

REQUEST FOR PROPOSALS
PROGRESSIVE DESIGN BUILD CONTRACTOR
REMOVAL OF ALBRIGHT POWER STATION DAM
PRESTON COUNTY, WEST VIRGINIA

RFP ISSUED April 6, 2026
PROPOSALS DUE May 29, 2026



Friends of the Cheat

1343 North Preston Highway,
Kingwood, WV 26537

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(304) 329-3621
madison@cheat.org



1. GENERAL INFORMATION

The Albright Power Station Dam (Albright Dam) is located on the Cheat River in Albright, West Virginia. It was originally built in 1952 to create a water supply for the adjacent coal-fired Power Station. The dam is attached to the Power Plant Road Bridge. The dam serves no other additional functions. The Albright Power Station was decommissioned in 2012. The Albright Power Station Bridge is not critical for long term site access as there is an existing additional road for access via Power Plant Road from Route 26 that does not require crossing the Cheat River. Both the dam and bridge will be removed.

First Energy Company, through its subsidiary Mon Power, owns the dam, the adjacent Power Station, and associated land parcels. Friends of the Cheat (FOC) has proposed to First Energy terms for FOC's acquisition of the dam for the purpose of removal. Actual removal depends upon execution of a purchase and sale agreement between First Energy and FOC. Friends of the Cheat (FOC) is the Project Owner and Dam Removal Entity for the proposed removal of the Albright Power Station Dam (Project).

FOC seeks to hire a qualified design build contractor (Contractor) for the Project. The Contractor must demonstrate capabilities and experience with completing design and construction of dam removal projects that include mass excavation; concrete and powerhouse demolition; water control and river flow management including dewatering and diversion; installation of comprehensive turbidity controls and monitoring; utility removal and/or relocation; sediment management; river channel and bank restoration; pre-construction due diligence and site investigation; project implementation within an environmentally sensitive area; and acquiring permits on behalf of Project Owner and complying with federal, state, and local regulations and laws.

The Albright Dam is one of only two barriers on the 78.3-mile-long Cheat River and exists approximately 30 miles upstream of the Cheat River's confluence with the Monongahela River. The other barrier, the hydropower dam on Cheat Lake, is approximately 3.7 miles upstream of the Cheat River's confluence with the Monongahela River. Removing the Albright Power Station Dam would reconnect 74.6 miles of the Cheat River main stem and reconnect hundreds of miles of Cheat River tributaries.

Species of interest that this project would benefit include the Eastern hellbender, Eastern brook trout, and 38 native fish species, including walleye, which are currently blocked from inhabiting upstream reaches of the Cheat River above the Albright Dam.

The dam acts as a barrier to aquatic life, reduces water quality, and is a deadly hazard for river recreationists. Removing the Albright Dam will contribute to FOC's mission to restore, preserve, and promote the outstanding qualities of the Cheat River watershed.

FOC is collaborating with West Virginia Division of Natural Resources (WVDNR), the United States Fish and Wildlife Service (USFWS), and other stakeholders in the restoration of Cheat River. These stakeholders have concluded that such removal is a critical action to restore the Cheat River ecosystem.

FOC engaged Inter-Fluve, Hazen & Sawyer, and Triad to assist with preparatory work for this project. Inter-Fluve, Hazen & Sawyer, and Burns & McDonnell now serve as the Owner's Technical Representative for the Project.

Inter-Fluve published *Albright Power Station Dam Removal Feasibility Study* (September 19, 2022) and *Albright Power Station Dam Removal 30% Basis of Design Report* (April 6, 2023). FOC attaches these documents to this RFP for informational purposes as "Reference Documents," meaning that a Proponent may refer to these documents for the purpose of developing a Proposal. FOC does not, however, make any representation or warranty as to its accuracy or completeness. Raw data associated with the development of these studies and reports will be made available to the successful Proponent.

FOC will competitively select an organization to execute the work items below, assist in key decision-making processes, and provide support for the Project. FOC's Owner's Technical Representative (OTR) will also assist FOC in the selection process by interpreting information in Proposal packages, assisting with Q&A responses, and will play an integral role in the working relationship between FOC and the successful Proponent.

