:** Civil Tech has a history of completing dam safety and rehabilitation projects on time and within budget. All of our projects have been completed at or below the contract fee. A partial listing of recent dam modification projects is provided on Table 2 – Dam Modifications Experience Summary. Table 2 is presented in the Illustrations Section of this EOI. This table demonstrates our ability to complete projects within budget, and lists construction cost estimates, bid price, and actual construction costs for 10 representative projects to illustrate our ability to work within the owner's budget and manage contractors to reduce the need for change orders and cost over-runs. Copies of the certificates of approval

issued by Dam Safety for these projects can be provided upon request.

Engineering and Construction Cost Estimates are reviewed and compared to budget at each milestone (Phase) as follows:

- Schematic Design Phase
- Design Development Phase
- Construction Document Phase
- Bidding/Negotiation
- Construction\*

\*Contractor applications for payment are also reviewed and approved monthly and tabulated for comparison with the budget so that construction cost and cost over-runs are controlled. As-built drawings will be required for submission with monthly pay applications submitted by the contractor to verify costs and that the project is being constructed in accordance with the approved plans and specifications as the work is completed.

Because of our experience and knowledge of the Dam Safety regulations and dam design, we can typically complete the design of dam rehabilitation projects within 6 to 9 months or less.

Many of our dam related projects have been fast tracked due to funding and time constraints. The Thomas Dam Project completed in 2000 for the City of Thomas is one example of our capability to complete dam related projects in a quick, timely, and cost effective manner. A brief description of the Thomas Project and others is provided herein in order to illustrate our successful history completing projects on time and within budget.

A discussion of our plan to complete the six dam design and repair projects within budget and on time is provided below.

2. **Proposed Schedule:** Based on information provided in the EOI, we understand the Owner requires the design and construction of the six subject dams to be completed within a 4 year period from notice to proceed. Considering this, we have prepared a proposed schedule for the project that details our plan to complete the project, including construction administration, within the time allotted. As shown, the schedule proposes surveying and mapping be performed initially at all dam sites. This will provide flexibility to work on any one of the projects simultaneously as time allows because the field work will be completed. Then, it

is proposed that the design and permitting be performed for Rollins and Fairfax. Once the design has been completed for these projects and they are under review, the schedule then proposes design be completed for Turkey Run and the Upper Decker's dams. However, as mentioned, since the field work will be completed initially at all dams, the schedule can be adjusted as necessary in the event unforeseen circumstances delay or slows work on any particular dam.

We believe staggering the submittal process to Dam Safety to provide continuous review of the project phases as they proceed ,will prevent a backlog of submittals (and associated delays), and allow our personnel to work continuously on the project phases as they are reviewed. We will also work on the design of the projects simultaneously so that work can be performed while we are waiting on review of projects and information submitted to Dam Safety and the Owner. Our experience with the design and permitting process is invaluable to the timely completion of this project. Please see the next page for a Schedule outlining our proposed plan for the projects timely completion. In order to comply with this schedule, our firm will dedicate key personnel to engineering and design throughout the duration of the project.

DAM/ACTIVITY	2018			2019			2020			2021		
	1-3	3-6	6-9	9-12	1-3	3-6	6-9	9-12	1-3	3-6	6-9	9-12
ROLLINS DAM NO. 1 & 2												
SURVEYING AND MAPPING												
SUBSURFACE INVESTIGATION												
HYDRAULIC ANALYSIS/DAM BREAK												
ENGINEERING												
CONSTRUCTION DOCUMENTS												
PERMITTING (AGENCY REVIEW)												
CONSTRUCTION PHASE SERVICES												
TURKEY RUN												
SURVEYING AND MAPPING												
SUBSURFACE INVESTIGATION												
HYDRAULIC ANALYSIS/DAM BREAK												
ENGINEERING												
CONSTRUCTION DOCUMENTS												
PERMITTING (AGENCY REVIEW)												
CONSTRUCTION PHASE SERVICES												
FAIRFAX POND												
SURVEYING AND MAPPING												
SUBSURFACE INVESTIGATION												
HYDRAULIC ANALYSIS/DAM BREAK												
ENGINEERING												
CONSTRUCTION DOCUMENTS												
PERMITTING (AGENCY REVIEW)												
CONSTRUCTION PHASE SERVICES												
UPPER DECKER 3 AND 7												
SURVEYING AND MAPPING												
SUBSURFACE INVESTIGATION												
HYDRAULIC ANALYSIS/DAM BREAK												
ENGINEERING												
CONSTRUCTION DOCUMENTS												
PERMITTING (AGENCY REVIEW)												
CONSTRUCTION PHASE SERVICES												

NOTES: FLOAT PROVIDES ADDITIONAL TIME FOR PROJECT DELAY DUE TO UNFORSEEN CIRCUMSTANCES INCLUDING; PERMITTING, ENVIRONMENTAL ISSUES, PUBLIC INPUT, BIDDING, WEATHER, ETC.

3. **Dam Rehabilitation Design:** Based on our knowledge of the dams gained during the periodic inspections performed by our firm since 1997, engineering services will be required to design/permit modifications for each of the 6 dams included in the project. A more detailed approach for each dam will be discussed herein; however, in general we anticipate the design of modifications will include:

1. Topographic mapping and a dam break and hazard classification of the dams. As shown on the schedule, these are the first steps that dictate the design storm and hydraulic requirements for the dams.
2. Subsurface investigation, stability and seepage analysis will be performed.
3. Evaluation of the principal spillway outlet pipes and risers using divers and underwater video as required.
4. Preliminary design can be performed concurrently with the hazard analysis and/or while awaiting review of the same. Hazard analysis has been performed on 22 of our dam modification projects. This experience provides our firm a unique understanding of the requirements of the same.
5. Based on the results of the hazard analysis, design of modifications will be performed. The Owner and Dam Safety will be informed of all critical aspects of the design as we proceed to allow the final design documents to be prepared based on approval and input from the same. This approach will result in a more efficient review process and minimal revisions.
6. Open and frequent communication with the Owner and Dam Safety during the design process will allow the project to be completed on time and within budget.
7. We approach our projects as if the Owner and Dam Safety are members of the project team. This approach serves to assure:
  - The project meets the Owners requirements.
  - No disruption of park or wildlife management area use.
  - Compliance with the regulations.
  - Timely approval of modifications.

4. **Contract Administration:** Based on our experience, construction of dam modifications can usually be completed within a 6 to 9 month period. We plan to prioritize the subject projects to comply with the schedule. Our experience with WVDNR and Dam Safety procedures and requirements will aid in streamlining the bid process by allowing the pre-bid meeting and all other communication with the contractor awarded the project to be clear and concise. All questions and concerns will be addressed efficiently based on our intimate understanding of the design

thereby minimizing delays and cost overruns. To facilitate contract administration of the subject dams we propose the following:

- a) The project manager (Mark Pennington) will make routine site visits during construction and will provide ongoing consultation to address issues as they arise in order to enforce the project plans and specifications and avoid cost over-runs.
- b) Monthly construction summaries including submittals, inspection reports, and laboratory test results will be prepared by our engineer as required by Dam Safety.
- c) We will provide an experienced resident technician to provide full time construction monitoring to document construction and serve as our site representative.
- d) As-built drawings will be required for submission with monthly pay applications submitted by the contractor to verify costs and that the project is being constructed in accordance with the approved plans and specifications as the work is completed.
- e) Priority attention to this project will reduce the risk of cost over-runs and improper construction so that the project can be certified at the completion of construction.

#### **5. Experience Meeting Deadlines:**

##### **Thomas Dam Modification Project:**

In 1999, the City of Thomas was faced with a deficient, unsafe dam located in the environmentally sensitive North Fork of the Blackwater River. Funding constraints imposed by HUD through the WV Development Office required the design and construction of this project be completed before December 31, 2000 or funding would be lost.

We were selected for the Thomas Project in the summer of 1999 and a contract was signed with the city on September 1 of that year. Civil Tech completed the design by the end of 1999 (4 months), and filed the permit application with Dam Safety by February 1 of 2000. Because we had worked closely with Dam Safety, the permit application was reviewed and a certificate of approval to proceed with construction was issued for the project before March 1, 2000 (6 months after startup).

The project was advertised and bid in accordance with HUD procedures and a contract was awarded.

Construction began in 2000 and was completed by October 30, 2000 in accordance with the funding deadline. The project was also completed under budget.





**THOMAS DAM MODIFICATION, THOMAS, WV**

**Winterplace Dam Modification Project:**

In August of 2002, our company was selected by Winterplace Ski Resort to expand their water supply dam by raising the dam and spillway system. Since adequate water supply for snow making is critical to their resort, Winterplace had to have this modification complete and the dam filled and in service before ski season of 2003.

To accomplish this, the design had to be completed and submitted to dam safety so that construction could begin by March 1, 2003. We were awarded this project on August 23, 2002 and agreed to complete the design and submit the design to Dam Safety by December 15, 2002.

The dam safety permit application along with plans and specifications were completed on time and within budget. The project was approved by Dam Safety and bid in February of 2003 in time for the construction season.

The project was not constructed due to cost and we later designed a reservoir enlargement

project which increased the reservoir volume within the Winterplace budget.

**WVDNR Dam Modification Projects:**

We have performed numerous dam modification projects for Parks & Recreation and Wildlife Resources Sections of the WVDNR. The reader should refer to Table 1. All of these projects have been completed within budget and time constraints. The Cacapon Reservoir and Park Dam Modification Project was most recently completed in 2017 within budget and on time.

