

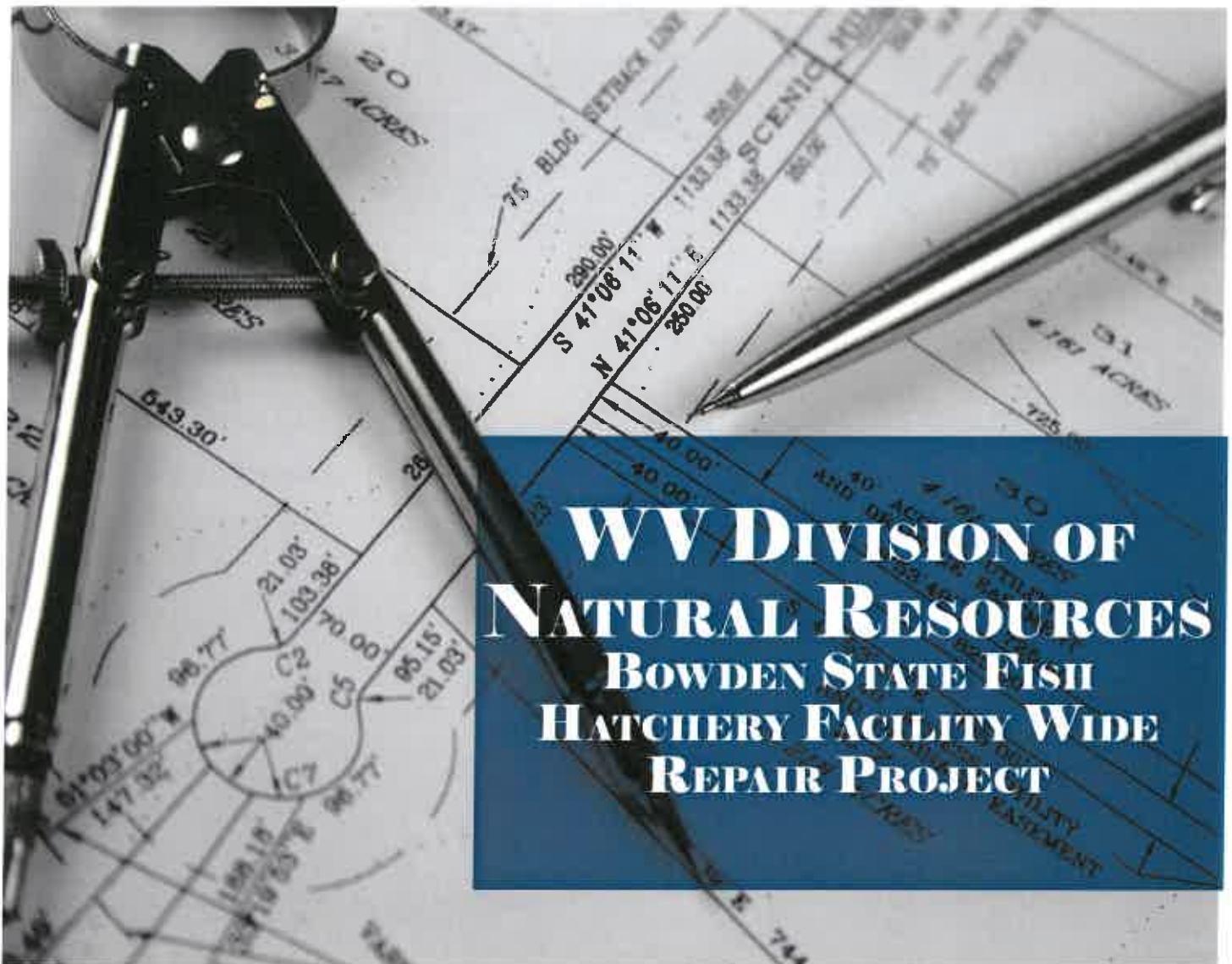


E.L. ROBINSON
ENGINEERING



STATEMENT OF QUALIFICATIONS

DECEMBER 13, 2017



**WV DIVISION OF
NATURAL RESOURCES
BOWDEN STATE FISH
HATCHERY FACILITY WIDE
REPAIR PROJECT**

ESTABLISHED EXPERIENCE. PROVEN PERFORMANCE.

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elrobinsonengineering.com



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December 13, 2017

Ms. Angela W. Negley
Property and Procurement Services
324 4th Avenue
South Charleston, WV 25303

Dear Ms. Negley,

E.L. Robinson Engineering (ELR) is pleased to have the opportunity to submit our Statement of Qualifications to provide the WV Division of Natural Resources (WVDNR) with planning and design services for the Bowden State Fish Hatchery Facility Wide Repair Project.

ELR is a premier engineering firm that has provided consulting services in West Virginia for nearly 40 years. ELR's team is poised and equipped for this challenge with our vast civil engineering experience including, but not limited to water, wastewater, and structural design. You will see that teamwork is the spirit and foundation of our organization. ELR acknowledges the importance of a quick turn-around and excellent quality service, which our administrative procedures, overall organization and depth of experience provides.

E.T. Boggess Architect, Inc. possess vast experience with both private and public clients including many state agencies such as the WV Division of Natural Resources, WV Division of Highways and the WV National Guard. Their resume includes structures such as conference centers, maintenance buildings, equipment shops, and tourists centers. Their history of providing similar services to state agencies will serve as an invaluable resource.

We want to emphasize that this project is very important to E.L. Robinson Engineering as it serves as an opportunity for ELR to continue our successful relationship with the WVDNR. We look forward to personally discussing our qualifications to complete this project for you on-time, within budget, and exceeding the standards of any firm you may have worked with previously.

Should you have any questions regarding this qualification statement, please do not hesitate to contact me.

Sincerely,

E.L. Robinson Engineering



Eric Coberly, P.E.
Project Manager

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E.L. Robinson is a multi-disciplined engineering and planning firm with a staff of over 135 full-time professionals and support personnel located in nine offices throughout West Virginia (Charleston, Beckley, Bridgeport, and Chapmanville), Kentucky, and Ohio. Over the past four decades, E.L. Robinson has grown to be one of the most respected firms in the region, offering a diverse scope of services. E.L. Robinson provides a full range of quality engineering services, from planning and analysis to design and implementation.

Named for its founder and president, Edward L. Robinson, P.E., P.S., the firm has based its success on a commitment to quality projects and superior client service. Finding new and creative ways to say yes to challenges has brought the firm's vision of excellence into reality. Along with this "yes, we can do it" attitude, the firm has grown to understand the ingredients of a professional service firm include not only brick and mortar, but also leading edge technology and a talented, motivated staff that is continually growing and advancing their skills.

The use of technology has allowed the firm to expand engineering capabilities and make use of new resources such as satellite imagery and digital mapping. In addition to the use of technology, E.L. Robinson also continues to strive to invent new and more effective ways to serve our clients. One of these ways is to provide a thorough pre-analysis of every project, saving the client time, money, and legal exposure. When the client is educated on every phase of the job and every challenge, the reputation of the firm grows stronger and attracts business from a larger marketplace.

Since its inception, E.L. Robinson has been providing its clients with quality products and superior service. Our staff combines state-of-the-art technology, experienced professionals, and innovative methods to help our clients meet their challenges.

- Infrastructure
- Transportation
- Bridge Design
- Structural Engineering
- Geotechnical Engineering
- Environmental Engineering
- Site Development
- Right-of-Way Services
- Construction Administration/Observation
- Surveying/Global Positioning
- Landscape Architecture
- Mobile Scanning



E.L. Robinson has over 135 staff members including 74 degreed engineers, 56 of which are registered professional engineers; 15 construction inspectors and a support team of administrative and technical personnel. Our firm's office in Charleston will provide the identified scope of services. This team of professional engineers, funding specialists, surveyors and construction inspectors has been specifically assembled for this project because of their experience relating to your project and others like it.

ELR has an exceptional background and proven success in the fields required to complete this project including:

Water System Planning, Funding and Design: Our services include water service master plans, water treatment plant planning and design, pump station design, water tank design, waterline extension, water distribution modeling, water facilities security, leak investigations, permitting and capital investments funding.

Wastewater Treatment and Collection: Our services include wastewater treatment plant planning, sewage pump station design, sanitary sewer line extensions, collection systems capacity analysis, wastewater collection system modeling, combined sewer overflow planning, wastewater facilities security, infiltration and inflow investigations, permitting, and capital improvements funding.

Structural and Facility Design: Our areas of expertise include community and public facilities, business parks, recreational areas, residential neighborhoods, urban planning and streetscape design, planned unit and community development, park and recreation design, , and campus planning.

The following is a list of sample projects that showcase our depth and capabilities in professional engineering and design. A more detailed description of these sample projects can be found later in this statement of qualifications.