The majority of the funding provided for this project is from federal grant awards from Department of Interior: United States Fish and Wildlife Service (USFWS), including Bipartisan Infrastructure Law (BIL) funding.

Given grant funding deadlines, FOC is operating on an accelerated timeline for this Project. FOC and project partners anticipate the future Progressive Design Builder completing 70% design and applying for relevant Army Corps permits by October 31, 2026 and the subsequent dam removal and associated river restoration taking place before December 31, 2027. Please refer to the Albright Dam Removal Anticipated Permitting Milestones spreadsheet in the Reference Documents to see the anticipated permitting timeline. Dam removal needs to take place during low flow conditions in the Cheat River, which typically occurs August – October. Proponents should demonstrate in their Proposal how this schedule could be achieved and what assumptions could change or impact the proposed schedule.

Certain provisions apply to this funding, including but not limited to: National Environmental Policy Act (NEPA), Endangered Species Act (ESA) Section 7 Consultation with USFWS, National Historic Preservation Act (NHPA) Section 106 Consultation, Build America, Buy America Act requirements under Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58) (Requiring use of American iron, steel, manufactured products, and construction materials

for infrastructure), and the Davis-Bacon Act. Further, the Project is subject to federal grant requirements, including 2 CFR Part 200 and other applicable law. A list of federal required terms that FOC expects to incorporate into the final contract can be found in the Reference Documents to this RFP (Expected Federally Required Terms for Final Contract).

FOC has completed Section 106 Consultation using the 30% design plan set Limits of Disturbance (LOD), and Design Report and has received notice of “No Adverse Effects” to Architectural or Archeological Resources. FOC, with project partners (West Virginia Division of Natural Resources and United States Fish and Wildlife Service) and funders, have also completed a draft Environmental Assessment and is also working towards completing Section 7 and NEPA compliance utilizing the 30% design plan set, LOD, and Design Report. FOC and project partners will lead securing Section 7 and NEPA compliance as part of this project. If the proposed actions and LOD are to change in latter design phases, FOC and project partners will manage ensuring Section 7 and NEPA compliance. Other permits FOC and project partners will secure include the WVDEP Dam Safety Dam Removal Permit and the WVDNR Stream Activity Permit. While FOC will lead the drafting and submission of these permits, the Contractor will provide all technical information, design documents, and supporting data reasonably requested by FOC or the applicable permitting agency in connection with such permits in a timely manner.

FOC will rely on the Contractor to lead, prepare, and submit certain permits and approvals as specified in the Project Agreement. These may include: (a) U.S. Army Corps of Engineers Section 404 Clean Water Act permit and, if applicable, Section 10 Rivers and Harbors Act permit; (b) coordination with Preston County and FEMA for Conditional Letter of Map Revision (CLOMR) and subsequent Letter of Map Revision (LOMR); and (c) National Pollutant Discharge Elimination System (NPDES) permitting, if determined to be necessary.

No groundbreaking activities will occur until FOC and relevant permitting agencies and funders release Notices to Proceed after all federal, state, and local compliance and permits are secured. No barriers or significant delays to completing compliance and receiving permits are anticipated.

1.1. Project Purpose

The purpose of this Project is to remove Albright Dam and restore the river channel, river banks, and adjacent tributaries to stable conditions up to the 1% recurrence interval event and improve habitat for native species. This will reconnect approximately 75 miles of the Cheat River. Dam removal will allow for the recovery of natural sediment flows within the river reach and improve overall riparian functions. The dam is a barrier for aquatic organism passage in the river and its removal will enhance biological diversity potential within the watershed. Dam removal will support restoration of natural riparian functions along the Cheat River, while also reducing the existing risks to public safety.

FOC is seeking to engage a Contractor to provide Progressive Design Build (PDB) services for completing the Project. Funding is from multiple federal and state government sources. The contract will be administered by FOC. The Project is also contingent on FOC reaching an agreement with FirstEnergy.