References who can speak about our ability to meet project deadlines are listed below:

1. Bradley S. Leslie, PE 304-558-2764  
WVDNR Parks & Recreation Section
2. Mayor Matt Quattro, 304-463-4360  
City of Thomas, WV
3. Terry Pfeiffer, 304-787-3221 ext 104  
Winterplace Ski Resort
4. Brian Tucker (304) 543-0619  
West Virginia American Water Company

**3.1.d. 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 21 years ago and has allowed us to successfully complete nearly 2000 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 projects including:
  - Surveying and Mapping.
  - Geotechnical Engineering including soil and rock classification, groundwater monitoring, and interpretation of laboratory test results including permeability and triaxial testing.
  - Seepage and Stability Analysis.
  - Hydrology and Hydraulic Analysis using Hec HMS, Dams2, Hec-1 and Hec-2, Hydrocad, and Hec-Ras.
  - Innovative Design Techniques including the use of RCC.
  - Reinforced Concrete Design.
  - Pavement Design.
  - Erosion and Sediment Control Plan Design and 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 submission to Dam Safety.

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. Should underwater video or investigation be required, we will utilize Underwater Services of Poca, West Virginia. The total cost of subcontracts should range between 5 and 10% of the engineering budget. No other subcontracts are anticipated.

AVERY

## **4 – PROJECT GOALS AND OBJECTIVES**

**4.1 Goal/Objective 1 - Information review and communication with the Owner to develop plans that can be implemented efficiently and with minimal disruption to the facility.**

**General:** As mentioned, our firm has performed periodic inspections of the subject dams as follows:

Upper Deckers Creek No. 3 Dam – since 2003

Upper Deckers Creek No. 7 Dam - since 2003

Fairfax Pond Dam – 1<sup>st</sup> Inspection after DNR obtained ownership of the dam - 2016

Rollins Lake Dam #1 and #2 - since 1997

Turkey Run Dam - since 1997

Considering our firm has been inspecting the subject dams for as long as 20 years, we are familiar with the history and deficiencies of the same thus allowing us to streamline the design development, review, and permitting process.

Our understanding of each dam and its history and deficiencies will allow us to design modifications that minimize disruption to the facility and meet the needs of the Owner. Since each dam project will involve complete design of modifications, our firms' working relationship with DNR personnel will prove invaluable to preparing a design that requires minimal revisions and changes.

Where appropriate and if directed by the Owner, we will also consider other options which are allowed by the regulations in addition to modifications. These options include: dam removal or reduction in height below jurisdiction. We have experience with both of these options.

Provided herein is a brief summary of deficiencies known at this time, estimated structure information, and our early opinion of possible modifications:

**Upper Deckers Creek No. 3 and No. 7 Dams (located in series – Deckers Creek No. 3 is positioned downstream of Deckers Creek No. 7 Dam)**

Dam	Length (ft.)	Height (ft.)	Crest Width (ft.)	PSW	ESW	Drainage Area (AC)
Decker No. 3	265	12	8	48" CMP	70' Trap. Channel	97
Decker No. 7	540	12	10	42" CMP	100' Trap. Channel	557

- a) We understand the hazard rating and associated design storm has been determined by the NRCS as Class 1 based on dam break analysis. However, it is not clear whether a risk assessment has been performed. Therefore, if the Class 1 rating is proven to be appropriate in accordance with the WVDEP Dam Safety Regulations, it may still be possible to reduce the design storm within the Class 1 rating using risk assessment.
- b) The spillway system may be inadequate to pass the design storm without causing the dam(s) to overtop.
- c) A drain gate is not known to exist. The pool level is believed to be maintained by stop logs. The condition of the drain gate (if any) and the stop logs will need to be assessed. Also, the condition of the CMP principal spillway outlet pipes is questionable and will need to be evaluated.
- d) Seepage is present and the embankments may not be stable in accordance with the regulations.

Preliminary design options for these dams may include;

- Raising the dam crest to provide additional storage and spillway capacity.
- Flattening the downstream slope and armoring the crest and slope for overtopping flow.
- Widening the emergency spillway(s) to increase capacity.
- Slip lining the existing CMP outlet pipes as needed.
- Investigate the condition of the drain gate and/or repair if practical or replace stop logs that are in poor condition.

**Fairfax Pond Dam (drains into NRCS Dam Upper Decker #6)**

<b>Dam</b>	<b>Length (ft.)</b>	<b>Height (ft.)</b>	<b>Crest Width (ft.)</b>	<b>PSW</b>	<b>ESW</b>	<b>Drainage Area (AC)</b>
<b>Fairfax Pond</b>	<b>650</b>	<b>13</b>	<b>40-70</b>	<b>36" RCP</b>	<b>36" Steel Pipe</b>	<b>794</b>

- a) The hazard rating and associated design storm has not been determined.
- b) The spillway system may be inadequate to pass the design storm without causing the dam to overtop.
- c) There is no drain gate. Normal pool is maintained by a 36 inch diameter RCP located approximately 5 ft. below the dam crest.
- d) The emergency spillway consists of a 36 inch steel pipe that is severely corroded and may be hydraulically deficient.
- e) The dam is reported to be constructed of mine spoil and therefore will need to be evaluated for seepage and stability concerns.

Preliminary design options for this dam may include;

- Raise/level the dam crest to increase reservoir storage.
- Flatten the downstream slope and armor the crest and slope for overtopping flow.
- Eliminate the existing emergency spillway pipe and construct a new trapezoidal spillway channel in the dam or abutments.
- Remove and replace the existing principal spillway pipe and construct a new inlet/outlet structure and channel.
- Construct a buttress and/or internal drainage system to capture and control seepage and improve stability as needed.

**Rollins Lake Dam #1 and # 2 (two earthen embankments separated by parking)**

Dam	Length (ft.)	Height (ft.)	Crest Width (ft.)	PSW	ESW	Drainage Area (AC)
No. 1	500	10 - 12	10	12" PVC	None	68.7
No. 2	1000	10 - 12	20			

- a) The hazard rating and associated design storm has not been determined.
- b) There is no drain gate. There is no emergency spillway. Normal pool is maintained by a 12 inch diameter PVC pipe located within Dam #1 embankment.
- c) The spillway system may be inadequate to pass the design storm without causing the dam to overtop depending on the hazard rating and the required design storm. However, given the small drainage area and the location of the dam in relation to the downstream hazard, we believe it is possible the dams can be assigned a Class 2 hazard rating and modifications could be minimal to obtain a COA.
- d) There is possible seepage at both dams. Seepage and stability analysis will be required.

Preliminary design options for these dams may include;

- Construct or designate an emergency spillway within the low parking area separating the dams.
- Raise and level the dam crest to provide additional storage.
- Construct a buttress and filter drain at the downstream toe if necessary.



**Turkey Run Dam**

<b>Dam</b>	<b>Approx. Length (ft.)</b>	<b>Approx. Height (ft.)</b>	<b>Approx. Crest Width (ft.)</b>	<b>PSW</b>	<b>ESW</b>	<b>Drainage Area (sq. mi.)</b>
<b>Turkey Run</b>	<b>1000</b>	<b>30</b>	<b>40</b>	<b>Twin 10'x 10' Box Culverts</b>	<b>None</b>	<b>2.63</b>

- a) The hazard rating and associated design storm has not been determined.
- b) The spillway system may be inadequate to pass the design storm without causing the dam to overtop.
- c) The drain gate may not be operable. There is no emergency spillway. Normal pool is maintained by a concrete drop inlet riser that drains into two (2) concrete 10 x 10 ft. culverts.
- d) The dam has experienced past instability on the downstream slope. Seepage and stability analysis will be required.

Since this dam is a road fill and the crest is a heavily traveled roadway, options for remediation will need to address this concern. Design options for the dam will need to be carefully evaluated based on the results of hydraulic analysis. In addition, the Owner’s concerns and the needs of the community will need to be addressed. Based on conversations with Dam Safety personnel, since the dam was originally a road fill, the structure could be restored to this function by removing the riser and allowing the lake to drain. However, this presents environmental as well as political challenges that will need to be addressed. Also, there are property constraints around the dam which may affect the modifications. All these considerations will be carefully weighed to ensure the proposed design meets the needs of all involved parties and is in accordance with current Dam Safety Regulations.

As outlined in the “Experience” section of this EOI, our firm has extensive knowledge of dam rehabilitation, and both standard as well as innovative repair options.

As an example, based on hazard analysis, Long Branch Dam at Pipestem State Park was reclassified to reduce the design storm and was economically modified by our firm to meet the design storm requirements with the simple addition of a short concrete flood wall on the crest of the dam. This modification was completed without draining the lake, within budget, and maintained trail access across the dam when the project was completed.



**LONG BRANCH DAM MODIFICATION, PIPESTEAM STATE PARK**

**4.2 Goal/Objective 2 - Provide all the required services in a manner that is in accordance with the WVDNR needs and objectives as well as the current regulations. In addition, the goal is to design and complete the project within budget.**

The goal for this project is to perform engineering necessary to design, permit and construct modifications to the dams in accordance with current Dam Safety regulations. These services are required in order to obtain a certificate of approval and bring the dams into compliance with the current Dam Safety regulations.

In addition, our designs will improve the safety and long term functioning of the dams.

**CIVIL TECH ENGINEERING, INC "Attention to Detail"**

The needs of the Owner concerning the recreation uses at the dams will also be prioritized and incorporated in the design.

Our extensive experience and understanding of the design and permitting process for dam modification projects will allow us to design and execute the project within budget and on schedule. In general, engineering services required will include:

- a) Topographic mapping.
- b) Subsurface investigation.
- c) Site Reconnaissance.
- d) Underwater video.
- e) Hazard/Hydrologic/Hydraulic Analysis.
- f) Seepage Analysis.
- g) Stability Analysis
- h) Project Narrative Preparation.
- i) Permitting (Dam Safety, USACE, NPDES, SHPO, RTE, WVDOH)

Our experience outlined herein with dam rehabilitation projects illustrates our firms' ability to approach projects both logically and creatively resulting in Owner satisfaction and ultimately compliance with current Dam Safety Regulations. Based on the knowledge gained during periodic inspection of each of the dams included in the EOI, we will be able to begin the design process upon notice to proceed with minimal review time required. Also, the use of available LIDAR mapping in Preston County will allow us to minimize the mapping required for the Upper Decker Dams and Fairfax Dam. Please refer to the proposed project schedule provided herein.