Water:

- Greenbrier State Forest Water System Repairs
- North Bend State Park Campground Upgrades
- Forks of Coal State Natural Area/Claudia L. Workman Wildlife Education Center
- Beech Fork State Park Campground Utilities Upgrade
- Pipestem State Park Campground Utilities Upgrade
- Scott/Findley Road Waterline Extension
- Town of Rupert Backwash Water Disposal Facility
- WV 82 Anthony Creek Water Project
- Drews Creek Water Project

Wastewater

- Watoga State Park Wastewater Treatment Plant Replacement Project
- Bergoo Wastewater Collection and Treatment System
- Frank Bartow Sewer Line Extension Project



Structural and Facility Design

- Chief Logan State Park Recreational Facility
- Aldersgate United Methodist Church Recreation Facility
- Mingo County Memorial Building Handicap Accessibility
- Williamson Coal House
- Logan County Courthouse ADA Upgrades



Mr. Eric Coberly, P.E., will serve as Project Manager. Mr. Coberly has over 30 years of experience in the field of engineering. He has managed an array of projects with ELR including site development, infrastructure planning, water, sewer, geotechnical analysis, abandoned mine reclamation projects, building construction, active surface mining projects, insurance investigations, and various post mining land use projects.

Additionally, he served as the Chief for the West Virginia Department of Environmental Protection Abandoned Mine Lands Division for more than 4 years. He has spent his career bettering the State of West Virginia in both the private and public sectors.

Mr. Ed Robinson, P.E., P.S., will serve as Quality Control and Quality Assurance representative for the project team. Mr. Robinson has over 40 years experience in the engineering and construction field, where he has been a member of many associations and boards within the design field.

Mr. Randall Lewis will serve as Assistant Project Manager. Mr. Lewis has over 30 years experience in the development of infrastructure in the State of West Virginia. Mr. Lewis has immeasurable knowledge of state and federal funding programs and interacts with various funding agencies on a regular basis.

Mr. Tim Cart, P.E., will serve as Structural Engineer. Mr. Cart has over 35 years of experience in providing consulting engineering services including structural and roadway projects. He has served as project engineer and project manager on numerous geotechnical investigations including highways, bridges, industrial sites, buildings and various developments.

Mr. Jack Ramsey, P.E., will serve as Project Engineer. Mr. Ramsey has more than 20 years of experience in the planning, design and construction management of water and wastewater systems, including preliminary engineering reports, feasibility studies, line layout, hydraulic design, lift and booster station design, water storage tank design, water and wastewater treatment plant design and rehabilitations, preparation of construction documents and specifications, preparation of permit applications and coordination with regulatory and funding agencies.

Mr. Mark McGettigan, P.E., will serve as Project Engineer. Mr. McGettigan has more than 17 years of experience in the planning, design and construction management of infrastructure systems. He has extensive experience in project planning and funding coordination specifically in water and wastewater design.

Mr. Brandon Conley, P.E., will serve as Project Engineer. He has more than 5 years of experience as an infrastructure engineer. He is proficient in a multitude of areas such as project planning, design, modeling, bidding and construction monitoring.

Mr. Todd Garnes, will serve as a Project Designer. He has more than 15 years of experience as a civil draftsman and designer. He is proficient in numerous drafting and mapping software platforms. His proficiency spans multiple areas such as Civil 3D, GIS, construction inspection, waterline planning and design, sanitary sewer planning and design, site development, cathodic protection planning, county-wide planning, infrastructure cataloging, and document preparation.

Mr. Shawn Fore, will serve as a Project Designer. He has over 15 years of experience as a CAD Designer in numerous areas of civil engineering. His representative experience includes civil site development, water and



STAFFING/CAPACITY



wastewater line treatment plants, abandoned mine lands reclamation, highway design, bridge inspection, utility location and mapping, hydrographic surveying, land surveying, environmental, wind energy and water sampling.

Mr. Ronald Williams and Mr. Jeff Casto will be assigned to oversee construction inspection activities. ELR maintains a permanent and highly qualified construction inspection staff with outstanding experience and knowledge to very capably oversee the construction of your project.

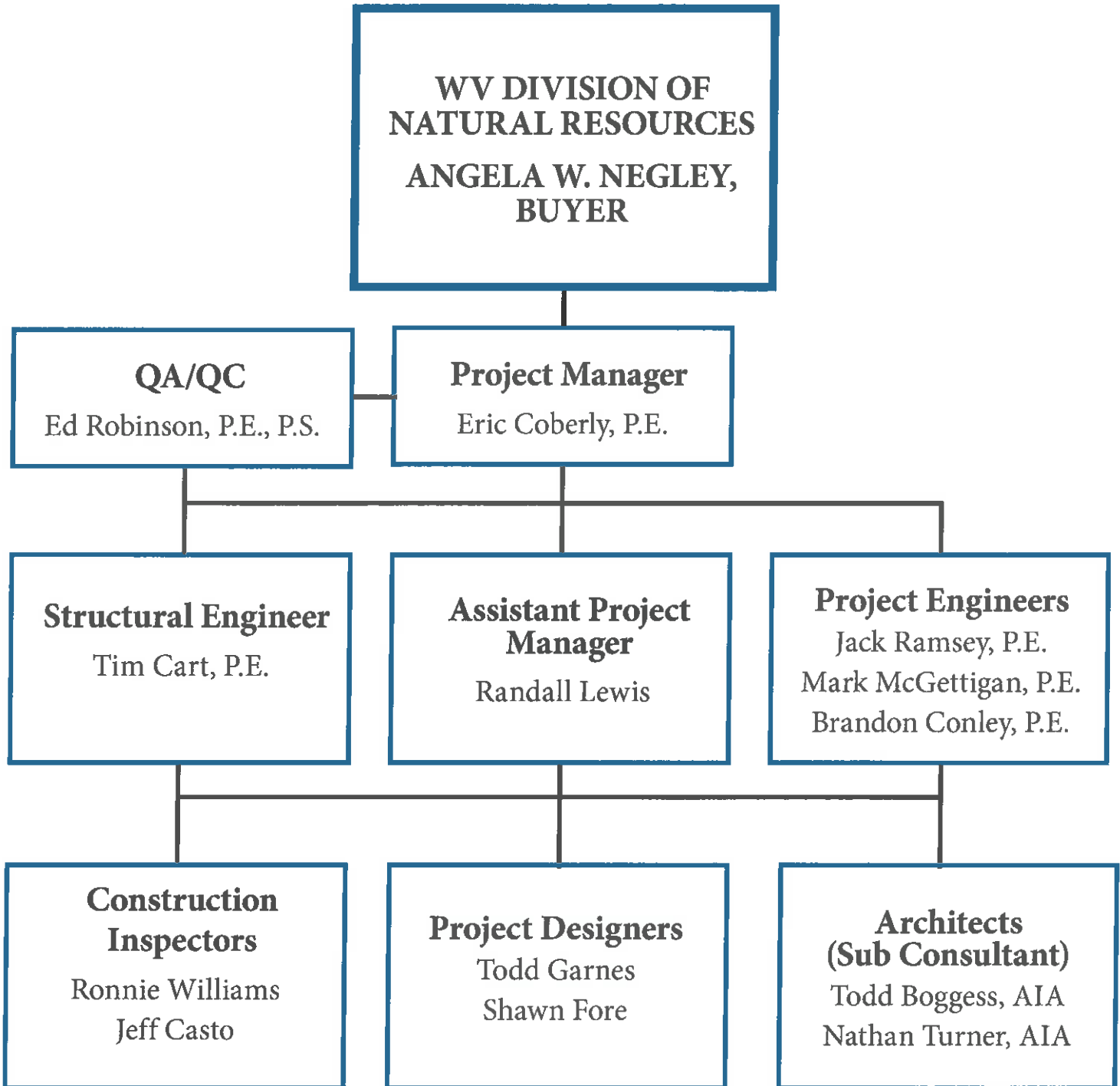


PROJECT APPROACH



- Meet with DNR staff on site to discuss anticipated rehabilitation and/or repairs t the Bowden facility. THis includes all water supply, treatment, facilities and infrastructure.
- Develop design concepts and associated cost estimates for DNR review and approval. Concepts must include plan for minimal interference with operations.
- Provide preliminary design for DNR review.
- Provide final design and bid documents.
- Prepare and obtain necessary permits.
- Assist in bidding process.





Education

M.S. Engineering of Mines, West Virginia University, 1990

B.S. Engineering of Mines, West Virginia University, 1983

Registrations

Registered Professional Engineer in West Virginia, Ohio, and Maryland

Professional Experience

Mr. Coberly has more than 30 years of experience as an infrastructure and mining engineer. He has extensive experience in project planning, funding coordination and design. Mr. Coberly has managed projects with ELR which have involved site development, infrastructure planning, water, sewer, geotechnical analysis, abandoned mine reclamation projects, building construction, active surface mining projects, insurance investigations, providing expert witness services and various post mining land use projects.

Additionally, Mr. Coberly served as the Chief for the West Virginia Department of Environmental Protection Abandoned Mine Lands Division for more than 4 years. In this position he was responsible for managing and directing all operations. He has spent his career working to better the State of West Virginia in both the private and public sectors.