1.2. Project Manager

Friends of the Cheat
Madison Ball, Conservation Program Director
(304) 329-3621
madison@cheat.org

1.3. Project Budget and Price Competition

As described below, FOC intends to select the successful design-build contractor in part based upon total expected contract price (non-binding estimate), with consideration of any discounts or flexible pricing that may be advantageous to FOC for this Project. To that end, FOC encourages Proponents to submit pricing in the following forms:

- Lump-sum fixed price for design-build delivery of the Project;
- Fixed fee for design and construction management, with construction costs, including subcontract and supplier costs, passed-through to FOC without mark-up. For such proposed approaches, Proponents must include the following components: (a) fixed fee, (b) target construction cost estimate (with no mark-up on pass-through costs), and (c) guaranteed maximum price (“GMP”) over which Contractor is at risk; or
- Alternative pricing models that include incentives for cost control and risk management. For example, FOC will consider proposals that call for revaluation, if agreed by both parties, of the target construction cost estimate upon completion of design-work, with incentives based upon Contractor performing the work below the revised agreed cost estimate.

In developing pricing models, Proponents should bear in mind that, according to the Albright Dam Removal 30% Design Report created in 2023, the estimated construction cost of the Project is \$1.9 million with a potential range from \$1.7 to \$2.5 million, and the Report has specific details on how these estimates were generated for Proponents to review and consider. FOC has secured a minimum of \$2.8 million in grant funds for the construction work to date. Proponents should account for cost escalation since the 2023 estimate and the inclusion of bridge removal in the Project scope when developing their pricing. In the event that the total Project cost exceeds available grant funding, FOC will negotiate scope modifications or seek additional funding sources in coordination with the Contractor.

1.4. Project Phases

FOC anticipates the following phases for the Project.

Phase 0: Negotiation of terms, execution of PDB Contract (Project Agreement). FOC will provide a draft PDB contract before the deadline for Questions on May 15 so that Proponents may ask questions about the terms and conditions of the contract.

Phase 1A (Preconstruction): Review existing Information and provide milestones, scope, and fee for Phase 1B

Phase 1B (Preconstruction): Develop technical specifications; develop design; apply for and secure regulatory permits (Army Corps of Engineers, FEMA LOMR/CLOMR, NPDES) necessary to perform Project; assist FOC with project information relevant to developing and securing additional regulatory permits and compliance (NEPA, ESA, NHPA, WVDNR Stream Activity Permit, WVDEP Dam Safety Dam Removal Permit) as needed and requested by FOC; provide milestones, scope, and fee for Phase 2.

Phase 2 (Construction): Remove dam structure and restore Project area

1.5. Definitions in this RFP

Albright Dam: Albright Power Station Dam, located at 39.490525, -79.639065

Project: Removal of Albright Power Station Dam and the attached Power Plant Road Bridge, and associated bank and channel stabilization and habitat restoration.

Project Agreement: contract between FOC and selected Proponent stating all terms for performance of the Project.

Proponent: entity responding to this Request for Proposals.

Proposal: response to this Request for Proposals.

GMP: Guaranteed Maximum Price, meaning the maximum price for completion of the Project as agreed upon by FOC and the Contractor pursuant to Section 4.2.9.

OTR: Owner's Technical Representative, meaning Inter-Fluve, Hazen & Sawyer, and Burns & McDonnell, engaged by FOC to provide technical advisory services for the Project.

Reference Documents: documents attached to this RFP for informational purposes, as further

described in Section 4.2.10, which a Proponent may refer to for the purpose of developing a Proposal, but as to which FOC makes no representation or warranty of accuracy or completeness.

2. RESPONDING TO THIS RFP

Each Proponent should respond as stated below.

2.1 Site Visit Requests

Proponents will be able to access certain portions of the Project site during the Site Visit on April 22, 2026 during which photographs and notes may be taken. Requests for Proponent site access on private property outside of the April 22 Site Visit will not be considered.