**4.3 Goal/Objective 3 - Provide construction contract administration services in a competent and professional manner to ensure the projects are constructed and perform as designed.**

As outlined in our "Experience and Qualifications" section of the EOI, this goal will be met by utilizing our highly qualified and experienced staff to administer the construction contracts and provide the services listed below resulting in successful projects constructed as designed:

- a) Bidding assistance.
- b) Construction Phase Services.
- c) As-built drawing preparation.

d) Certification.

Our firm most recently completed construction of modifications to Park and Reservoir Dams at Cacapon State Park. The project was managed by Mark Pennington with inspection services provided by Scott Barnes our resident technician. The project utilized about 2600 CY of RCC to armor the downstream slope and crest of Park Dam and the emergency spillway berm at Reservoir Dam. Modifications corrected stability and seepage concerns and improved access at both dams for fishermen while maintaining the aesthetic and original configuration and appearance at both dams. The project was completed on time and within budget and has been accepted by the WVDEP Dam Safety Section.



**PARK DAM MODIFICATION (RCC PLACEMENT), CACAPON STATE PARK**



**PARK DAM MODIFICATION (RCC PLACEMENT), CACAPON STATE PARK**



**RESERVOIR DAM MODIFICATION, CACAPON STATE PARK (BEFORE)**



**RESERVOIR DAM MODIFICATION, CACAPON STATE PARK (AFTER)**



**RESERVOIR DAM MODIFICATION, CACAPON STATE PARK (AFTER)**







**TABLE 2 -- DAM MODIFICATIONS EXPERIENCE SUMMARY - PARTIAL LISTING**

BY: CIVIL TECH ENGINEERING INC.

November 13, 2017

DAM /HAZARD RATING	OWNER	DAM SAFETY APPROVAL	ENGINEER'S CONSTRUCTION COST ESTIMATE (\$)	BID PRICE (\$)	ACTUAL CONSTRUCTION COST (\$)
DEEGAN (ID#03322) CLASS 1 HAZARD RATING	CITY OF BRIDGEPORT	COA	\$ 703,420.00	\$ 502,350.00	\$ 470,133.00
HINKLE DAM (ID#03328) CLASS 1 HAZARD RATING	CITY OF BRIDGEPORT	COA	\$ 703,420.00	\$ 502,350.00	\$ 470,133.00
MILL RUN WS RESERVOIR (ID#02329) CLASS 2 HAZARD	MT. TOP PSD	COA	\$ 191,925.00	\$ 163,315.00	\$ 167,988.00
JIMMY LEWIS DAM (ID#0521) CLASS 1 HAZARD RATING	WVDNR	COA	\$ 252,540.00	\$ 282,480.00	\$ 282,480.00
LONGBRANCH DAM (ID#08903) CLASS 1 HAZARD RATING	WVDNR	COA	\$ 222,370.00	\$ 200,548.00	\$ 200,548.00
BERWIND DAM (ID#04702) CLASS 1 HAZARD RATING	WVDNR	COA	\$ 1,137,150.00	\$ 1,013,000.00	\$ 1,013,000.00
CULLODEN PSD DAM (ID#01101) REDUCTION BELOW JURISDICTION	WVDNR	COA	\$ 643,328.00	\$ 500,000.00	\$ 500,000.00
CACAPON PARK DAM (ID#06503) CLASS 1 HAZARD RATING	WVDNR	COA	\$ 561,150.00	\$ 850,000.00	\$ 850,000.00
CACAPON RESERVOIR (ID#06503) CLASS 1 HAZARD RATING	WVDNR	COA	\$ 561,150.00	\$ 850,000.00	\$ 850,000.00
FLIP BUCKET STABILIZATION (ID#02301) CLASS 1 HAZARD	MT. STORM POWER STATION	LETTER	\$ 532,450.00	\$ 376,360.00	\$ 411,992.00





**PARK DAM MODIFICATION (RCC), CACAPON STATE PARK (BEFORE)**



**PARK DAM MODIFICATION (RCC), CACAPON STATE PARK (AFTER)**

**REVISIONS**

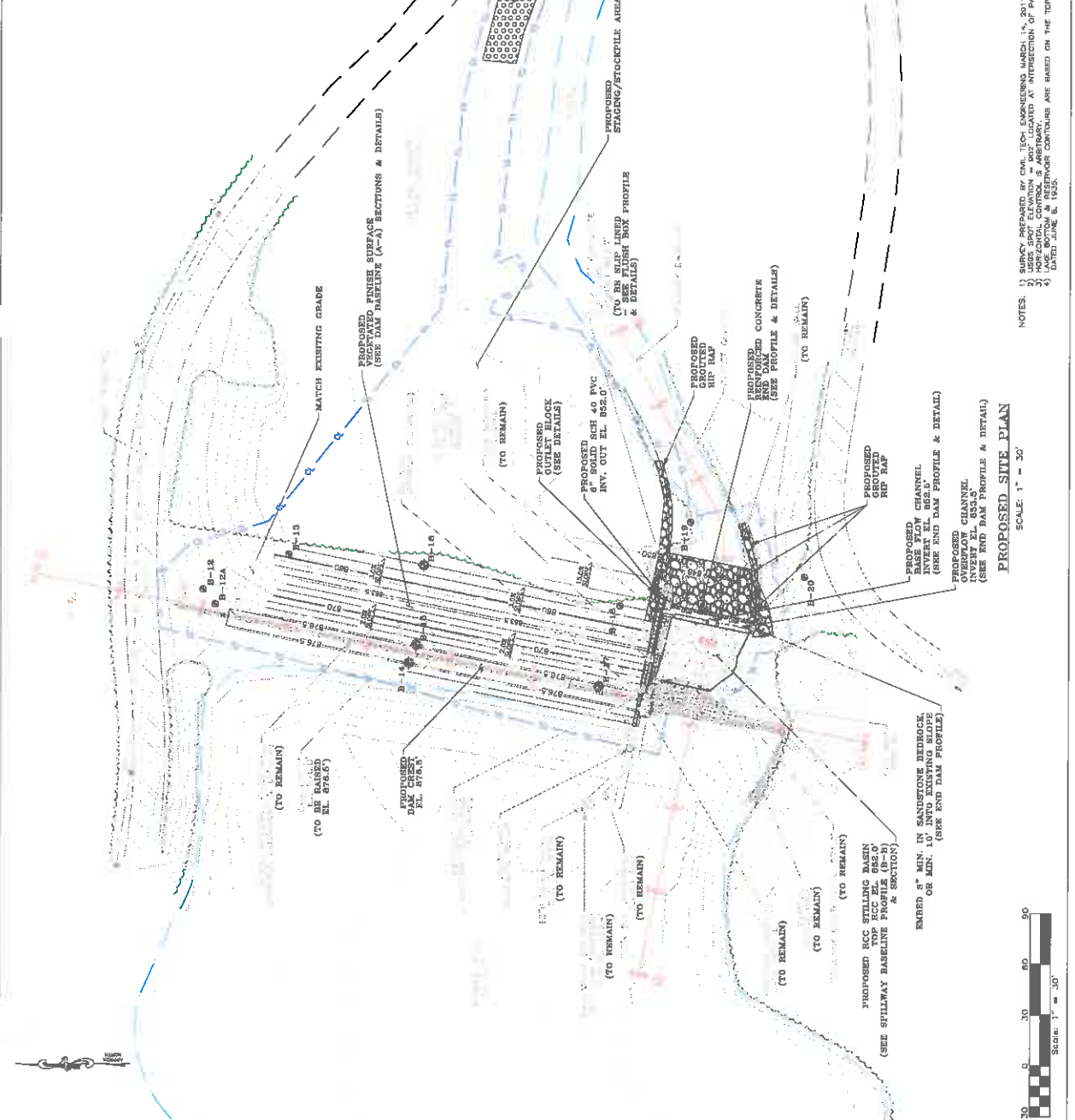
NO.	DATE	DESCRIPTION

**LEGEND**

- EXISTING PAVED ROAD
- EXISTING RIP RAP
- EXISTING STONE MASONRY
- EXISTING ROCK OUTCROP
- EXISTING CONCRETE
- PROPOSED RCC
- PROPOSED GROUTED RIP RAP
- PROPOSED UNGRAVELLED CONSTRUCTION ENTRANCE
- PROPOSED CONSTRUCTION ENTRANCE (SCE)
- BASELINE
- BORING LOCATION
- BORING & OBSERVATION WELL LOCATION
- TREE LINE
- CONTROL POINT
- SPOT ELEVATION
- PROPOSED CONSTRUCTION LIMITS
- WATER SURFACE
- PROPOSED PLAN COURSE
- PROPOSED PLAN COURSE (1935)
- PROPOSED SLOPE
- PROPOSED EARTH ROAD LOCATION
- EXISTING SANITARY SEWER
- EXISTING SANITARY MANHOLE
- EXISTING FENCE

**CONTROL POINT INFORMATION**

POINT NUMBER	NORTHING	EASTING	ELEVATION (FT)
CP-1 (P+K NAIL)	16485.91	18774.10	881.80
CP-2 (SPEAK)	15325.38	20331.28	876.64
CP-3 (SPEAK)	16888.27	20278.48	884.64
CP-4 (SPEAK)	18238.01	20368.27	886.27
CP-5 (SPEAK)	18278.27	20368.20	879.20



NOTES: 1) SURVEY PREPARED BY CIVIL TECH ENGINEERING MARCH 14, 2011.  
 2) USES SPOT ELEVATION = 800' LOCATED AT INTERSECTION OF PARK ROAD 801 & PARK ROAD 809. USED AS VERTICAL BENCH MARK.  
 3) USES SPOT ELEVATION = 800' LOCATED AT INTERSECTION OF PARK ROAD 801 & PARK ROAD 809. USED AS VERTICAL BENCH MARK.  
 4) LAKE BOTTOM & RESERVOIR CONTOURS ARE BASED ON THE TOPOGRAPHIC INFORMATION SHOWN ON THE ORIGINAL DESIGN DRAWINGS.  
 DATED JUNE 8, 1935.