Representative Projects

The following is a sample list of recent projects on which Mr. Coberly has served as Project Manager

- City of Bluefield Commercialization Center - \$2.55 Million
- Greenfield Cabinetry Building Expansion - \$3.64 Million
- Scott Findley Road Waterline Extension Project - \$1.2 Million
- Exchange Road Phase I Waterline Extension - \$3.1 Million
- Putnam Business Park Utility Extension Phase II - \$1 Million
- Kenova Downtown Water System Upgrade - \$1.9 Million
- Kenova Prichard Waterline Replacement and Upgrade Project - \$4.7 Million
- Route 18 South-Snowbird Road Waterline Extension Project - \$969,000
- Big Flint Waterline Extension Project - \$7.8 Million
- Poca Belt Press - \$1.6 Million



ERIC COBERLY, P.E.
(CONTINUED)



- Blue Knob Waterline Extension Project - \$2.3 Million
- Town of Burnsville Sewer Study - \$2.7 Million
- Bergoo Wastewater Collection and Treatment System Project - \$2.7 Million
- Cow Creek Waterline Extension Project - \$815,000
- WVDEP OSR Viking Preston Mining Project - \$2.3 Million
- Over 100 West Virginia Department of Environmental Protection Abandoned Mine Lands reclamation projects



Education

M.S. Civil Engineering, University of West Virginia College of Graduate Studies, 1981

B.S. Civil Engineering, West Virginia Institute of Technology, 1969

Registrations

Registered Professional Engineer in West Virginia, Kentucky, Ohio, Florida, Virginia, and North Carolina

Registered Professional Surveyor in West Virginia

Professional Experience

Mr. Robinson founded E. L. Robinson Engineering in 1978 with four employees. Initially the firm provided land surveying and land development services. Over the course of the next 20 years, the firm added water and wastewater engineering as well as structural inspection services simultaneously growing to 14 employees.

Under his leadership, E. L. Robinson enters the new millennium as a multi-disciplined professional services firm that utilizes the latest technology in the design of added infrastructure, highways, bridges, structures, environmental, civil, and geotechnical projects as well as global position satellite surveying, right-of-way, construction inspection and architectural services.

The firm now employs more than 135 engineers, architects, surveyors and support personnel and has been converted to an employee owned company through an Employee Stock Ownership Plan (ESOP).

Professional Memberships

National Society of Professional Engineers

American Society of Civil Engineers

Water Environmental Federation

Offices Held

Chairman of WVUIT Advisory Board

President of West Virginia Council of Consulting Engineers

Chairman Transportation Committee - WV Association of Consulting Engineers

State Director of West Virginia Society of Professional Engineers

President of West Virginia Society of Professional Engineers



EDWARD L. ROBINSON, P.E., P.S.
(CONTINUED)



Assistant Treasurer of the American Society of Civil Engineers
National Director of the ASCE representing WV, NC, SC and VA
President of West Virginia Section of ASCE

Honors Awarded

Alumnus of the Year – West Virginia University Institute of Technology, 1992
Engineer of the Year – West Virginia Society of Professional Engineers, 1997
Engineer of the Year – American Society of Civil Engineers, 1998
National Entrepreneur of the Year Finalist – Ernst & Young, 2001
Engineering Entrepreneur of the Year – Ernst & Young, 2001
Honorary PhD, Doctor of Science – West Virginia Institute of Technology 2002



RANDALL LEWIS
ASSISTANT PROJECT MANAGER



Education

B.S. Business Administration, Marshall University, 1985
University of Kentucky Basic Economic Development Institute
University of Oklahoma – Graduate Economic Development Institute

Professionals Memberships

American Planning Association
Board of Directors for State Planning Association (past)

Professional Experience

E. L. Robinson Engineering: Vice-President-Responsible for marketing of services to clients. Services include the development of infrastructure, transportation design, community planning and development.

West Virginia Rural Water Association: Executive Director of the West Virginia Rural Water Association. Under his leadership at WVRWA, membership and budget growth skyrocketed to an all-time high. In the capacity of director of this association, legislative actions were influenced which positively affected the utility industry in West Virginia.

Region II Planning and Development Council: Deputy Director-While serving in this capacity, a diversity of experience was gained in dealing with the management of loan and grant programs. He gained a broad knowledge base through the development and management of infrastructure and economic development projects within cities, counties, and economic development authorities.

His expertise is planning and assisting governmental agencies to facilitate the development of infrastructure, while linking it to economic development.

He has a vast knowledge of regulations concerning the Economic Grant Committee; Small Cities Block Grant Program; West Virginia Infrastructure and Jobs Development Council Program; Rural Economic and Community Development Program; U.S. Department of Commerce-Economic Development Administration; West Virginia Division of Environmental Protection Programs; Appalachian Regional Commission Programs and Army Corps of Engineers Programs.

Mr. Lewis has devoted his career to serve the citizens of West Virginia in the development of infrastructure and promotion of economic development. With over 30 years of experience, Mr. Lewis has immeasurable knowledge of state and federal funding programs and interacts with funding agencies, water and wastewater system personnel, and elected officials on a regular basis. He has extensive experience communicating and networking with funding agencies, elected officials, and a myriad of private citizens.



His broad experience helps take projects that may otherwise be financially infeasible and develop practical and cost-effective solutions that allow them to be funded and constructed in a reasonable amount of time – satisfying the needs of our clients quickly. By partnering with different funding agencies, E.L. Robinson can develop projects in a manner that is consistent with available funding as opposed to developing a project that may never meet the requirements for state and/or federal funding assistance.

Mr. Lewis served as the first chairman of Wayne County Infrastructure and Planning Team for new highway construction. He has served on the Abandoned Mine Lands Water Resource Committee; WV Infrastructure and Jobs Development Council Consolidation Committee (Advisory Member); Miss Utility Board of Directors; West Virginia Rural Development Council Board of Directors.

Recent Funding Experience

Lavalette PSD Nestlow Phase I & II	Mingo County PSD Lick Creek Waterline Extension
Lavalette PSD Route 37	Mingo County PSD Dingess Phase I
Lavalette PSD Right Fork of Wilson/Newcomb Creek	Mingo County PSD Dingess Phase II
Crum PSD Mill Creek	Mingo County PSD Jennies Creek
Crum PSD Phase I	Mingo County PSD Upper Marrowbone
Crum PSD Route 52 North Water Project	Mingo County PSD Ben Creek Phase I
Town of Gilbert Horsepen Water	Mingo County PSD Ben Creek Phase II
Town of Gilbert Browning Fork	Mingo County Redevelopment Authority King Coal Highway Phase I
Town of Gilbert Horsepen Gilbert Creek	Mingo County Redevelopment Authority King Coal Highway Phase II
Post Mine Land Use Planning: Ten Counties	
West Hamlin Waterline	
West Hamlin Sewer Improvements	

Education

B.S. Civil Engineering, West Virginia University, 1981, Magna Cum Laude

Registrations

Registered Professional Engineer West Virginia (1986) and Ohio (2000)

Registered Professional Surveyor in West Virginia (1995)

Professional Memberships

American Society of Civil Engineers (ASCE)

Professional Experience

Mr. Cart has over 32 years of experience in providing consulting engineering services. Clients served have included Industrial, Public and Private Institutions and State and Federal Agencies.

Mr. Cart has served as Project Engineer on numerous geotechnical investigations over the years. These projects have included highways, bridges, industrial sites and private development.

He has designed numerous waterline extensions and sewer collection systems. These extensions have included providing service to many residential as well as industrial customers. The sewer collection systems have included design of systems to collect sewage from residential and industrial sites. Mr. Cart served as a project engineer on several major waste water treatment plant upgrades for industrial clients in the Kanawha Valley.

Mr. Cart has performed over 100 Abandoned Mine Land Reclamations projects throughout Appalachia. These projects have been mainly in Ohio, West Virginia and Eastern Kentucky. These projects have involved draining flooded mine workings, support of ground experiencing or subject to Mine subsidence and the stabilization of landslides. He has also designed numerous reclamation plans for refuse sites and stream restoration project.

Mr. Cart has designed numerous retention and retaining ponds for sites. These designs have involved the determination of storm runoff and design of structures to safely retain and pass the required storm peak flows.

His experience includes permitting activities for projects which have included:

Railroad Occupancy Permits for Utilities

NPDES Permits for Industrial and Public Wastewater Facilities

Highway Permits for Utility Occupancy and Access Road Tie Ins

Health Department Permits for Water and Sewer Projects



Representative Projects

Mr. Cart has served as senior project engineer for several large industrial parks (20-100 acres) in southern West Virginia. These include several sites for Mingo County Redevelopment Authority and Putnam County Development Authority. He has also designed numerous sites for commercial retail including drug store sites, hotels, restaurants, 911 centers, regional bus garages, public service district maintenance facilities, gas station commercial sites, banks, etc. Such projects include the following:

- Buckwheat Express Bus Garage
- Mason County 911 Center and Garage
- Putnam County 911 Center and Maintenance Garage
- Mingo County 911 Center
- Wetzel County 911 Center
- Mingo County Wood Park Industrial Park
- Upshur County Industrial Park
- Earl Ray Tomblin Industrial Park
- Putnam County Industrial Park
- Walgreens - Cross Lanes, WV
- TGI Fridays - Cross Lanes, WV
- Saturn - Hurricane, WV
- Hurricane Chevrolet - Hurricane, WV
- 7-11 Shell Gas Station - South Charleston, WV
- Hatfield McCoy Trail Head Office - Lincoln County, WV
- Bank of Mingo - Belo, WV



Education

B.S. Civil Engineering Technology, West Virginia Institute of Technology, 1994

Registrations

Registered Professional Engineer in West Virginia, Ohio, Pennsylvania, and Virginia

Professional Experience

Mr. Ramsey has more than 20 years of experience in the planning, design and construction management of water and wastewater systems, including preliminary engineering reports, feasibility studies, line layout, hydraulic design, lift and booster station design, water storage tank design, water and wastewater treatment plant design and rehabilitations, preparation of construction documents and specifications, preparation of permit applications and coordination with regulatory and funding agencies.