2.2 Content Requirements

The Proposal is to be submitted by email as a readable and editable PDF file. The Proposal must not exceed 40 total pages (12-point font, 8½ x 11 inches with 1-inch margins). The page count excludes the transmittal letter, table of contents, front and back covers, title pages/separation tabs, and Appendix. The Appendix consists of one-page resumes for up to 10 key personnel; two-page project summaries for 5 completed dam removal projects; bonding capacity or other evidence of sufficient financial strength; and the noted certifications in Section 4.2.6.

The Proposal must include the following information in the order listed:

- A. Transmittal Letter** (not to exceed two pages)
- B. Executive Summary** including Proponent's understanding of the Project and general approach to managing complex design build environmental restoration projects.
- C. Qualifications:**
 - Team members (including anticipated sub-contractors) and organization chart with contact information, organization affiliation, and office location for key personnel.
 - Identify Engineer of Record (EOR) for Project and if EOR is currently licensed in WV as a Professional Engineer.
 - Proponent's capabilities and experience completing successful dam removal projects efficiently and on budget
 - Demonstration of successful cooperation with local, State, and Federal agencies, private owners, and non-profit organizations in successfully completing similar work.
 - Reference names, affiliations, emails, and phone numbers for 5 professionals

familiar with the Proponent's qualifications for complex environmental restoration projects. Ideally references should include contacts from the dam removal projects described in Appendix.

D. Proposed Project Approach:

- Proponent's preliminary approach to planning, design, permitting, and implementation.
- Approach to permit compliance, including a draft permit register.
- Approach to pricing noting cost control strategies.
- Approach to scheduling including a preliminary schedule for Project.
- Approach to risk management for avoiding delays and complications, including a draft risk register, and examples of the Proponent's experience with design build contracting for environmental restoration projects.
- Conceptual design drawings may be included at the Proponent's discretion within the page limit.

E. Proposed Pricing:

- Price Proposal is consistent with the parameters set forth in Section 1.3, and includes the Proponent's approach and methodology to Price Proposal including key assumptions or exclusions. More than one approach to pricing may be proposed as alternatives.

F. Appendix:

- Resumes of key personnel (up to 10 one-page resumes) highlighting dam removal capabilities and experience. Please highlight how the experience listed in the resume is relevant to the proposed role of the individual as part of the Proponent's team in a summary statement within the Resume.
- Project summaries for 5 dam removal projects completed in the last 15 years, with emphasis on design build projects and projects that included river restoration components. Project summaries must include total project cost; month and year the project started; month and year the project was completed; and role of the Proponent member(s) on the project and their specific role for that project (Engineer, Contractor, Subcontractor, etc.), and the procurement method for the project (Design-Bid-Build, Design-Build, Progressive Design Build, etc). Provide the project's contact name, affiliation, phone number, and email address.
- Letter from Proponent's surety company or agent confirming Proponent's bonding capacity for the full project budget.
- Receipt/acknowledgement of all addenda.

G. Certifications:

In its Proposal, a Proponent shall certify that:

- (1). if it is an out-of-State corporation, limited-liability company, or limited-liability partnership, it shall have received, and shall maintain throughout the term of the Agreement, a Certificate of Authority to transact business in West Virginia from the West Virginia Secretary of State, as required by West Virginia law;
- (2). none of its officers, directors or controlling owners has been convicted of any violations of state or federal securities act violations in the last ten years;
- (3). it has not refused to collect use tax on sales delivered to West Virginia, and it is not incorporated in a tax haven country;
- (4). no employee or agent of the Contractor has offered, and no state or federal employee has accepted, any gift or gratuity in connection with this Agreement;
- (5). if it has more than 25 employees in West Virginia, it verifies the work authorization of such employees through the federal E-Verify system;
- (6). It is not, its principals are not, and its subcontractors are not excluded from participation in federal programs, including any suspension or debarment from participation in federal grant projects or federal procurement contracts; and
- (7). The Engineer of Record for the Project is a licensed Professional Engineer in the state of West Virginia. If the Engineer of Record is not currently licensed in WV, please provide a statement in the Qualifications (Section C) confirming that if selected, the Proponent's Engineer of Record will become a licensed Professional Engineer in West Virginia, which the Proponent understand will be a condition prior to receiving a Notice to Proceed on Phases 1A-2.