**PROPOSED SITE PLAN**  
 SCALE: 1" = 30'

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**RESERVOIR DAM MODIFICATION, CACAPON STATE PARK (BEFORE)**



**RESERVOIR DAM MODIFICATION, CACAPON STATE PARK (AFTER)**

**CIVIL TECH ENGINEERING INC. "Attention to Detail"**



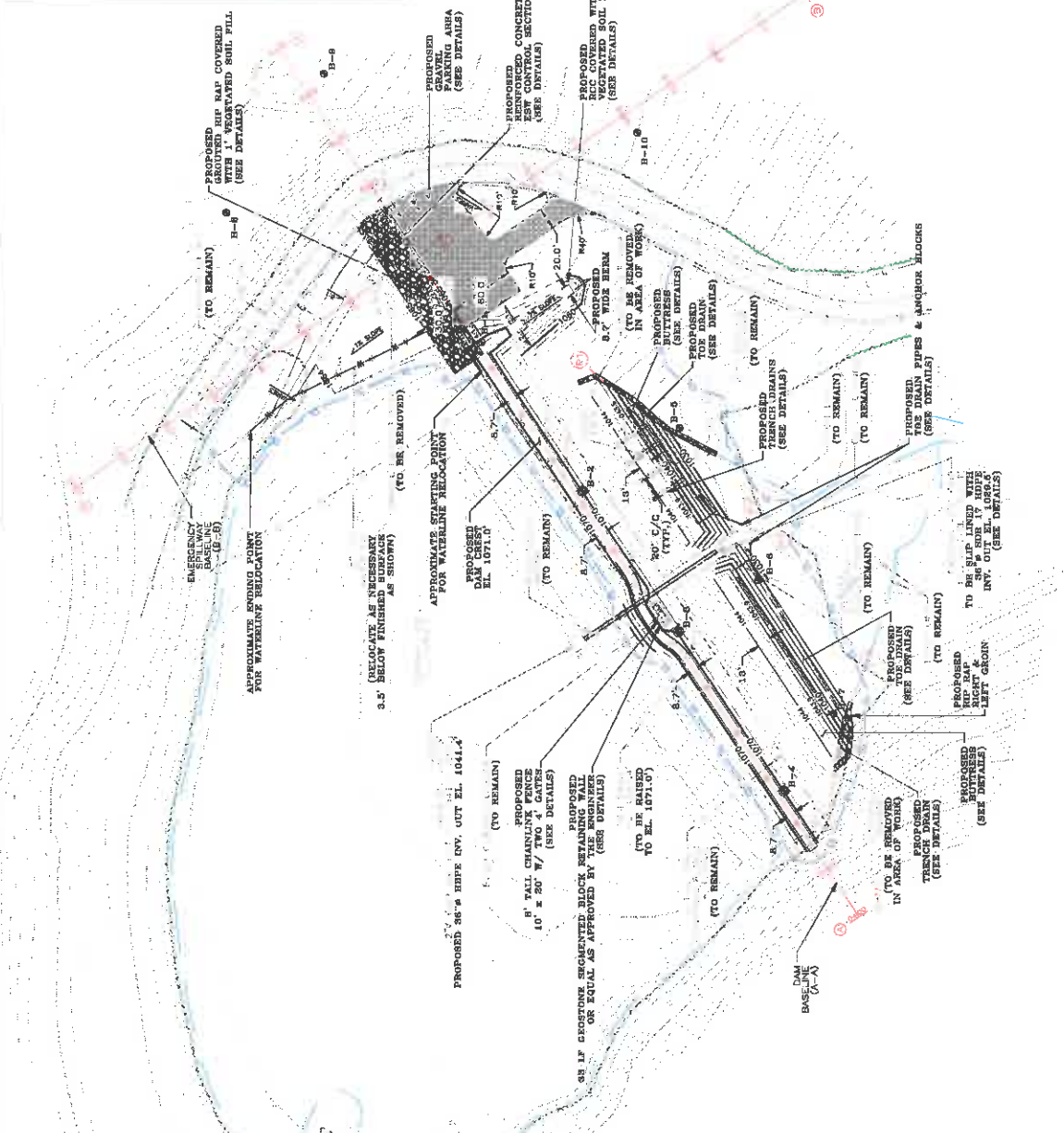
**RESERVOIR DAM MODIFICATION, CACAPON STATE PARK (AFTER)**



**RESERVOIR DAM MODIFICATION, CACAPON STATE PARK (AFTER)**

**LEGEND**

- EXISTING ROAD
- EXISTING DRIVE
- EXISTING PIPE
- EXISTING UTILITY
- PROPOSED DRIVE
- PROPOSED UTILITY
- PROPOSED STRUCTURE
- PROPOSED STRUCTURE WITH MAT
- PROPOSED MAT
- PROPOSED FOUNDATION
- PROPOSED WALL
- PROPOSED WALL WITH LOCATION
- PROPOSED WALL WITH LOCATION AND FOUNDATION
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CONTROL POINT INFORMATION	POINT NUMBER	NORTHING	EASTING	ELEVATION (FT)
	CP-333 (SPRUC)	21485.35	17200.96	1089.40
	CP-336 (SPRUC)	21483.04	17044.80	1111.38
	CP-338 (SPRUC)	21469.28	17387.79	1088.82
	CP-337 (SPRUC)	21384.87	17365.91	1083.08

**PROPOSED SITE PLAN**  
 SCALE: 1" = 50'



NOTES:  
 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND DECIMAL FRACTIONS THEREOF.  
 2. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND DECIMAL FRACTIONS THEREOF.  
 3. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND DECIMAL FRACTIONS THEREOF.  
 4. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND DECIMAL FRACTIONS THEREOF.

**CIVIL TECH ENGINEERING INC. "Attention to Detail"**



**CONAWAY RUN DAM MODIFICATION, CONAWAY RUN WMA**



**MT. STORM FLIP BUCKET STABILIZATION (RCC), MT. STORM POWER STATION**



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**THOMAS DAM MODIFICATION, THOMAS, WV**



**TETER CREEK DAM MODIFICATION, BARBOUR CO., WV**





**CIVIL TECH ENGINEERING INC. "Attention to Detail"**



**BELINGTON DAM MODIFICATION, BELINGTON, WV**



**WILSON DAM MODIFICATION, HAMPSHIRE CO., WV**

**CIVIL TECH ENGINEERING INC. "Attention to Detail"**



**OLD ANAWALT DAM FLOOD DAMAGE REPAIR, MCDOWELL CO., WV**



**BAILEY DAM MODIFICATION, MONONGALIA CO., WV**

**CIVIL TECH ENGINEERING INC. "Attention to Detail"**



**LEMLEY DAM MODIFICATION, MONONGALIA CO., WV**



**MONCOVE DAM MODIFICATION, MONROE CO., WV**

**CIVIL TECH ENGINEERING INC. "Attention to Detail"**



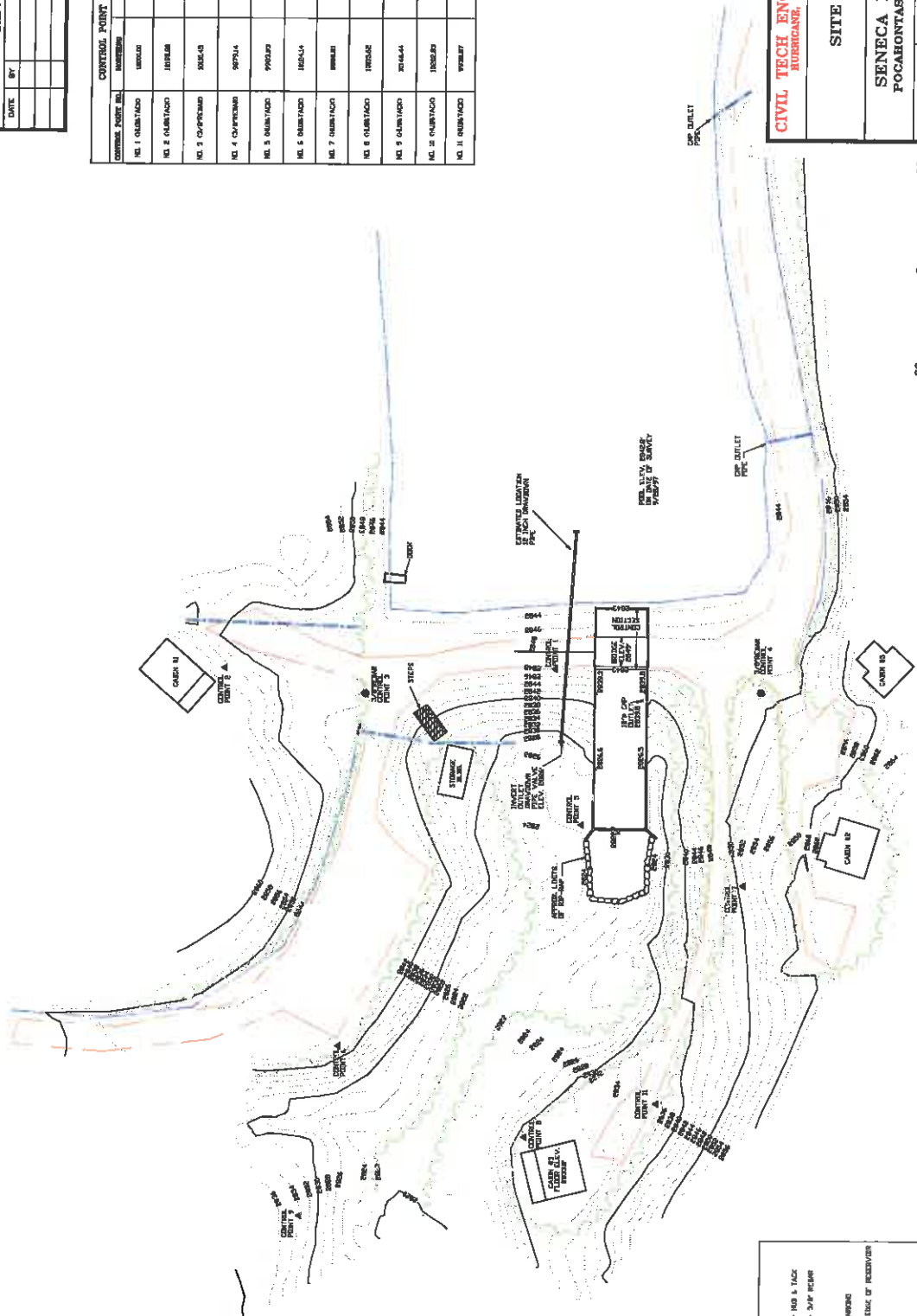
**SENECA DAM MODIFICATION, POCAHONTAS CO., WV**