Mr. Ramsey has worked on projects ranging in size from \$10,000 to over \$40 million. They include everything from single water line extensions to large-scale advanced technology wastewater treatment plants.

Mr. Ramsey has been recognized by the American Registry of Outstanding Professionals as well as Cambridge Who's Who in the field of water and wastewater engineering. He has also written several articles that have been published in the WV Rural Water Association's Quarterly. Mr. Ramsey also served as the Planning Director for the Town of Winfield Planning Commission from 2003 to 2007.

Representative Projects

Wastewater:

Town of New Haven: Provided the design and construction administration of the wastewater treatment plant upgrade and collection system improvements project that included installation and automatic bar screen, a UV unit, replacement and/or rehabilitation of the motor control center, the sludge holding tank, the chlorine contact chamber and the existing WWTP pump station. Project also included replacing over 6,300 LF of existing 10-inch and 8-inch sewer line, 24 manholes and 1 pump station.

City of Glenville: Wrote the facilities planning report for a wastewater treatment plant upgrade, which included a sequencing batch reactor (SBR), belt filter press, additional clarification, and headworks as well as the collection system extension to various areas of the City and to the proposed \$100 million Federal Prison. Total estimated project cost \$7,500,000.

City of Paden City: Performed a Sanitary Sewer Evaluation Study (SSES) on the entire wastewater treatment and collection system. Study included system mapping, Closed Circuit Television (CCTV) of over 15 miles of collection line, evaluation of problem areas and corrective measures, cost estimates, and report preparation.

Moorefield / Hardy County Wastewater Authority: Performed the design and permitting of the regional wastewater collection system project that includes installation of approximately 4,000 LF of 24-inch gravity sewer pipe and over 20,000 LF of 14-inch and 18-inch force main. This system will convey wastewater from all of



Moorefield, the Pilgrim's Pride industrial facility and portions of Hardy County to the new Regional WWTP.

Performed value engineering and partial redesign of the 4.1 MGD advanced wastewater treatment facility.

Performed construction administration on all three (3) contracts worth over \$40 million and was under construction for approximately 18 months.

Nitro Regional Wastewater Utility: Design and construction management of a wastewater treatment plant upgrade. The project consisted of a 0.65 MGD packaged treatment unit, a 1.2 meter belt filter press with building, a 150,000 gallon aerobic digester and headworks upgrade. Total project cost \$2,700,000.

Syracuse-Racine Regional Sewer District: Design of the Wastewater Treatment Plant Upgrade and Pump Station Rehabilitation project that consisted of rehabilitating the existing oxidation ditches and secondary clarifiers, replacing the existing sewage grinder, splitter box, return and waste sludge pump and controls, and sludge meter. Installing a new belt filter press building and SCADA system as well as rehabilitating three (3) existing collection system pump stations and replacing two (2) others.

Design of the Tackerville sewer system extension project. Project included over 10,000 LF of gravity sewer line and one (1) pump station. The project served 55 previously unsewered customers.

Town of Belle Sanitary Board: Performed a Sanitary Sewer Evaluation Study (SSES) on the entire wastewater treatment and collection system. Study included system mapping, Closed Circuit Television (CCTV) of over 15 miles of collection line, smoke testing, manhole inspections, evaluation of problem areas and corrective measures, cost estimates, and report preparation.

Performed the design of a wastewater collection system improvements project that included relining over 13,000 LF of existing sewer line, replacement and/or rehabilitation of approximately 80 manholes, and rehabilitation of the 13th Street pump station.

Performed the Design and Construction Administration for a 1.0-meter Belt Filter Press and new Building, including all ancillary equipment.

Planning and design for a 0.35 MGD wastewater packaged plant to replace the existing treatment process. Project includes combination bar screen / grit removal system, 0.35 MGD package treatment unit with aeration basin, clarifier, sludge digester and chlorine contact tank. Project also includes an external clarifier, conversion of the existing aeration basin to an EQ basin, construction of a new garage / blower building, onsite generator, upgrade to the main lift station and other miscellaneous improvements.

Town of Hartford: Design and construction of the wastewater collection system improvements which included rehabilitation of the majority of the manholes and rehabilitation of all five (5) existing lift stations.

Town of New Haven: Performed the design of a wastewater treatment plant upgrade and collection system improvements project that included installation an automatic bar screen, a UV unit, replacing and/or rehabilitating the motor control center, the sludge holding tank, the chlorine contact chamber, and the existing WWTP pump station. Project also includes replacing over 6,300 LF of existing 10-inch and 8-inch sewer line, 24 manholes, and one (1) pump station.



MARK McGETTIGAN, P.E.
PROJECT ENGINEER



Education

M.S.E. Engineering Management/Environmental Engineering, Marshall University December 2007

B.S. Civil Engineering Technology, Fairmont State College, 1999

Registrations

Registered Professional Engineer in West Virginia

Professional Experience

Mr. McGettigan has more than 17 years of experience as an infrastructure engineer. He has extensive experience in project planning, funding coordination and water and wastewater design. Mr. McGettigan has taken many large water and wastewater projects from the initial development phase through the construction phase. His experience includes writing preliminary engineering reports, developing funding scenarios, designing systems, developing plans and specifications, overseeing the bidding process and managing the construction inspection. Additionally, he has developed specifications and managed construction inspection for land development and utility construction projects.

Professional Memberships

American Society of Civil Engineers

Representative Projects

Mr. McGettigan has served as Engineer and/or Project Manager on the following projects:

- Crum PSD Route 152 Phase I Water Project
- Crum PSD Route 152 Phase II Water Project
- Mingo County PSD Ben Creek Phase I
- Mingo County PSD Dingess Phase I & II Water Distribution System Extension
- Mingo County PSD Upper Marrowbone
- Mingo County PSD Jennies Creek
- Lavalette PSD US Route 52 Waterline Extension Project
- Lavalette PSD Crockett and Millers Fork Waterline Extension
- Lavalette PSD Route 37 Waterline Extension Project
- Lavalette PSD Nestlow Phases I & II Waterline Extension Project
- Crum PSD Mill Creek Waterline Extension Project



MARK McGETTIGAN, P.E.
(CONTINUED)



- Crum PSD Route 152 Phase I Waterline Extension Project
- Delbarton Sewer Line Replacement Project
- Town of Pax Waterline Relocation Project
- Glen Rogers Waterline Extension Project for WVDEP-AML
- Charles Pointe North Landbay Phase I Infrastructure Project
- Charles Pointe South Landbay Phases I & II Infrastructure Project



Education

M.S.E. Engineering Management, Marshall University, 2016

B.S. Civil Engineering, West Virginia Institute of Technology, 2009

Registrations

Registered Professional Engineer in West Virginia

Professional Experience

Mr. Conley has more than 5 years of experience as an infrastructure engineer. He is proficient in a multitude of areas such as project planning, design, modeling, bidding and construction monitoring.

Representative Projects

Eastern Wyoming PSD Barkers Ridge/Basin Phase I & II Waterline Extension Project: Construction and design with a \$10,644,000 cost.

Eastern Wyoming PSD Beartown-Herndon Heights AML Waterline Extension Project: Design with a \$9,388,000 cost.

Eastern Wyoming PSD Bud/Alpoca Water System Upgrade Project: Design with a \$2,270,000 cost.

Eastern Wyoming PSD Covel Waterline Extension Project: Construction with a \$5,860,000 cost.

Eastern Wyoming PSD Otsego Waterline Extension Project: Design with a \$9,828,000 cost.

Lincoln PSD Lower Mud River Waterline Extension Project: Design with a \$6,452,000 cost.

Logan County PSD Big Harts Phase I through V Waterline Extension Project: Planning, design and construction with a \$22,810,000 cost.


Logan County PSD Big Ugly Creek Road Phase I through III Waterline Extension Project: Planning with a \$10,035,000 cost.

Logan County PSD Frances Creek Waterline Extension Project: Design with a \$2,830,000 cost.

Logan County PSD Hidden Valley/Airport Road Water System Upgrade Project: Construction and design with a \$1,307,000 cost.

Mingo County Redevelopment Authority Mingo County Air Transportation Park Water and Sewer Extension Project: Design with a \$7,000,000 cost.

Town of Chapmanville Water System Upgrade Project Phase I & II: Construction and design with a \$5,050,000 cost.



Town of Williamson Water System Upgrade Project: Design with a \$11,764,000 cost.