H. Disclosure:

Each Proponent shall disclose in its Proposal any existing or potential conflict of interest that may arise in connection with the performance of the Project, including but not limited to any financial interest in, or relationship with, First Energy, Mon Power, any member of the Owner's Technical Representative team, or any FOC officer, director, or employee.

2.3 Proposal Submittal

The Proposal must be submitted electronically as a single PDF document to the FOC Project

Manager by **5PM ET on May 29, 2026**. It must include the subject line: “Albright Dam Proposal.” The designated point of contact for each Proponent will receive an email confirmation of receipt of document. Late Proposals will not be considered.

2.4 Withdrawal of Proposal

A Proposal may be withdrawn prior to the response deadline, provided that a request for withdrawal prepared by the Proponent is filed with FOC. The withdrawal of a Proposal shall not prejudice the right to resubmit prior to the time set forth herein above.

2.5 Rejection of Proposal and Disclaimer

FOC reserves the right to reject any or all Proposals received in response to this RFP or to cancel this RFP or to terminate the selection proceedings at any time, if it determines such action is in the best interests of FOC. This RFP does not commit FOC to award a contract or to pay any costs incurred during the preparation of the Proposal. FOC reserves the right to eliminate the need for the Contractor to complete one or more of the project Phases and/or associated tasks, pending the outcome of preceding related Phase/task or issues, and/or the availability of project partners to complete that Phase/task. All Proposals become the property of FOC upon receipt and will not be returned to the Proponent.

2.6 Pre-Proposal Site Visit and Notification of Intent to Submit Proposal

FOC will host a non-mandatory site visit to observe conditions and ask questions of the Project Manager. FOC strongly encourages Proponents to participate in the site visit. The site visit will occur on **April 22, 2026**.

Any entity intending to participate in the site visit must email the Project Manager (Madison Ball – madison@cheat.org) by **April 17, 2026 by 5 PM ET**, listing the names of attendees. The Project Manager will then distribute specific information and instructions on meeting location for the Site Visit. Proponents that attend the site visit should expect the meeting to begin and 10 AM and conclude by 12 PM ET.

Any entity which does not intend to participate in the site visit but is interested in submitting a Proposal must email the Project Manager by **April 17, 2026 at 5 pm ET**, to provide contact name and email address for future communications regarding this RFP.

2.7 Questions

FOC will not respond to telephone questions about this RFP. All questions about the RFP are to be directed to the Project Manager (Madison Ball – madison@cheat.org) via email by **May 15, 2026**, with the subject line: “Albright Dam RFP Question.” Interpretations or clarifications

considered necessary in response to submitted questions will be issued by FOC via email to all firms which notified FOC of their interest to respond to the RFP (see above). FOC may rephrase or consolidate questions and responses as it deems appropriate. In its sole discretion, FOC may respond individually to requests that it deems to contain confidential or proprietary information.

FOC will respond to questions on a rolling basis via addenda that will be distributed via email to all Proponents. The final addendum to questions (if any additional questions are received between the last addendum and the May 15 deadline) will be distributed on **May 20, 2026**. Proponents must include receipt/acknowledgement of addenda in the Appendix of the Proposal.

2.8 Timeline

The following schedule has been established for the Proposal and selection process. Every effort will be made to adhere to this plan, but FOC reserves the right to adjust the dates as may be required by circumstances. Contractor selection will be decided by the FOC Executive Director, FOC Associate Director, and FOC Conservation Program Director.

April 6, 2026	RFP released
April 17, 2026	Confirm attendance for site visit; confirm intention to submit a Proposal and provide contact information
April 22, 2026	Site visit (not mandatory)
April 21 – May 14, 2026	Proprietary Meetings as Requested by Proponents
May 15, 2026	Final Date for Questions from Proponents
May 20, 2026	Final addendum distributed via email (as needed)
May 29, 2026	Due date for Proposals
Week of June 8, 2026	Interviews with selected Proponents (if needed)
June 30, 2026	Award Project Agreement

2.9 Award of Contract

Before commencement of any work, FOC and the selected Proponent will enter into a Project Agreement stating all applicable terms, including the fee schedule for Phase 1A. FOC reserves the right not to award a Project Agreement based on Proposals received in response to this RFP.