**PLUM ORCHARD DAM MODIFICATION, FAYETTE CO., WV**

REVISIONS	
DATE	DESCRIPTION

CONTROL POINT SUMMARY		
CONTROL POINT NO.	BENCHMARK	COORDINATES (FEET)
NO. 1	100000	8944.00
NO. 2	100000	8944.00
NO. 3	100000	8944.00
NO. 4	100000	8944.00
NO. 5	100000	8944.00
NO. 6	100000	8944.00
NO. 7	100000	8944.00
NO. 8	100000	8944.00
NO. 9	100000	8944.00
NO. 10	100000	8944.00
NO. 11	100000	8944.00



**CIVIL TECH ENGINEERING, INC.**  
HARRISBURG, WEST VIRGINIA

**SITE PLAN**

**SENECA LAKE DAM**  
POCAHONTAS COUNTY, WV

DRAWING NO.: 97188-3  
DATE: OCTOBER, 1987  
SCALE: 1" = 60'  
DESIGNED BY: JRP  
CHECKED BY: MRP



LEGEND	
▲	CONTROL POINT - NO. & TACK
●	CONTROL POINT - 3/4" REBAR
—	PIPE
—	EDGE OF REINFORCED
—	BITUM LINE AND EDGE OF RECEIVERS
○	CONCRETE REBAR
○	TREE LINE



**CIVIL TECH ENGINEERING INC. "Attention to Detail"**



**JIMMY LEWIS DAM MODIFICATION, MERCER CO., WV**



**WARDEN LAKE DAM MODIFICATION, HARDY CO., WV**

**CIVIL TECH ENGINEERING INC. "Attention to Detail"**



**BERWIND DAM MODIFICATION (RCC), MCDOWELL COUNTY, WV**

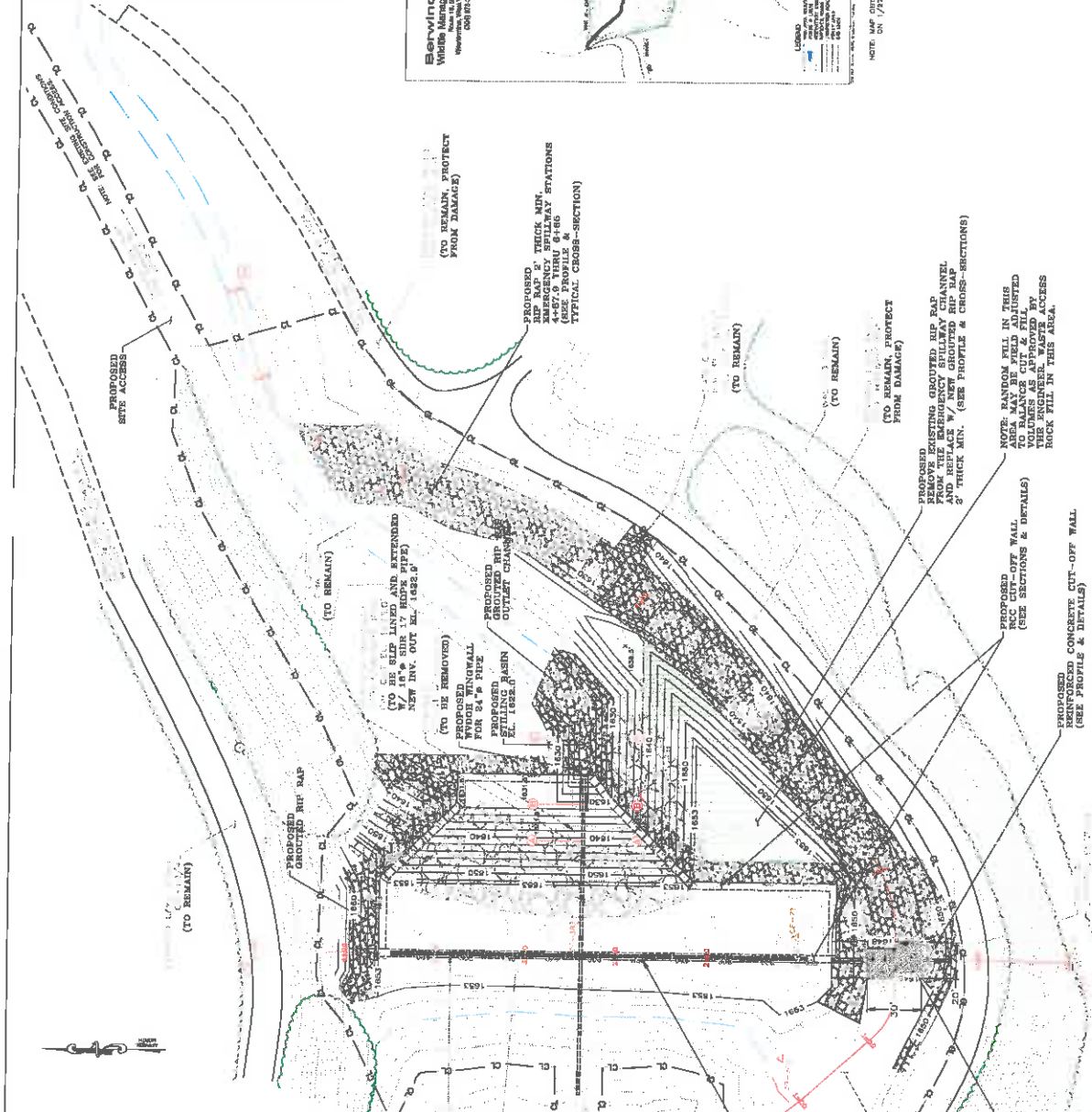


**LONG BRANCH DAM MODIFICATION, PIPESTEAM STATE PARK**

CONTROL POINT		FORMATION	
POINT NUMBER	NORTHING	EASTING	ELEVATION (FT)
CP-1 (108/740)	10113.08	10077.82	1857.87
CP-2 (098/740)	10173.26	10045.88	1864.25
CP-3 (098/740)	9922.58	9923.91	1058.41
CP-4 (098/740)	9778.45	9923.37	1040.51
CP-5 (098/740)	10000.00	10020.00	1827.68

BORING LOCATION INFORMATION			
BORING	NORTHING	EASTING	ELEV.
B-1B	10097.58	10002.52	1847.8
B-2	10074.45	9974.89	1854.3
B-3	10052.02	10115.43	1831.0
B-4	9924.08	9923.48	1055.0
B-5	9852.98	10119.72	1841.0
B-6	9876.12	10120.30	1839.7
B-7	10138.25	10085.78	1827.4

NOTE: MONITORING WELLS IN BORINGS B-1B, B-2, B-3, B-5, B-6, B-7 TO BE PRESERVED AND LOWERED TO NEW DAM CREST ELEVATION. - SEE DETAIL



**LEGEND**

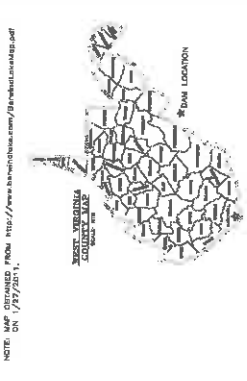
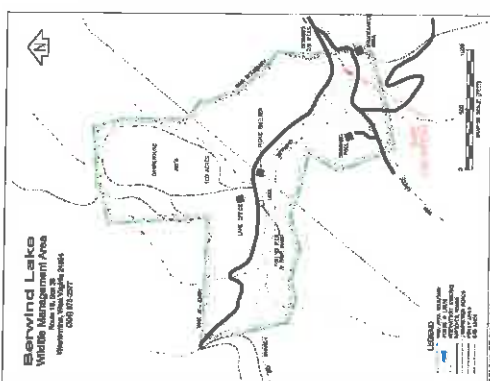
- PAVED ROAD
- EXISTING RIP RAP
- PROPOSED RIP RAP
- PROPOSED BASESTONE
- PROPOSED GRouted RIP RAP
- BASELINE
- BORING LOCATION
- TREE LINE
- CONTROL POINT
- SPOT ELEVATION
- WATER SURFACE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED RCC LIMITS
- PROPOSED CONSTRUCTION LIMITS
- PROPOSED DETAILED CROSS-SECTIONS
- ADJUSTABLE RANDOM FILL - SEE NOTE

FINISH CONTOURS REPRESENT TOP OF RCC & ADJUSTABLE RANDOM FILL COVER SHOWN ON THE CROSS-SECTIONS.