Education

A.A.S. Architectural Drafting Technology, West Virginia State College, 1999

A.A.S. Computer Aided Drafting and Design, West Virginia State College, 1999

Computer Skills

ArcView 10.1, AutoCAD, AutoCAD Map, MicroStation, Microsoft Office, Civil 3-D, ESRI, GIS

Professional Experience

Mr. Garnes has more than 15 years of experience as a civil draftsman and designer. He is proficient in numerous drafting and mapping software platforms. His proficiency spans multiple areas such as Civil 3D, GIS, construction inspection, waterline planning and design, sanitary sewer planning and design, site development, cathodic protection planning, county-wide planning, infrastructure cataloging, and document preparation.

Representative Projects

Kermit Bypass – Core Drilling Inspector

Robinson Creek Bridge – Core Drilling Inspector

Rahall Transportation Institute Land Use Master Plans – Boone, Clay, Fayette, Lincoln, Logan, McDowell, Mercer, Wayne, Wyoming, Raleigh, Upshur, Webster, and Marshall Counties

GIS – Marshall County 10 Year Comprehensive Water and Sewer Study

GIS – Brooke County Land Use Inventory

B&H Towing Project

Town of Gilbert

- Slabtown, Tamcliff and Paynter Bottom Waterline Extension Project
- Horsepen, Gilbert Creek and Browning Fork Waterline Extension
- River Bend Road Waterline Extension
- Upper Gilbert Creek Waterline Extension

Logan County PSD

- Upper Little Harts Creek Waterline Extension
- Big Harts Creek Waterline Extension
- Marsh Fork Waterline Extension
- Hidden Valley/Airport Road Waterline Extension
- Ridgeview Sewer – Railroad Permits



Lincoln PSD

McCorkle Railroad Crossing

Lincoln EDA

Lower Mud River Waterline Extension

Queen Shoals PSD Waterline Extension

Town of Chapmanville Water Upgrade Project

West Virginia American Water

Sanderson/Dutch Ridge Waterline Extension

Miller Mountain Waterline Extension

Upper Winifrede Waterline Extension

Mingo County Redevelopment Authority

King Coal Highway Water and Sewer Project

Mingo Central High School Water and Sewer Project

Mingo County Airport Water and Sewer Project

Putnam County Development Authority

Putnam County Business Park Utilities Extension Project

Norton Harding Jimtown PSD

Scott Run/Findley Road Waterline Extension Project

Town of Matewan

Red Jacket Sanitary Sewer Upgrade Project

South Charleston Sanitary Board

Corridor G Sanitary Sewer Study

Enervest

Ravencliff Operations System Inventory and Monitoring

Chester Engineers

Bluescape Pipeline Cathodic Protection System

Crestwood Midstream Partners, LLC

Doddridge and Harrison County Pipeline Close Interval Survey GIS Mapping



Education

Drafting CADD Certificate (Microstation), Ben Franklin Career and Technical Center, 2000

CADD Certificate (Autocad), Carver Career and Technical Center, 1999

Professional Experience

Mr. Fore has over 15 years of experience as a CAD Designer in numerous areas of civil engineering. His representative experience includes civil site development, water and wastewater line treatment plants, abandoned mine lands reclamation, highway design, bridge inspection, utility location and mapping, hydrographic surveying, land surveying, environmental, wind energy and water sampling.

He is adept in AutoCad Civil 3D (Version 2006 thru 2015). Further proficiency includes Autocad Land Desktop, Microstation, Inroads, Autodesk Vault Explorer, Eagle Point, TGO, Pathfinder Office, Hydro-Pro, Microsoft Access, Excel and Word. He provides training/support and workstation configuration, as well as data management of CAD and GIS related material.

Representative Projects

The Village at Coolfront, Morgan County, WV

Green Valley Glenwood PSD Raw Water System Upgrade, Mercer County, WV

Mason Wastewater Treatment System Improvements, Mason County, WV

Buffalo Wild Wings, Nitro, WV

Village of Cadiz North Trunk Line Wastewater Improvements, Harrison County, OH

East Bank Water System Improvements, Kanawha County, WV

The Summit at Cheat Lake, Monongalia County, WV

William Fitzpatrick Subdivision, Lawrence County, OH

East Bank Water System Improvements, Kanawha County, WV

HSB 13th and 19th Street Sanitary Sewer Line Replacement, Huntington, WV

Cabell Huntington Hospital Slide, Huntington, WV

Merritt's Creek Landslide Abatement Project, Cabell County, WV

Lick Creek Waterline Extension Phase 2, Boone County, WV

Six Mile Creek Waterline Extension, Boone County, WV

WVDEP AML Rachel Refuse, Marion County, WV



RONALD WILLIAMS
CONSTRUCTION INSPECTOR



Education

High School Diploma, Sissonville High School, 1978

Professional Experience

Mr. Williams has been employed at ELR since 1978. Mr. Williams has had primary responsibility for the inspection of water, wastewater, and gas line construction and drilling projects.

Waterline projects he has inspected include: Cooper's Creek, Oak Hill, Uneeda/Quinland, Town of Danville, Southern PSC, South Putnam PSD, Kanawha Orchard PSD, Webster County Commission, Kanawha County's 1997 Water Extension projects and most recently RDA 1999 water extension projects.

He has also inspected the construction of sanitary sewer installation for the City of Charleston, Greater St. Albans PSD and South Putnam PSD.

Mr. Williams has inspected the construction of storm sewers for the City of Charleston and the City of Parkersburg. He has also inspected the relocation of gas lines for the Southern PSC and Consumer's Gas.

Mr. Williams has been involved both as a surveyor and inspector on all major projects performed by ELR. Mr. Williams has performed extensive courthouse research on numerous survey projects and is responsible for the field work associated with the AML projects.

Representative Projects

Sewer Installation for the Town of Delbarton

Sewer Installation for the City of Gilbert

Sewer Installation for the City of Weston

Highway Construction Inspection on Corridor D in Parkersburg, WV

Construction of water and sewer lines for South Putnam PSD on Teays Valley RD+1 and 34 Widening in Scott Depot

Inspected replacement of sewage treatment plant at Holly River State Park

Inspected construction of a storm sewers in Charleston and Parkersburg

Inspected relocations of gas and waterlines for Southern PSD for the construction of U.S. 119 in Holden

Inspected relocation of gas lines for Consumers Gas on Docks Creek, Whites Creek and Harrisville



Education

Carver Career Center, 1975

Professional Experience

Mr. Casto spent 14 years of his 30 year career with the WVDOT District I office before joining ELR in 2000. He has vast experience in many areas of inspection with an emphasis in both infrastructure and roadway projects. He has inspected numerous water, wastewater, roadway, and site development projects throughout the State of West Virginia.

Representative Projects

Mr. Casto has worked as Lead Field Inspector for the following projects:

Corridor D- 5 separate projects which included 9 bridges with construction of all phases.

Earl Ray Tomblin Industrial Park – Installation of storm and sanitary sewer, water line and construction of roadway, curbs, gutters and lighting.

Charleston Area Medical Center Memorial Division, Charleston, WV – Two construction projects that required roadway construction, storm sewer, sanitary sewer and water line relocation work of 33rd Street replacement.

Chief Logan State Park, Logan, WV – Inspected excavation and compaction of materials in preparation of building pad for recreational center.

Charles Pointe – North Land Bay Phase I & II – Installation of storm and sanitary sewer, water line construction, curbs, lighting and roadway construction.

Charles Pointe – South Land Bay – Installation of storm and sanitary sewer, water line construction, curbs, lighting and roadway construction.

Jolo Phases 3 and 4 Water Project - Inspected construction of extension of water system to serve various areas around the community of Jolo.

West Hamlin Sewer Line Replacement and Sludge Removal Project - Cleaning and removal at the waste pond , replacement of sewer lines and manholes.

Hammond PSD - Project consisted of inspection of all phases of extending waterline to WV Route 2 in Brooke County.

Mingo County PSD Dingess Phase I & II - Project consisted of inspection of all phases waterline extension

Eastern Wyoming PSD Otsego Water Project- Project consisted of inspection of all phases waterline extension

Eastern Wyoming PSD Bud/Alpaca Water Project - Project consisted of inspection of all phases waterline extension



Greenbrier State Forest Water System Repairs

Project Location: Greenbrier County, West Virginia

Client: WVDNR

Project Description: The existing water system consists of multiple wells and block reservoirs that supply water to the park facilities via old service lines. ELR was contracted to evaluate the existing system and develop a more traditional pump-pressure system to serve the forest more efficiently. In addition, ELR evaluated the option of extending existing public water to the facility. That solution would eliminate the on-site treatment currently being performed by staff employees.

Cost: Planning Phase

North Bend State Park Campground Upgrades

Project Location: Ritchie County, West Virginia

Client: WVDNR

Project Description: ELR prepared construction documents for mitigating the standing water present in many of the 26 sites due to years of added road pavement and lack of adequate cross slope and drainage swales throughout the campground. Also, provided an upgrade of the existing electrical service to the campsites by increasing the sites from 30 amp to 50 amp service which requires extending 3 phase service 1600' to the campground.