3. CONTRACTOR SELECTION

3.1. Selection Criteria

The FOC Executive Director, FOC Associate Director, and the FOC Conservation Program Director (Project Manager) will evaluate Proposals based on the following criteria and scoring system:

- Competence to perform the required design build services as documented by the technical education and experience of proposed team members including the project manager, engineer of record, construction manager, site superintendent, safety manager, and other key personnel.
- Past performance on similar projects as documented by the evaluation of previous clients with respect to quality of work, scheduling management, cost control, dispute resolution, and administration of subcontractors.
- Demonstrated capacity in terms of staff, equipment, and facilities to perform the required design build services competently and expeditiously.
- Other qualifications that are consistent with the project scope including knowledge of the local region and relationships with subcontractors and suppliers.

SELECTION CRITERIA		MAXIMUM POINTS
1.	Team Qualifications: Professional experience; collective experience in performing services of similar size and scope; quality and relevance of completed work and associated references; and expertise, experience, education, and certifications/licenses of key assigned personnel.	30
2.	Technical Merit: Submitted materials meet requirements and address elements; and the effectiveness, completeness, soundness, and efficiency of preliminary project approach.	30
3.	Schedule, Price, and Financial Strength: Proposed approach to scheduling and pricing; proficiency to establish and meet schedule and cost milestones; and documented bonding capacity via a surety letter confirming Proponent's bonding capacity for the full project budget.	30
4.	Reliability and Ethics: Demonstrated commitment to conservation principles, fostering local partnerships and supporting local businesses, and experience working with non-profit partners	10
Total Possible Points		100

Incomplete or non-compliant Proposals will not be considered. The criteria described above will be scored in the following manner:

Team Qualifications (Total of 30 points)

- Lead Staff Experience and Location (10 points)
- Project Portfolio (10 points)

- Professional Project References (10 points)

Technical Merit (Total of 30 points)

- Project Approach/Strategy (15 points)
- Efficiency of Approach (15 points)

Schedule, Price, and Financial Strength (Total of 30 points)

- Project Schedule (10 points)
- Project Price Proposal including Project Price and Approach to Pricing (10 points)
- Financial Strength (10 points)

Reliability and Ethics (Total of 10 points)

Points will be assigned as follows per each criterion:

0-2 points: Proponent response to criteria is absent or not relevant

3-4 points: Proponent response to criteria is deficient or lacking

5-6 points: Proponent response to criteria meets basic expectation

7-8 points: Proponent response to criteria exceeds basic expectation

9-10 points: Proponent response to criteria greatly exceeds basic expectation

The full scoring matrix can be viewed as an attachment, labeled “Albright Dam Removal Progressive Design Builder RFP Scoring Matrix.” The Proposals will be reviewed and scored by the review committee comprised of FOC staff (Executive Director, Associate Director, and the Conservation Program Manager). Scores will be added among reviewers and the highest scored Proponents may be offered interviews.

3.2. Evaluation and Selection Process

All Proposals received will be evaluated to determine the extent to which they comply with the RFP document requirements. Proposals that fail to meet a material RFP document requirement may be rejected. Immaterial deviations may be waived or may cause a Proposal to be rejected if not corrected upon request.

Following Proposal scoring, FOC may create a short list of no more than three Proponents that it considers to be the most qualified. These Proponents may be interviewed by FOC and selected project partners, if determined to be necessary. Proponents should be prepared to discuss with specificity the Proponent’s capacity and proposed approach to conduct this work in compliance with schedules, budget, and expectations. FOC will notify each short-listed Proponent to schedule individual times for the interviews, if they are deemed necessary.

Notwithstanding scoring, no contract will be awarded to any Proponent that is listed as excluded from federal programs in the SAM.gov excluded parties list.

3.3. Protest Procedures

Any Proponent that believes the selection process has not been conducted in accordance with this RFP may file a written protest with the FOC Executive Director within seven (7) calendar days after the date of the award notification. The protest shall set forth in detail the specific grounds for the protest and the relief requested. FOC shall review the protest and issue a written determination within fourteen (14) calendar days of receipt.