SCALE: AS SHOWN  
 CHECKED BY: MFP  
 DRAWN BY: MFP  
 DATE: 2/15/11  
 PROJECT: BERWIND LAKE DAM MODIFICATION  
 ADDRESS: 10000 W. 100TH ST., SUITE 100, WEST VERNON, WV 26061  
 PHONE: 304.841.1234  
 FAX: 304.841.1235  
 WWW: WWW.BERTCH.COM

**SITE PLAN**  
 BERWIND LAKE DAM MODIFICATION  
 BERWIND WILDLIFE MANAGEMENT AREA  
 WV PARKS & RECREATION  
 SOUTH CHARLESTON, WV

CIVIL TECH ENGINEERING, INC.  
 BERWIND LAKE DAM MODIFICATION  
 DATE: 2/15/11  
 PROJECT: BERWIND LAKE DAM  
 DRAWING NO.: 09150  
 SHEET: 15-532  
 TOTAL SHEETS: 41-925



**BERWIND LAKE DAM LOCATION**  
 N37° 15.532'  
 W81° 41.925'

NOTES:  
 1) SURVEY PREPARED BY CIVIL TECH ENGINEERING FEBRUARY 25, 2005 & APRIL 2, 2009.  
 2) USGS 6M 18SRNP = EL. 1635' LOCATED NEAR THE LAKE BRIDGE.  
 3) HORIZONTAL CONTROL IS ARBITRARY.

**PROPOSED SITE PLAN**  
 SCALE: 1" = 30'



**RESUME OF MARK E. PENNINGTON**  
**PRESIDENT – CIVIL TECH ENGINEERING INC.**  
**11 - 20 - 17**

**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	- <b>CIVIL TECH ENGINEERING, INC.</b> February 1996 to Present
Chief Engineer Vice President	- <b>Heeter Construction, Inc., Spencer, WV</b> February 1996 to April 1997
Principal Engineer Vice President	- <b>Triad Engineering, Inc., St. Albans, WV</b> September 1980 to February 1996
Staff Engineer	- <b>American Electric Power Service Corporation</b> 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 nearly 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, 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:

- Non Nuclear Power Plant Civil Design Services
- 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

**Non-Nuclear 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, 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 48 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 25 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**  
11.20.17

**EDUCATION**

BSCE - Civil Engineering - 1988 - University of Kentucky

**CERTIFICATION/REGISTRATION**

Registered Professional Engineer - West Virginia  
Licensed Land Surveyor - West Virginia

**EMPLOYMENT HISTORY**

<b>Principal Engineer</b>	Civil Tech Engineering, Inc., St. Albans, WV March 1996 to Present
<b>Senior Engineer</b>	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 Huntington District Corps of Engineers (HDCOE) 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, and Dams2 Computer Programs
- Stability Analysis using UTEXAS2, PCStable5, and HDCOE Hand Check Methods
- Seepage Analysis using graphical flow net and HDCOE 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 numerous dam safety inspections, dam breach analysis and risk assessments, geotechnical studies, and dam rehabilitation design projects. Civil Tech has also completed 20 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, AutoCad, Eagle Point, Flowmaster, HEC-HMS, Dams2, HEC1 and II, HECRAS, and Hydrocad.

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.

Rt. 5 Box 122K  
Bridgeport, WV 26330

Phone 304-842-3052  
Fax 304-842-3052  
E-mail [henry.t.brown@gte.net](mailto:henry.t.brown@gte.net)

# H. Thomas Brown

## Objective

Engineering Management

## Work experience

2004-2017 (Retired) City of Bridgeport Bridgeport, WV

### **Director of Community and Public Works**

- Managed City Departments: Engineering & GIS, Public Works, Public Utilities, Community Development and Parks & Recreation.
- Employee Evaluations: GIS Manager, Office Manager, Department Directors
- Prepared Annual Budget for Engineering/GIS Department
- Reviewed and Recommended Department Directors Budgets
- Managed Engineering Consultants and Contracts
- Prepared, Reviewed, Managed and Inspected all Construction Contracts

1991-2003 Harman Construction, Inc/West Virginia Paving, Inc  
Grafton/Charleston, WV

### **Senior Estimator (2001-2004)**

- Prepare and sign construction cost estimates: Paving, Roadway Repair & New Construction, Excavation, Utility (water, sewer & storm drainage) construction & repair and Retaining wall.
- Review and sign Contracts, Change orders, and Sub-Contracts
- Purchase Materials

### **Grafton Office Manager (1998-2001)**

- Prepare, review, and sign: Cost proposals, Contracts, Change Orders, and Sub-Contracts
- Purchase Materials
- Schedule: Crews and Sub-Contractors
- Close Branch Office

### **Senior/Chief Estimator (1991-1998)**

- Prepare, review and recommend for signature: Cost proposals, Contracts, Change Orders, and Sub-Contracts
- Manage: Company Safety Program, Equipment Maintenance and repair, and
- Schedule: Crews and Equipment

1987-1991                      Advanced Surveys, Inc                      Prince Fredrick, MD  
**Project Engineer**

- Prepare, review and recommend for signature: Engineering Proposals and Contracts
- Manage: Engineer, Technicians, inspectors and CAD system
- Schedule: Project designs, Project Inspections, and Sub-Consultants
- Prepare plans, specifications and contract documents: Commercial and Residential developments, Roadway and Intersection modifications and improvements, utility improvements and drainage improvements; including all studies and calculations required for excavation, grading, water, sewer, storm drain, storm water management, paving, side walk, curb and sediment control plans

1986-1987                      Tribble Construction, Inc..                      Manassas, VA  
**Estimator**

- Prepare, review and recommend for signature: Cost proposals, Contracts, Change Orders, and Sub-Contracts : Utility, Grading and Site Construction
- Purchase Materials
- Market Company

1986-1986                      The Driggs Corporation.                      Capitol Heights, MD  
**Estimator**

- Prepare, review and recommend for signature: Cost proposals for excavation and utility projects

1985-1986                      Marvaco, Inc..                      Capitol Heights, MD  
**Senior/Chief Estimator**

- Prepare, review and recommend for signature: Cost proposals for excavation and utility projects

1984-1985                      CMX Industrial Ceramics..                      Bridgeport, WV  
**Manager**

- Manage: Coal preparation plant rebuild shop

1983-1984                      Hopke Company, Inc...                      Alexandria, VA  
**Estimator**

- Prepare, review and recommend for signature: Cost proposals for utility projects

1981-1983                      Soil Conservation Service                      Morgantown, WV  
**Technician**

- Economic and hydraulic study preparation

1972-1981

Various

- Construction, Retail and Church Service

**Education**

December 1982

West Virginia University

Morgantown, WV

**Civil Engineering**

- BSCE

**Accreditations**

West Virginia Professional Engineer License

West Virginia Professional Surveyor License

**Professional memberships**

American Society of Civil Engineers

North Central West Virginia Highway Engineers

**RESUME OF ROBERT R. KESSLER**  
**GEOLOGIST**  
**11 - 11 - 17**

**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, and Seneca Dam, Cacapon State Park Dam Modifications.
Geologist Group Leader	-	Aggregate Group, West Virginia Division of Highways August 1998 to Present, Materials Control Division  Division Reorganization
Geologist Testing Group Leader	-	All Materials Testing Sections & Roadway Analysis West Virginia Division of Highways April 1992 to August 1998, Materials Control Division  Division Reorganization
Geologist Technical Advisor	-	West Virginia Department of Transportation January 1986 to April 1992, Materials Control Division  Division Reorganization
Geologist Assistant Director	-	Aggregate Section, West Virginia Department of Highways 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 40 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.

**RESUME OF CHARLES D. ARTHUR, Jr.**  
**SENIOR DESIGNER**  
**10 - 01 - 14**

**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      **Civil Tech Engineering, Inc.**      Hurricane, WV  
Present      *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      **Custom Upholstery**      St. Albans, WV  
June 2000      *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      **American Commercial Barge Line**      Jeffersonville, IN  
June 1999      *Deck Hand*  
Experience rigging barges together, making locks, chipping, grinding, painting, working in close quarters and maintaining tug boats/chemical barges
- Jan 1995 to      **Pizza Hut Inc.**      South Charleston, WV  
Aug 1997 and      *Shift Manager*

## RESUME OF CHARLES D. ARTHUR, Jr. Continued

July 1989 to June 1993 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

### 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:

- 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 SCOTT T. BARNES**  
**SENIOR ENGINEERING TECHNICIAN – CONSTRUCTION MANAGER**  
**11.20.17**

**EDUCATION:**

**Great Bridge High School**

Great Bridge, Virginia 1973

**North Carolina Commercial Contractor's License.**

**North Carolina Real Estate License.**

**North Carolina Department of Transportation Concrete Technician.**

**EMPLOYMENT HISTORY**

**Resident Technician**

Civil Tech Engineering Inc.

September 2016 – Present

Resident Technician for Cacapon Dam Modifications. Responsible for daily oversight of a \$ 1.7 Million construction project and reporting. Served as owner and engineer's site representative. Project was completed on time and within budget.

**Superintendent**

Housecraft, LLC, College Park, Maryland.

*June 2014 – May 2015*

76 Kalorama Circle, Washington, D.C.; 3.2 million dollar renovation and addition which included a substantial amount of concrete work. The owners of the home terminated the contract with Housecraft in May of 2015, but requested that I help to complete the renovations. I remained on the job until January of 2016.

**Superintendent**

F.D. Neal Construction, Woodstock, Virginia

*June 2012 – May 2013*

Foundation repairs, soil retention, new construction utilizing A.B. Chance Helical piers

**Superintendent**

Southland Concrete, Dulles, Virginia

*June 2004 – March 2012*

Concrete construction subcontractor, superintendent on the following:

Tyson's II, ten floor, steel frame office building.

Steeplechase, four tilt-ups- office/warehouses. Tucon Construction.

Lafayette, two tilt-ups-office/warehouses. Utica Contracting.

Avalon, three tilt-ups – office/warehouses. Tucon Construction.

DEA Data Center, tilt-ups. Hitt Contracting.

US Pharmacopeia, concrete frame multi-story parking garage and office. DPR.

Northwoods, six tilt-ups, office/warehouses.