Additionally the park staff wanted to establish individual water hook ups at all 26 campsites. Only five (5) centralized faucets existed throughout the campground. To facilitate this, an aging 2" waterline to the campground required replacement with 1600 feet of new 4" waterline. Lastly staff expressed an interest in evaluating the cost of a prefabricated concrete restroom facility for the additional 22 campsites that have no facilities lessening the burden on the existing restroom /bathhouse in the original 26 site campsites.

Cost: \$250,000

Forks of Coal State Natural Area/Claudia L. Workman Wildlife Education Center

Project Location: Kanawha County, West Virginia

Client: WVDNR

Project Description: This project involves the preparation of a master plan for a 100 plus acre site donated to the State of West Virginia for the development of the state's first natural area. The site is located at the forks of the Big Coal and Little Coal River, approximately twenty miles from downtown Charleston.

ELR's portion of the design include an access road off US 119 and car and bus parking area for the Claudia L. Workman Wildlife Education Center, site development for the Education Center including entry courtyard and outdoor classroom/ amphitheater, an entry sign, trailhead parking, waterline extension from the Lincoln County PSD, an on-site sewage treatment facility for the education center and landscape plans for the center.

Cost: \$7,000,000

Beech Fork State Park Campground Utilities Upgrade

Project Location: Wayne/Cabell County, West Virginia

Client: WVDNR

Project Description: ELR completed the preliminary design for electrical, water and sewer service for campsites 100-136. Our role included an extension of the electrical service by providing all of the sites with at least 50 amp service, individual water and sewer hook ups at all the referenced campsites by extending new pipes within each campground and/or utilizing existing infrastructure already in place, determining capacity of the existing sewage collection and treatment system to handle the increased flows, reviewing of the water distribution and pressures of the existing systems to determine capacity of the existing water infrastructure and assisted with successful LWCF grant application for construction.

Cost: \$595,000

Pipestem State Park Campground Utilities Upgrade

Project Location: Summers County, West Virginia

Client: WVDNR

Project Description: ELR completed the preliminary design for electrical, water and sewer service for campsites 50-81. Our role included an extension of the electrical service by providing all of the sites with at least 50 amp service, individual water and sewer hook ups at all the referenced campsites by extending new pipes within each campground and/or utilizing existing infrastructure already in place, determining capacity of the existing sewage collection and treatment system to handle the increased flows, reviewing of the water distribution and pressures of the existing systems to determine capacity of the existing water infrastructure and assisted with successful LWCF grant application for construction.

Cost: \$692,000

Scott Road-Findley Road Waterline Extension

Project Location: Randolph County, West Virginia

Client: Norton Harding Jimtown PSD

Project Description: This project consisted of the design and construction monitoring on a five mile waterline extension project in Randolph County. The six inch waterline extension provided service to areas determined to be affected by past coal mining activities.

Cost: \$1,300,000

Town of Rupert Backwash Water Disposal Facility

Project Location: Greenbrier County, West Virginia

Client: Town of Rupert

Project Description: The Town of Rupert's backwash disposal facility was in very poor condition and in need of replacement. This project will provide the Town with a new backwash water disposal facility including dual decant basins and dual sludge drying beds.

Cost: \$825,000

WV 82 Anthony Creek Water Project

Project Location: Nicholas County, West Virginia

Client: Birch River PSD

Project Description: This project involved the extension of the existing Birch River PSD Water System to the east along WV 82 and then south along Anthony Creek. The project included constructing approximately 32,000 lineal feet of eight-inch and smaller diameter water lines and the construction of a small constant pressure booster station to serve the last few homes on Anthony Creek.

Cost: \$1,800,000

Drews Creek Water Project

Project Location: Raleigh County, West Virginia

Client: Raleigh County PSD

Project Description: This project consisted of the extension of its Arnett Water System to serve 140 new customers. The project involved constructing approximately 57,000 lineal feet of eight-inch and smaller diameter water lines, a booster station and a 105,000 gallon storage tank.

Cost: \$2,300,000

Watoga State Park Wastewater Treatment Plant Replacement Project

Project Location: Pocahontas County, West Virginia

Client: WVDNR

Project Description: The project replaced an existing 10,000 gpd package treatment plant with a 3,750 gpd wastewater treatment plant provided by Orenco Systems, Inc. The new plant serves two cabins and River Run Campground which contains fifty RV sites, an office and restroom facility.

Cost: \$313,450

Bergoo Wastewater Collection and Treatment System

Project Location: Webster County, West Virginia

Client: Webster Springs PSD

Project Description: This project includes providing sewage collection and treatment system for 51 residences in the community of Bergoo. The system will include 4,600 feet of gravity line, 4,300 linear feet of force main, five pump stations and a small treatment plant.

Cost: \$2,692,500

Frank Bartow Sewer Line Extension Project

Project Location: Pocahontas County, West Virginia

Client: Pocahontas County PSD

Project Description: This project includes providing sewer line extension to approximately 104 residences in the communities of Frank and Bartow. The system will include approximately 15,150 linear feet of gravity sewer pipe, 16,400 linear feet of 2-inch force main, 58 manholes, 20 gravity line cleanouts, two (2) lift stations, thirteen (13) grinder stations, and all necessary appurtenances.

Cost: \$3,640,000

Chief Logan State Park Recreational Facility

Project Location: Logan County, West Virginia

Client: Logan County PSD

Project Description: ELR served as the prime consultant on this project and worked with our sub consultants, the project architect and the project mechanical engineer. The facility consists of a 37,050 SF first level that has a tennis facility surrounded by an elevated walking track, and a 25 meter indoor swimming facility. A second level consisting of 8563 square foot includes a weight lifting facility as well as several other exercise areas. The site was a former mine fill area with 70 -80 feet of rock over burden placed on site during mining operations. E. L. Robinson worked with the owner after performing a geotechnical investigation to develop a plan to remove soil at the site to a depth of 12 feet removing oversized materials and replacing the material with an engineered fill. Upon completion of the earthwork, plans and specifications for the structure and the foundation system were developed. In addition sewage and water infrastructure was designed to serve the facility.

Cost: \$5,200,000

Aldersgate United Methodist Church Recreation Facility

Project Location: Kanawha County, West Virginia

Client: Aldersgate United Methodist Church

Project Description: E.L. Robinson was contracted by the Aldersgate United Methodist Church to prepare structural drawings for a 9,600 SF addition to the existing church building. The building consisted of a masonry and structural steel 5,640 SF gymnasium/fellowship hall and a two story 3,960 SF music/kitchen structure connected to the gymnasium/fellowship hall and existing church. The project architect for this structure was Associated Architects. The facility was used by the church during the summertime widespread power outage to house people who were without power and were susceptible to the high (100 degree +) heat.

Cost: \$1,000,000

Mingo County Memorial Building Handicap Accessibility

Project Location: Mingo County, West Virginia

Client: Mingo County Commission

Project Description: The Mingo County Courthouse Annex (Memorial Building) was inaccessible to handicap persons. E.L. Robinson Engineering worked with the Mingo County Commission to develop plans and specifications to install a wheel chair lift elevator in an existing stairwell. The sidewalk and entrance at street level were modified to accommodate a ramp system in the existing sidewalk. The doorways leading to and from the elevator were provided with openers to assist handicap persons with opening of the door ways. The plans and specifications were put out to bid in the fall of 2011 and by early 2012 the elevator system was installed.

Cost: \$150,000

Williamson Coal House

Project Location: Mingo County, West Virginia

Client: Mingo County Commission

Project Description: A fire gutted the historic coal house on October 11, 2010 and destroyed the wood framing supporting the roof system. E.L. Robinson Engineering worked with the Mingo County Commission to prepare plans and specifications so the building could be reconstructed. E.L. Robinson also worked with Associated Architects on this project to recreate the interior of the Coal House to its historical interior with the high ceilings and ornate interior. The building framing was designed restoring the building to its original configuration with plans and specifications submitted to the State Historical Preservation Office for their approval. The project was bid in the spring of 2011 with the project completed in the Fall of 2011. Plans and specifications were prepared in a short period of time to meet the county's aggressive schedule to have this historical structure restored since it has become such a focal point of the community.

Cost: \$200,000

Logan County Courthouse ADA Upgrades

Project Location: Logan County, West Virginia

Client: Logan County Commission

Project Description: The Logan County Courthouse did not provide ADA compliant accessibility to handicap persons. ELR worked with the Logan County Commission to develop plans and specifications for a wheel chair ramp on the Stratton Street side of the courthouse. ELR assisted the Logan County Commission in obtaining bids from contractors and provided inspection oversight during construction.

The Logan County Commission purchased an existing two story building in downtown Logan. In order to make the second floor handicap accessible, the LCC needed an elevator installed in the building. ELR performed laser survey of the existing building and designed an elevator and elevator shaft to provide access to the second level. The plans and specifications were used to solicit bids from elevator companies. Logan County maintenance personnel constructed the elevator shaft as designed by E.L. Robinson. The elevator system was completed in 2013.

The Logan County Courthouse did not have any handicap accessible restrooms. The county commission worked with ELR concerning the ADA compliance issues. ELR made site visits and prepared plans of the existing facilities and developed a plan to convert one ground floor restroom to an ADA compliant restroom. ELR prepared plans and specifications for the modifications. The restroom currently serves the handicap visitors to the courthouse.