4. PROCESS AND REQUIREMENTS FOR PROJECT AGREEMENT

4.1. Project Agreement

Via an addendum, FOC shall provide a draft form of the Project Agreement prior to the deadline for Questions on May 15. Following the evaluation process, FOC shall notify the selected Proponent in writing, via email, that it is the preferred candidate. Upon such notice, the Proponent will be asked to submit a definitive fee schedule for Phase 1A of the Project, understanding that fee schedules for Phases 1B and 2 will be negotiated subsequently.

FOC and the selected Proponent shall negotiate terms of the Project Agreement, including reasonable fee schedule for the services needed in Phase 1A. If FOC and the selected Proponent do not agree on the terms of the Project Agreement, FOC reserves the right to terminate negotiations with that entity and undertake negotiations with another qualified Proponent, in order of their ranking.

By submitting this RFP, each Proponent acknowledges that it (including subcontractors) expects that the Project Agreement will include terms as described in Section 4.2. FOC reserves the right to modify or update the terms described in Section 4.2, in the draft Project Agreement provided prior to May 15, 2026 and in subsequent negotiations with the selected Proponent.

4.2. Content of Project Agreement

In developing its Proposal, a Proponent should be aware that FOC expects to include the following terms in the Project Agreement.

4.2.1. General Performance Requirements

The Project Agreement will provide that the Contractor will furnish all materials, qualified staff, equipment and tools necessary to conduct and complete the Project per the Project plans and specifications, and per permit requirements. The Contractor will maintain an adequate workforce to ensure timely completion of the work. The Contractor will work cooperatively with FOC staff and other designated parties during the Project.

The Contractor will be solely responsible for safety precautions and programs in connection with the performance of the work. The Contractor will comply with all applicable federal, state, and local safety laws, regulations, and standards.

4.2.2. Schedule

The Project Agreement will provide that time is of the essence with respect to the Contractor's performance of the work. The Contractor will perform the work in accordance with the Project schedule as set forth in the Project Agreement and as may be amended by mutual written agreement.

4.2.3. Payment Terms

The Project Agreement will provide Contractor will submit monthly invoices to FOC for work performed during the preceding month, accompanied by such supporting documentation as FOC may reasonably require, including certified payroll records as required under the Davis-Bacon Act.

4.2.4. Change Orders

The Project Agreement will include procedures for submittal, review, and approval of any Change Orders.

4.2.5. Inadvertent Archaeological or Historical Discoveries

The Project Agreement will provide that, in the event any archaeological or historic materials are encountered during Project activity, work in the immediate area will stop, and remedial actions will be taken.

4.2.6. Insurance

The Project Agreement will include insurance requirements. For Phase 1A, the Contractor will obtain and maintain Workers' Compensation insurance as required by law; Professional Errors and Omissions insurance an amount not less than \$2,000,000; Automobile Liability with bodily injury limits of at least \$1,000,000 per accident; and Commercial General Liability (CGL) insurance in an amount not less than \$2,000,000 Aggregate. Contractor will also maintain Commercial Excess Liability or Umbrella coverage as specified in the Project Agreement. The Project Agreement will provide that, before the start of each subsequent phase, FOC and the Contractor will amend the Project Agreement to adjust the amounts as appropriate. All such insurance coverage will be obtained from companies that are authorized to provide such coverage and that are authorized by the WV Commissioner of Insurance to do business in West

Virginia. The Project Agreement will provide that the Contractor include FOC, FirstEnergy, Mon Power, and the State of West Virginia as additional insureds on a primary and noncontributory basis on its policies.

4.2.7. Warranty

The Project Agreement will provide that the Contractor will provide a warranty for a specified term for Project components.

4.2.8. Intellectual Property

The Project Agreement will provide that work products prepared by the Contractor in connection with the Project will be the sole property of FOC. The Project Agreement will provide that the Contractor will maintain the confidentiality of all proprietary, sensitive, or non-public information received from FOC or generated in connection with the Project.