## RESUME OF SCOTT T. BARNES CONTINUED

Wisconsin Place, concrete frame 15 story apartment and below grade parking. I was one of three Southland Concrete superintendents on this job. Turner Construction.

Woodgrove High school, steel frame and masonry. Davis Construction.

Nap of the Cap, two precast buildings on CIP walls and two story steel frame office. Hitt Contracting.

Vida Fitness, concrete frame three story. Forrester.

United Therapeutics, concrete frame, seven floors. I completed the last four months of this job. DPR.

Inova Fairfax Hospital, concrete frame, 11 floors. I completed the last five months of this job. Turner Construction.

### **Superintendent**

Federal Concrete, Centerville, Virginia

*August 2003 - June 2004*

Residential stamped concrete.

### **Superintendent**

Southland Concrete, Dulles, Virginia

*October 2002 - August 2003*

Five tilt-ups.

### **Superintendent**

Cleveland Cement, Richmond, Virginia

*May 2001 - September 2002*

Richmond Convention Center, steel frame, concrete frame, column up to 76' tall, walls, SOG. Turner Construction.

### **Superintendent**

Southland Concrete, Dulles, Virginia.

*January 2000 - May 2001*

Steel frame and tilt-ups.

### **Self Employed Concrete Subcontractor**

S. T. Barnes, Inc., Jarvisburg, North Carolina.

*1992 - January 2000*

Commercial concrete construction with sales of 2 million per year. Owned a 28-meter concrete pump, thirty employees. Cell tower mat foundations, two museums, schools, foundation for the Cape Hatteras Lighthouse.

### **Manager, Concrete Division**

Outer Banks Contractors, Kitty Hawk, North Carolina.

*1983 - 1992*

Commercial concrete, twenty employees, manager of two small ready mix plants, forming and finishing crew, curb and gutter crew.

## RESUME OF SCOTT T. BARNES CONTINUED

### **Superintendent**

Housecraft, LLC, College Park, Maryland.

*June 2014 – May 2015*

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Avalon, three tilt-ups – office/warehouses. Tucon Construction.

DEA Data Center, tilt-ups. Hitt Contracting.

US Pharmacopeia, concrete frame multi-story parking garage and office. DPR.

Northwoods, six tilt-ups, office/warehouses.

Wisconsin Place, concrete frame 15 story apartment and below grade parking. I was one of three Southland Concrete superintendents on this job. Turner Construction.

Woodgrove High school, steel frame and masonry. Davis Construction.

Nap of the Cap, two precast buildings on CIP walls and two story steel frame office. Hitt Contracting.

Vida Fitness, concrete frame three story. Forrester.

United Therapeutics, concrete frame, seven floors. I completed the last four months of this job. DPR.

Inova Fairfax Hospital, concrete frame, 11 floors. I completed the last five months of this job. Turner Construction.

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*May 2001 – September 2002*

## **RESUME OF SCOTT T. BARNES CONTINUED**

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Turner Construction.

### **Superintendent**

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### **Manager, Concrete Division**

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*1983 - 1992*

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 AVERY



State of West Virginia  
Expression of Interest  
Architect/Engr

Procurement Folder : 393240

Document Description : A/E Services for Modifications/Repairs of Six (6) Dams

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No		Version	Phase
2017-11-10	2017-12-13 13:30:00	AEOI	0310 DNR1800000005	1	

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone Civil Tech Engineering Inc. 300A Prestige Drive Hurricane, West Virginia 25526

FOR INFORMATION CONTACT THE BUYER

Angela W Negley  
(304) 558-3397  
angela.w.negley@wv.gov

Signature X

FEIN #

55-0757-403

DATE December 13, 2017

All offers subject to all terms and conditions contained in this solicitation  
Date Printed : Nov 08, 2017 Solicitation Number : DNR1800000005

Page : 1

FORM ID : WV-PRC-AEOI-001

**ADDITIONAL INFORMATION:**

Expression of Interest  
 A&E Services for Modifications/Repairs of Six (6) Dams

The West Virginia Division of Natural Resources (WVDNR) is soliciting AEOI responses from qualified firms to provide architectural / engineering services contract for modifications/repairs to Upper Deckers Creek Dams #3 and #7, Fairfax Pond Dam, Rollins Lake Dams #1 and #2, and Turkey Run Dam, per the attached bid requirements, specifications and terms & conditions.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue
1	Civil engineering		

Commodity Code	Manufacturer	Model #	Specification
81101500			

**Extended Description**  
 A/E design services and contract administration for modification and repairs to six dams.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Question Deadline 9am	2017-11-29



<b>DNR1800000005</b>	<b>Document Phase</b>	<b>Document Description</b> A/E Services for Modifications/Repairs of Six (6) Dams	<b>Page 3 of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

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WV Division of Natural Resources  
Wildlife Resources Section  
Dam Modifications and Repairs**

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- 7. Certification and Signature Page**

**SECTION ONE: GENERAL INFORMATION**

- 1. PURPOSE:** The Division of Natural Resources is soliciting Expressions of Interest (“EOI”), 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 design and specify modifications or repairs to Upper Decker’s Creek #3 and #7 Dams, Fairfax Pond Dam, Rollins Lake Dam, and Turkey Run Dam and other related work necessary to bring them into compliance with Dam Safety Regulations or to remove them from jurisdiction. (“Project”).
- 3. SCHEDULE OF EVENTS:**

Release of the EOI	November 10, 2017
Firm’s Written Questions Submission Deadline	November 29, 2017, at 1:30pm
Addendum Issued	TBD
Expressions of Interest Opening Date	December 13, 2017, at 1:30pm
Estimated Date for Interviews	TBD

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**SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

Instructions begin on the next page.

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**  
**West Virginia Division of Natural Resources**  
**Agency Formal Procurements**

**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 a Vendor's bid.

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

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

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

A **NON-MANDATORY** pre-bid meeting will be held at the following place and time:

A **MANDATORY** pre-bid meeting will be held at the following place and time:

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

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

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

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

Questions submitted at least five (5) business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline: November 29, 2017 at 9 am

Submit Questions to:  
West Virginia Division of Natural Resources  
Property and Procurement Office Attention: Angela Negley  
South Charleston, WV 25303  
Fax: (304) 558-2165  
Email: [angela.w.negley@wv.gov](mailto:angela.w.negley@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 Property and Procurement Office is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. The Property and Procurement Office 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:

West Virginia Division of Natural Resources  
Property and Procurement Office  
**BID RESPONSE**  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303

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 West Virginia Division of Natural Resources.:

SEALED BID:

BUYER:

SOLICITATION NUMBER:

SOLICITATION CLOSING DATE:

SOLICITATION CLOSING TIME:

FAX NUMBER:

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

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Property and Procurement Office at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to ARFP)

Technical

Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Property and Procurement Office time clock (in the case of hand delivery).

Bid Opening Date and Time: December 13, 2017 at 1:30 pm

Bid Opening Location:  
West Virginia Division of Natural Resources  
Property and Procurement Office  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303

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

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

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

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

**12. COMMUNICATION LIMITATIONS:** In accordance with Division of Natural Resources Series IV Purchasing Guidelines and Procedures §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 Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office 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 any applicable fees.

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

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

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority owned business under W. Va. Code R. § 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. Code R. § 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. Code R. § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office 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 Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer 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 Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1.f. and §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 W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

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

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office 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 W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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

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**SECTION THREE: PROJECT SPECIFICATIONS**

1. **Location:** Agency is located at 324 4<sup>th</sup> Avenue, South Charleston, WV and the Project will be completed at the following locations:
  - 1.1. Upper Deckers Creek No. 3 Dam, ID #07708, near Reedsville, Preston County
  - 1.2. Upper Deckers Creek No. 7 Dam, ID #07712, near Reedsville, Preston County
  - 1.3. Fairfax Pond Dam, ID #07722, near Arthurdale, Preston County
  - 1.4. Rollins Lake Dam # 1, ID#03513, near Evans, Jackson County
  - 1.5. Rollins Lake Dam #2, ID#03514, near Evans, Jackson County
  - 1.6. Turkey Run Dam, ID#03519, near Ravenswood, Jackson County
  
2. **Background:** The DNR, Wildlife Resources Section is seeking the services of an engineering firm plan the necessary modifications and or repairs to the Dams to bring them into compliance with Dam Safety Requirements.
  
3. **Qualifications and Experience:** Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references: copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.

3.1 In addition to the above, the Vendor should provide information regarding the following:

- a. The successful firm or team should demonstrate a clear procedure for communication with the owner during all phases of the project.
- b. The successful firm or team should demonstrate a history of projects that met the owner's budget and a clear plan to ensure this project can be constructed within the project budget. This plan should be described in detail.
- c. The successful firm or team should demonstrate a history of projects that have been constructed in the time allotted in the contract documents and a clear plan to ensure this project will be constructed within the agreed construction period. This plan should be described in detail.

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d. The successful firm or team should demonstrate competent and acceptable experience in all expected professional disciplines necessary for the design and completion of the project.

**4. Project and Goals:** The project goals and objectives are:

- 4.1. Goal/Objective 1: Review existing plans and conditions as well as the operation of the facility and evaluate while communicating effectively with the owner to determine a plan that can be implemented in a manner that will minimize disruption to concurrent operation of the facility and meet all objectives.
- 4.2. Goal/Objective 2: As a portion of this process outlined in Objective 1, provide all necessary services to design the facilities described in this EOI in a manner that is consistent with The Division of Natural Resources needs, objectives, current law, and current code; while following the plan to design and execute the project within the project budget.
- 4.3. Goal/Objective 3: Provide Construction Contract Administration Services with competent professionals that ensures the project is constructed and functions as designed.

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

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

The Vendor must be prepared to discuss and clarify required items submitted with the EOI as indicated in Section 2.

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

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assignment.

- 3.3.3. rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm.
- 3.3.4. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm.
- 3.3.5. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.