Cost: ??

REFERENCES



Mr. Jimmy Nichols

Town of Rupert
Drawer B
Rupert, WV 25984
(304) 392-5682
townofrupert@suddenlinkmail.com

Mr. J.B. Heflin

Mingo County Public Service District
1 Riverside Drive
Naugatuck, WV 25685
(304) 235-2244
jbheflin@suddenlinkmail.com

Mr. Mike McNulty

Putnam Public Service District
107 South Poplar Fork Road
Scott Depot, WV 25560
(304) 757-6551
mikemcnulty@putnampsd.com

Mr. William Baisden

Logan County Public Service District
P.O. Box 506
Logan, WV 25601
(304) 946-2641
wb@lcpsd.com

Mr. Rodney Pritt

Flatwoods Canoe Run PSD
406 Main Street
Sutton, WV 26601
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Mr. Lloyd Coleman

Pocahontas County PSD
14066 Back Mountain Road
Bartow, WV 24920
(304) 572-2566
lcoleman@pcpsd.org

Ms. Mavis Brewster

McDowell County Public Service District
21901 Rocket Boys Drive
Welch, WV 24801
(304) 297-2622
mcdpsd@frontiernet.net

Mr. Jim Boggs

Wayne County Commission
700 Hendricks Street
Wayne, WV 25570
(304) 272-6350
jimmyboggs@waynecountywv.org



**E.T. BOGGESS ARCHITECT,
INC.
SUB CONSULTANT**

HISTORY

E. T. Boggess Architect, Inc. was established in Princeton, West Virginia, by Ted Boggess in 1966. ETB has been a successful architectural firm primarily because of a team approach and partnership-type attitude with all involved in the design and construction process. Having grown up in the practice and with a life-long love of architecture, Todd became a full time presence with the firm in 1988 after receiving a Masters in Architecture from Clemson University. Their unique relationship as father/son/mentor/apprentice and, now, partners is both exciting and rewarding as the practice continues to flourish and evolve.

REPUTATION

Our firm lives or dies by its reputation. We have cultivated a team that strives to deliver the highest level of project management, service, and design. Our approach is client and site specific, and questions conventional assumptions. The greatest testament to the success of ETB's work goes beyond the organizational, operation and business stewardship we provide; it is in our enduring client relationships.

The architects at ETB are well-respected for their high ethical standards, as well as professional and civic activities. They have been asked to serve as expert witnesses and arbitrators in legal disputes. They have also been selected to serve on various local, state and national committees. These committees cover areas from determining local zoning ordinances to reviewing and developing educational requirements for future architects, to preserving West Virginia's historic architecture. In 2014, Todd was appointed to the WV Board of Architects by Governor Tomblin. The Board of Architects protects the life, health, and property of the people of the State of West Virginia by ensuring that proper architecture practices are used in the state.

SIZE

Bigger is not always better. ETB has purposely controlled size in order to maintain personal involvement and quality control. We feel that it is important to maintain close client contact so we can respond to your needs and questions, as well as address any situations that may arise in a timely manner. Our talented staff is ready to accommodate the needs of your project and ensure the successful completion of our current workload. The depth of our personnel is such that we can assign individuals to the appropriate task during each phase to ensure all your project's needs are satisfied.

TEAMWORK

Our projects and design services are dependent on both our abilities as architects and our commitment to perform and implement a set of standards in order to create a design that responds to the needs of our client. In house, ETB actually functions as a team of consultants with individual strengths and abilities emphasized by each employee's role within the team. In addition to being a strong design oriented firm, we offer expertise in communication, construction documentation, construction administration, and quality control.

Throughout our state, we have developed relationships with government agencies, contractors and material suppliers which will be valuable as we address the challenges associated with this project. ETB has worked with many of the code officials, including the state fire marshal, and consider them an extension of our team, another member who is concerned about the final design. We review our designs with the Office of the State Fire Marshal in Charleston at regular intervals during the design process, as well as on-site inspections during construction.



Todd Boggess, AIA, NCARB, Architect
President



EDUCATION

- Master of Architecture, Clemson University School of Architecture
- International Studies, Clemson University Daniel Center for Urban Design & Building Studies, Genoa, Italy
- Bachelor of Arts Degree in Design, Clemson University School of Architecture

RESPONSIBILITIES

Todd joined ETB as a project architect and office manager in 1988 after graduating from Clemson University. In January, 2001, he assumed the office of President.

Todd is responsible for . . .

- architectural design and development
- project management and coordination
- computer aided design and visualization
- interior design
- site planning

Your project will receive his complete attention, from the interview and project meetings, through the construction process. As the president of the firm, you are putting your trust in him and he takes that commitment very seriously. He wants to make sure you are satisfied with our service, performance, and design.

COMMITTEES

West Virginia Board of Architects (2014) – Governor Tomblin recently appointed Todd to this board which is responsible for protecting the life, health and property of the people of the State of WV by ensuring that proper architecture practices are used in the state.

Princeton Zoning Board of Appeals (since 2000) – Todd has been asked to serve on this local committee for the past 15 years. He currently serves as vice-chair. The board is responsible for reviewing and ruling on appeals to the existing Princeton Zoning Laws.

PROJECTS

- WVDNR Pipestem Conference Center (*Addition*), Pipestem State Park, WV
- The Summit Bechtel Family National Scout Reserve - Bathhouse Design & Construction, Observation Deck, & Pavilion Design Options, Mt. Hope, WV
- Cabins and Bathhouse for the Ashland KOA, Ashland, WV
- ATV Resort and Lodge, Mingo County, WV
- ATV Resort and Lodge, Logan County, WV
- Spearhead Trail Lodging/Parking, Tazewell County, VA
- WVARNG Readiness Center, Elkins, WV
- WVARNG Coonskin Joint Facilities Exterior Renovation, Charleston, WV
- WVDOH District 10 Headquarters Complex, Gardner, WV
- WVDOH District 6 Headquarters Complex, Moundsville, WV
- WVDOH District 9 Headquarters Complex - Office Building, Lewisburg, WV
- WVDOH District 1 Headquarters Complex - Office Building, Charleston, WV
- WVDOH District 8 Equipment Shop, Elkins, WV
- WVDOH District 7 Office Building, Weston, WV
- WVDOH District 7 Equipment Shop, Weston, WV
- WV Parkways Authority Tourist Information Center, Princeton, WV

AWARDS

- WVAIA "Honor Award" for Renovation Design of the Princeton Public Library – April 2012
- Princeton/Mercer County Chamber of Commerce "Excel Award" – January, 2011
- *West Virginia Executive Magazine's* "Young Guns" - Fall, 2003
- Princeton/Mercer County Chamber of Commerce "Citizen of the Year - 2000"
- Princeton Elks Club "Citizen of the Year - 2000"

Stephen E. Mackey – *Planning & Design*

Steve received his Master of Architecture from Clemson University. Prior to rejoining ETB in 2009, Steve served as Executive Vice President of Powers Design (Powers Mackey Reidenbach & Lanehart) in Ponte Vedra, Florida. In addition to his design responsibilities, Steve assists with quality control and constructability reviews for the firm's projects, along with code research.



Nathan S. Turner, Associate AIA, LEED G A. – *Project Manager*

Nathan received his Master of Architecture from Boston Architectural College. He has a great deal of experience with educational facilities and is leading our efforts to provide "green" approaches to as many projects as possible. Nathan is very involved in construction documentation, coordination and administration.

Dale East – *Architectural Intern*

Dale received his BS in Architectural Engineering from Bluefield State College and worked at ETB while doing so. Dale spent several years in Tennessee before returning to ETB in November of 2013. He is proficient in Auto-CADD and the Sketch-up Modeling /Graphics Program. Dale is involved in all phases of design documentation and production. While in TN, Dale worked on several residential projects at Blackberry Farm.



Chris Clark – *Architectural Intern*

Chris is a graduate of the University of Kentucky with a BA in Architecture and is primarily involved in construction document production. Since joining ETB in 2008, he has also contributed to the production of computer graphics and imagery.

Chris Canterbury, Associate AIA – *Construction Administration Manager*

Chris has been an integral part of ETB since 2000, a few years after graduating from Fairmont State. Originally hired as a CADD technician, his understanding of the construction process became evident and his focus for several years has been primarily on administration and coordination. Chris is instrumental in making sure the design intent is accurately represented throughout the construction process.



PIPESTEM STATE PARK CONFERENCE CENTER

Pipestem, WV

PROJECT DETAILS

owner/district:
WV DNR
year:
1999
size:
20,000 sf



The Pipestem Conference Center Project involved a two-story addition to the McKeever Lodge. The project centered around the addition of a multi-purpose conference area that can accommodate a single, large group or be divided with panels for multiple, smaller groups.



In order to allow for ADA compliant access, an enclosed, connecting bridge-way was designed to connect the new conference center to the existing lodge.

The existing kitchen area was also renovated during this project.



GOVERNMENTAL

PIPESTEM STATE PARK PICNIC SHELTERS

Pipestem, WV

PROJECT DETAILS

owner/district:
WV DNR
year:
phased

ETB provided a picnic shelter design that appears to have been duplicated throughout Pipestem State Park.