4.2.9. Acknowledgement of Funders

The Project Agreement will provide that, as directed by FOC, the Contractor include acknowledgement of the funder(s) of the project when using any data or information developed under this Project Agreement (e.g., in posters, reports, publications, signs, presentations, websites, etc.).

4.2.10. Access to Records

The Project Agreement will provide that the Contractor retain records to verify accounts and data affecting fees or performance for review by the State Auditor and the State's Purchasing Division for a period of three (3) years. However, if any audit, litigation, or other action arising out of or related in any way to this Project is commenced before the end of such retention period, the records will be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the applicable record retention period, whichever is later.

4.2.11. Compliance with Federal Laws related to Foreign Entities

The Project Agreement will provide that, in compliance with the law as provided in the USA Patriot Act (Pub. L. No. 107-56) and the Foreign Corrupt Practices Act (Pub. L. No. 95-213), the Contractor certifies that the Contractor and the Contractor's key employees 1) have not provided, and will take all reasonable steps to ensure that they do not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts; 2) do not appear on lists of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury's Office of Foreign Assets Control (available online at <https://sdnsearch.ofac.treas.gov/>) or of individuals

or entities designated by the United Nations Security Council Sanctions Committee as associated with a federally designated Foreign Terrorist Organization (available at <http://www.state.gov/j/ct/rls/other/des/123085.htm>); and 3) have not and will not make, give, promise, or offer any payment, directly or indirectly, to any foreign government employee or official (a) in contravention of any U.S. or other applicable law or regulation and (b) without the express consent of the government for which the employee or official works, if the payment is intended to influence any official government act or decision, to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty, or to obtain or retain business for, or direct business to any individual or entity.

4.2.12. Compliance with Non-Discrimination Laws

The Project Agreement will provide that the Contractor will take affirmative action in complying with all federal and state requirements and laws concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights.

Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

4.2.13. Disadvantaged Business Enterprise Participation

The Project Agreement will encourage the Contractor to make good faith efforts to utilize disadvantaged business enterprises (DBEs), small businesses, minority-owned businesses, and women-owned businesses as subcontractors and suppliers in the performance of the work. The Contractor will document its good faith efforts and report to FOC on a quarterly basis regarding the participation of such enterprises. Proponents are encouraged to describe their approach to DBE and small business participation in their Proposal.

4.2.14. Termination

The Project Agreement will provide procedures and standards for termination for convenience

and for cause.

4.2.15. Reservations

The Project Agreement will provide that, if FOC is unable to complete the acquisition of the dam, FOC reserves the right to terminate the Project Agreement without liability to any Proponent or Contractor, except for payment of fees earned for work performed through the date of termination.

The Project Agreement will provide for an amendment before the commencement of Phase 2. The amendment will state a Guaranteed Maximum Price (GMP) for completion of the Project. As part of Phase 1B, the Contractor will propose such a GMP, including a detailed record for the price. FOC will evaluate that proposed GMP taking into account funds that it holds, or may reasonably expect to secure, for the purpose of such completion. FOC and the Contractor will undertake to resolve the terms of the amendment stating the agreed-to GMP. In the Project Agreement, the FOC will reserve the right to terminate the agreement, if the parties do not agree on such amendment. In the event of such termination, the Contractor will be entitled to payment for all services rendered and costs properly incurred through the effective date of termination.

4.2.16. Reference Documents

The Project Agreement will include Reference Documents, which are available for review at the following link:

https://www.dropbox.com/scl/fo/iu3i6ob91wcq9h0q4n1ze/AMQG_0XI6oFwxQkxltrRgU?rlkey=1anrgrdudmfdz4b0d0kzpyzun&st=c5x25oba&dl=0

- Albright Dam Removal Progressive Design Builder RFP Scoring Matrix
- Albright Dam Removal 30% Design Report 2023
- Albright Dam Draft 30% Design Plans 2023
- Albright Dam Removal Feasibility Study
- Expected Federally Required Terms for Final Contract
- Albright Dam Removal Anticipated Permitting Milestones