3.4. **Vendor Ranking:** All evaluation criteria is defined in the Procurement Specifications section and based on a 100 point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

- Qualifications and experience 40 Points Possible
- Approach and methodology for meeting Goals and Objectives 40 Points Possible
- Oral Interview 20 Points Possible

**Total** 100 Points

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**SECTION FIVE: TERMS AND CONDITIONS**

Terms and conditions begin on the next page.

**GENERAL TERMS AND CONDITIONS:  
West Virginia Division of Natural Resources  
Agency Formal Procurements**

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

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

**2.1. "Agency"** means the West Virginia Division of Natural Resources.

**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. "Chief Procurement Officer"** means the Chief Procurement Officer of the Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.

**2.5. "Property and Procurement Office"** means the section within the Division headed by the Chief Procurement Officer and its personnel.

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

**2.7. "Award Document"** means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.8. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.

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

**2.10. "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.

**2.11. "Will", "Shall" and "Must"** identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

**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 \_\_\_\_\_  
Notice to Proceed \_\_\_\_\_ and extends for a period of \_\_\_\_\_ One \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_  
Three \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_<sup>36</sup> \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one (1) year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

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

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

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one (1) year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.



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

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

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

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

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

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

**6. EMERGENCY PURCHASES:** Chief Procurement Officer 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 Chief Procurement Officer, 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 Property and Procurement Office by the Vendor as specified below.

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

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_ . The performance bond must be received by the Property and Procurement Office prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

**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 Property and Procurement Office prior to Contract award.

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

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

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

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\$1,000,000

**Automobile Liability Insurance** in at least an amount of: \$500,000

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

\$1,000,000

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

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

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

Insurance in accordance with State Supplemental Conditions to AIA B101-2007

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

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

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_ for \_\_\_\_\_. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

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

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

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

**15. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Chief Procurement Officer 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 Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.

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

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**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 Property and Procurement Office 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 Property and Procurement Office 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 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 Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Property and Procurement Office approval may or may not be required on certain agency delegated or exempt purchases.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. 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 Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office 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 W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.l.d.1., Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the

performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

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



**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned, Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members, and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**41. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency 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

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: \_\_\_\_\_  
Contractor's License No.: WV-\_\_\_\_\_

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the Property and Procurement Office. For contracts of \$25,000 or less, the public authority shall be the agency section issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of W. Va. Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. 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.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21- 1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market. to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm, or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

**7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

- The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Property and Procurement Office within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Property and Procurement Office's request for the subcontractor list.

- a. Required Information. The subcontractor list must contain the following information:
  - i. Bidder's name
  - ii. Name of each subcontractor performing more than \$25,000 of work on the project.
  - iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
  - iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)
- b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

**c. Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

**i.** The subcontractor listed in the original bid has filed for bankruptcy;

**ii.** The subcontractor in the original bid has been debarred or suspended; or

**iii.** The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.





**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 Property and Procurement Office buyer by the Agency section. The Property and Procurement Office buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Property and Procurement Office 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 W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.
  
- 4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.
  
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. 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 July1, 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.

Mark E Pennington, President  
(Name, Title)

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

Civil Tech Engineering Inc., 300A Prestige Drive, Hurricane, WV 25526  
(Address)

(304-757-8094)/(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.

Civil Tech Engineering Inc.  
(Company)

Mark E Pennington, President  
(Authorized Signature) (Representative Name, Title)

Mark E. Pennington President  
(Printed Name and Title of Authorized Representative)

December 13, 2017  
(Date)

(304-757-8094)(304-757-8095)  
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

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

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

Civil Tech Engineering Inc

Company

Authorized Signature

December 13, 2017

Date

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

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §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: 12/6/17

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 6th day of December, 2017

My Commission expires 11/9, 2021

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 07/07/2017)

AFFIX SEAL HERE



OFFICIAL SEAL  
STATE OF WEST VIRGINIA  
NOTARY PUBLIC  
J P Owens  
City National Bank  
100 Poplar Fork Road  
Scott Depot, WV 25560  
My Commission Expires Nov. 9, 2021

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Civil Tech Engineering Inc. Address: 300A Prestige Drive

Hurricane, WV 25526

Authorized Agent: Mark E. Pennington Address: Same

Contract Number: DNR1800000005 Contract Description: Dam Modification

Governmental agency awarding contract: WVDNR

Check here if this is a Supplemental Disclosure

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

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

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

Triad Engineering Inc.  
Underwater Services Inc.

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

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

Mark E. Pennington 100%

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

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

Mark E. Pennington

Signature: [Handwritten Signature]

Date Signed: 12/16/17

**Notary Verification**

State of West Virginia, County of Potomac

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

Taken and subscribed to before me this 16th day of December, 2017



[Handwritten Signature]  
Notary Public's Signature

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







State of West Virginia  
Expression of Interest  
Architect/Engr

Procurement Folder : 393240

Document Description : Addendum No.1 A/E Services-Modifications/Repairs of Six Dams

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2017-11-10	2017-12-13 13:30:00	AEOI 0310 DNR1800000005	2	

**SUBMIT RESPONSES TO:**

BID RESPONSE  
DIVISION OF NATURAL RESOURCES  
PROPERTY & PROCUREMENT OFFICE  
324 4TH AVE  
SOUTH CHARLESTON  
US

WV 25303-1228

**VENDOR**

Vendor Name, Address and Telephone  
Civil Tech Engineering Inc.  
300A Prestige Drive  
Hurricane, WV 25526

**FOR INFORMATION CONTACT THE BUYER**

Angela W Negley  
(304) 568-3397  
angela.w.negley@wv.gov

Signature X 

FEIN #

550757403

DATE 12/13/17

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

Date Printed : Dec 04, 2017 Solicitation Number : DNR1800000005

Page : 1

FORM ID : WV-PRC-AEOI-001

**ADDITIONAL INFORMATION:**

Addendum No.01 is issued to publish and distribute the attached information to the Vendor Community.

\*\*\*\*\*

Expression of Interest  
A&E Services for Modifications/Repairs of Six(6) Dams

The West Virginia Division of Natural Resources (WVDNR) is soliciting AEOI responses from qualified firms to provide architectural / engineering services contract for modifications/repairs to Upper Deckers Creek Dams #3 and #7, Fairfax Pond Dam, Rollins Lake Dam s #1 and #2, and Turkey Run Dam, per the attached bid requirements, specifications and terms & conditions.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS  No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue
1	Civil engineering		

Commodity Code	Manufacturer	Model #	Specification
81101500			

**Extended Description**  
A/E design services and contract administration for modification and repairs to six dams.

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Technical Question Deadline 9am	2017-11-29

<b>DNR1800000005</b>	<b>Document Phase</b>	<b>Document Description</b> Addendum No.1 A/E Services-Modifications/Repairs of Six Dams	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: AEOI DNR1800000005  
Addendum Number: No. 01

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To respond to vendor's technical questions.

NO OTHER CHANGES.

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

**Terms and Conditions:**

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

# Attachment A

**WVDNR Wildlife Resources Section  
Dam Modifications and Repairs  
AEOI 0310 DNR 18\*05**

The following Technical Questions were received for the above referenced project. Agency answers follow each question.

- Can the agency provide locations for the 6 dams?  
*Rollins Lake Dams #1 and #2 are adjacent to each other and are approximately located at 38 deg 49 min 33.15 sec, 81 deg 45 min 39.42 sec.  
Turkey Run Dam is located at 38 deg 57 min 59.73 sec, 81 deg 46 min 24.55 sec  
Fairfax Pond Dam is located at 39 deg 29 min 38.12 sec, 79 deg 47 min 49.65 sec  
Upper Deckers Creek No. 3 is located at 39 deg 31 min 35.21 sec, 79 deg 48 min 19.03 sec  
Upper Deckers Creek No. 7 is located at 39 deg 31 min 21.39 sec, 79 deg 48 min 5.26 sec*
- Can the agency identify which dams will be repaired and which will be removed from jurisdiction?  
*Then nature and scope of the repairs necessary for each dam will be developed with the firm that is awarded this contract.*
- Will any of the dams require decommissioning to remove them from jurisdiction?  
*Then nature and scope of the repairs necessary for each dam will be developed with the firm that is awarded this contract.*
- Can the agency be more specific about the nature of the repairs needed for each dam?  
*Then nature and scope of the repairs necessary for each dam will be developed with the firm that is awarded this contract.*
- Are there any preliminary studies, investigations or recommendations available for any of the sites?  
No.
- Is there geotechnical data available?  
*The Chosen firm will be provided all available information and will be responsible to develop any other necessary data.*
- Is updated, viable survey and bathymetric data available?  
*The Chosen firm will be provided all available information and will be responsible to develop any other necessary data.*
- Is there updated hydrologic and hydraulic data?  
*It is anticipated that the firm chosen to perform these services will provide any necessary hydrologic or hydraulic analysis.*
- Are there any recognized environmental impacts at any of the sites?  
*None are anticipated but if necessary, an environmental assessment may be required to be performed by the firm chosen to perform this contract.*
- What is the project budget? Is it broken down by site?  
*The budget for the construction will be developed with the vendor/firm chosen to perform the contract.*

- In the RFQ, Section 3.3. Qualifications and Experience, states "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;..." Does this mean copies of diplomas and professional licenses or is this for specialized certifications?  
*Copies of diplomas or certifications are not necessary.*
- Are there any WBE/MBE Small Business requirements?  
*No.*
- Are construction and/or as-built plans available for all of the dams to be studied? If not, which dams do not have plans available?  
*All available plans will be shared with the vendor chosen to perform this contract.*
- Are there any further description of repairs required?  
*Then nature and scope of the repairs necessary for each dam will be developed with the firm that is awarded this contract.*
- Are there any inspection reports?  
*Current inspection reports are attached to this addendum.*

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: AEOI DNR1800000005

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
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I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Civil Tech Engineering Inc.

Company

Authorized Signature

December 13, 2017

Date

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