E. T. B O G G E S, A R C H I T E C T, I N C. ARCHITECTS



RECYCLE WV AT THE RAILROAD INDUSTRIAL PARK

Princeton, WV

PROJECT DETAILS

owner/district:
Star Builders

year:
2009

type:
renovation & addition

E. T. Boggess Architect, Inc. provided 3-D modeling and site planning for the Mercer County Economic Development Authority to assist with their efforts to market the historic rail-yards. We believe the material that was presented to the state representatives was also instrumental in obtaining support for a new industrial access road provided by the DOH.

The renovations were accomplished by a private developer who was able to take advantage of the historical tax credit program. This was one of the first industrial sites to have the existing buildings receive historical designation, thereby allowing the project to be eligible for the historic tax credits.



BEFORE



GRAPHIC IMAGERY

E. T. BOGGESS, ARCHITECT, INC.



BATHHOUSE DESIGN & CONSTRUCTION SUMMIT BECHTEL FAMILY NATIONAL SCOUT RESERVE Mt. Hope, WV



PROJECT DETAILS

owner/district:
Boy Scouts of America

year:
2013

size:
330 units

ETB provided design, graphic imagery construction documentation and administration for 330 bathhouses which were located throughout the national scout reserve. The bathhouses were spread throughout the six villages.

ETB worked in conjunction with Lake Flato Architects on this project.



E. T. BOGGESS, ARCHITECT, INC.

WV ARMY NATIONAL GUARD READINESS CENTER

Elkins, WV

PROJECT DETAILS

owner/district:
WV Army National Guard

year:
2012

size:
50,000 sf

The Readiness Center has two main entrances; the front into the lobby and the rear into the assembly hall. The circular central core of the entrance leads to the administrative wing (east) and classroom wing (west). The facility contains a learning center library, storage areas, locker rooms, kitchen, break-room, and Telcon spaces. Areas within the lobby will be used for recruiting, family support and distance learning.

The project also included the design and construction of a separate structure for secure storage maintenance/ workshop/ office structure.



COMPUTER VISUALIZATION

E. T. BOGGESS, ARCHITECT, INC.



WV DOH DISTRICT COMPLEXES

Statewide

PROJECT DETAILS

owner/district:
WV DOH

year:
on-going

size:
various



DISTRICT 1 OFFICE BLDG.



DISTRICT 6 OFFICE BLDG.



DISTRICT 10 OFFICE BLDG.

ETB provided the original complex design for District Ten, which included an office building, a maintenance building (now called the equipment shop), a bridge/sign shop, and a lab building. The buildings have been modified over the years to satisfy the needs of the DOH and each specific site. The design brings together a variety of services and functions that were previously scattered throughout the district onto a single, campus-like setting. This lay-out has been very effective and is being repeated throughout the state.

District Six has completed all but the lab building. District Nine has completed only the main office building. The office building for District One was completed in 2014 and District 8 Equipment Shop was completed in 2015.

Both District 7 Office Building and Equipment Shop are currently under construction.



DISTRICT 8 EQUIPMENT SHOP



WV DOH DISTRICT EIGHT EQUIPMENT SHOP

Elkins, WV

PROJECT DETAILS

owner/district:
WV DOH

year:
2015

size:
21,675 sf



These photos were taken shortly before District Eight Equipment Shop was completed. This building, originally called the maintenance building, has also been built for District Ten and Six. Each building is modified to better serve the needs of the district and in order to accommodate the specific site conditions.

The equipment shop includes office space, maintenance/garage bays, storage areas, and roll-up doors.

ETB provided the original complex design for District Ten, which included an office building, maintenance building, bridge/sign shop, and a lab building. The new buildings are being phased-in throughout the state. At this time, the following projects have been completed:

District One
Office Building

District Six
Office, Maintenance, Bridge/Sign

District Nine
Office Building

District Ten
Entire Complex

District Seven
Office Building
Equipment Shop
(under construction)



WV TOURIST INFORMATION CENTER

Princeton, WV



PROJECT DETAILS

owner/district:
WV Parkways Authority

year:
1992

size:
7,200 sf

The West Virginia Tourist Information Center is "composed" of three pyramid-shaped skylites (41' x 41', 33' x 33' and 29' x 29') that enclose a large main exhibit hall with the information desk, multi-use small exhibit hall with a mezzanine level, and restroom facilities. The seemingly "high-tech" design is complimented by incorporating a dry, stacked stone wall and split-rail fence into the landscape and by utilizing an exposed wood framing system.

West Virginia products were used throughout the project, including hardwood flooring, "Terne" roofing and native field stone. Local artisans also have their creations on display. Over 100,000 people per year visit the facility which is located ten miles from the border at the intersection of I-77/460.

1994 WVAIA Merit Award Winner



E. T. BOGGESS, ARCHITECT, INC.



WV ARMY NATIONAL GUARD MAINTENANCE SHOP

Elkins, WV



PROJECT DETAILS

owner/district:
WV Army National Guard

year:
2012

size:
Maint & Workshop 3,102 sf
Organized Storage 2,560 sf

Along with the Readiness Center, ETB designed a separate structure to serve as a maintenance building/workshop. A secure, organized storage area was also designed in conjunction with the new maintenance building / workshop.



MAINTENANCE BUILDING

Hatfield McCoy Offices - *Renovations*
Ashland Trailhead - *New*

Mr. Jeffery Lusk, Executive Director
Hatfield McCoy Trail Regional Authority
PO Box 146
Man, WV 25835
304-752-3255

Ashland Cabins & Bathhouse - *New*

Ms. Tara Eider
The Ashland Group
12 Maddy's Lane
Elkview, WV 25071
304-237-7567

The Summit Bechtel Family National Scout Reserve - *New*

Mr. Rob Ridgeway, Project Manager
Boy Scout National Scout Reserve
2550 Jack Furst Drive
Glen Jean, WV 25846
304-465-2800





State of West Virginia
Expression of Interest
Architect/Engr

Procurement Folder : 392857

Document Description : A/E Services for Bowden State Fish Hatchery Rehabilitation

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	DNR1800000006	1	Final

VENDOR	
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON US	Vendor Name, Address and Telephone WV 25303-1228

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN #

550 594 633

DATE

12/13/17

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

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: E.L. ROBINSON ENGINEERING CO.

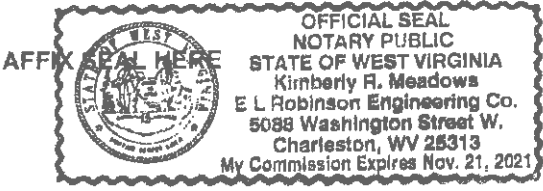
Authorized Signature: [Signature] Date: 12/13/17

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 13 day of December, 2017

My Commission expires November 21, 2021.



NOTARY PUBLIC [Signature]

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: E.L. ROBINSON ENGINEERING Address: 5088 WASH. JGTON ST. WEST
CHARLESTON, WV 25313

Authorized Agent: WV DNR Address: 324 4th AVE S. CHAR, WV 25303

Contract Number: DNR18 00000006 Contract Description: A/E SERVICES

Governmental agency awarding contract: WV DNR

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.

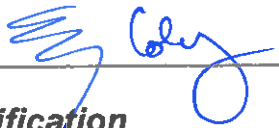
E. T. BOGGESS

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

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

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

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

Signature: 

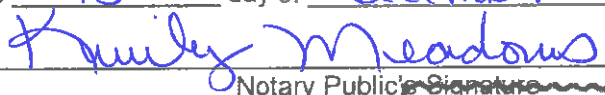
Date Signed: 12/13/17

Notary Verification

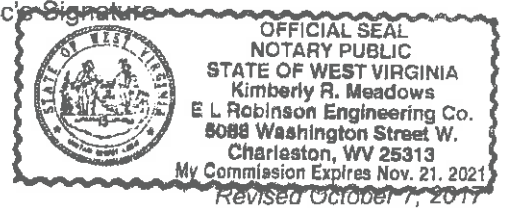
State of West Virginia, County of Kanawha

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

Taken, sworn to and subscribed before me this 13 day of December


Notary Public's Signature

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



Expression of Interest
WV Division of Natural Resources
Bowden State Fish Hatchery
Facility Wide Repair Project
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 _____ award _____ and extends for a period of _____ one (1) _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the 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 (3) _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ thirty-six (36) _____ 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, §6.1.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 July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007; Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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

Eric J. Coberly PROJECT MANAGER
(Name, Title)
ERIC J. COBERLY PROJECT MANAGER
(Printed Name and Title)
5088 WASHINGTON ST. WEST CHARLESTON, WY 25313
(Address)
304 776-7473 304 776-6426
(Phone Number) / (Fax Number)
ecoberly@elrobinson.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.

E.L. ROBINSON ENGINEERING CO.
(Company)

Eric J. Coberly PROJECT MANAGER
(Authorized Signature) (Representative Name, Title)
ERIC J. COBERLY PROJ MANAGER
(Printed Name and Title of Authorized Representative)

12/13/17
(Date)

304 776-7473 304 776-6426
(Phone Number) (Fax Number)