

**Martinsburg Readiness Center
Addition/Alteration
Design EOI
Solicitation CEOI ADJ2400000005
WV Army National Guard
731 Novak Drive
Martinsburg, West Virginia**

RECEIVED
2024 JUN 25 AM 9: 55
WV PURCHASING
DIVISION

**NEWCOMER ASSOCIATES
1105 Sheller Avenue
Chambersburg, PA 17201
Phone: 717-263-0101
Fax: 717-263-7380**

NEWCOMER ASSOCIATES

architecture + engineering



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NEWCOMER ASSOCIATES architecture + engineering
structural / mechanical / electrical in-house engineering

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TRIAD ENGINEERING

geotechnical / civil engineering

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Jennifer A. Greenlee, AIA, LEED AP

T. Kim Jackson, P.E.

Matt J. Runyon, P.E., C.B.O.

NEWCOMER ASSOCIATES

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Solicitation CEOI 0603 ADJ2400000005

Martinsburg Readiness Center Addition/Alteration Design EOI
WV Army National Guard
731 Novak Drive
Martinsburg, WV 25405

STATEMENT OF QUALIFICATIONS

Newcomer Associates, just 45 minutes from Martinsburg in Chambersburg, PA offers the WV Army National Guard not just local, but also integrated A/E design services for the Readiness Center Addition/Alteration from the region's only firm with in-house architectural, structural, mechanical, electrical design and engineering. Please see our Capability Statement following; we are a certified small business with 19 staff.

This is especially efficient for additions and renovations, as we provide our clients with readily accessible contact with each team member from day one of a project. It also allows us to consider all disciplines' parameters and impact from programming through construction administration. In-house engineering gives us the ability to pull personnel as needed to meet delivery schedules, as well as provide prompt response to questions throughout design and construction. Our senior personnel proposed will provide responsive and effective architectural and engineering services to establish scope and design development through 35% completion.

Our public work experience inclusive of federal funding requirements is demonstrated through county and municipal work, as well as our current indefinite delivery contract for A/E services to the City of Hagerstown, MD. We also have ongoing work with the Franklin County Commissioners for a magisterial district court building under construction. Other past public projects include the Hedgesville, WV library working with the Martinsburg-Berkely County Library Commission.

Our mechanical engineer, Shane Park served with the Army National Guard in Michigan, and Kathi Chesnut, one of our full-time construction administrators, served in the US Navy and would be honored to assist the Guard.

We are teaming with Triad Engineering for civil and geotechnical engineering who has previously worked in Martinsburg with the Air National Guard.

Please call with any questions regarding these submitted qualifications. Thank you very much for considering Newcomer Associates.

Jennifer A. Greenlee, AIA, LEED AP

T. Kim Jackson, P.E.

Matt J. Runyon, P.E., C.B.O.

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INTEGRATED PROJECT DESIGN



THE ONLY REGIONAL DESIGN FIRM WHO OFFERS IN-HOUSE INTEGRATED PROJECT DESIGN

- A single source for Architecture, Interior Design, Structural, Mechanical, Plumbing and Electrical Engineering services to save you time and expense on new construction and renovation projects.

COMPONENTS OF INTEGRATED PROJECT DESIGN:

- Immediate Owner access to all Team members.
- Immediate and continuous structural, mechanical, electrical insight and feedback during design and construction.
- Integrated mechanical system assessment and selection critical to all sustainable 'Green' projects.
- Shorter design time and schedule control of engineering for on-time drawing completion.
- Cost effective building systems coordination respecting Owner's budget.

BENEFITS TO THE OWNER:

- Coordinated documents result in tight bid ranges and reduced construction time typically.
- Our Integrated Project Design approach typically reduces change order percentages as compared to our competition.
- Integrated design creates a better performing building with greater lifespan.
- Sole source of design responsibility.
- Most important:
Less construction cost.



CAPABILITY STATEMENT

CERTIFIED
SMALL BUSINESS

CAGE 5AZZ5
DUNS 134820182
NAICS 541310
541330

www.newcomerassociates.com



'What most impressed me about you and your firm was how quickly you were able to accommodate the drastic changes to the initial plans...I believe this project was one of the first the County has had which was finished before the deadline.'



Joleen G. Sullivan, Director
Department of Citizen Services, Carroll County
Drug Treatment Facility

'Newcomer Associates performed professionally and the communication and coordination with our project teams were excellent. The project was successfully completed on time and under budget with minimal change orders directly related to the architectural and engineering design of the building.'

James A. Martin, President
Martin's Famous Pastry Shoppe, Inc.

'Newcomer Associates Inc. has been involved in all aspects of our project planning and implementation work and has successfully delivered these projects within our budget and schedule parameters. They have assisted us with our programming, and provided feasibility studies and full architectural and engineering services. Their personnel work well in a team environment and consistently provided effective coordination. Site services during construction and all aspects of coordination with the General Contractor were well handled.'

Preston Rivers, Project Manager
National Church of God and Bible College

PROJECT TYPES:

Hospitality

Senior Living

Warehouse/Industrial

Libraries

Offices

Churches

Financial/Institutional

Restaurants

LEED Projects

PROVIDING INTEGRATED PROJECT DESIGN FOR OVER THIRTY YEARS



NEWCOMER ASSOCIATES

Kim Jackson, P.E., LEED Green Associate
Principal
kjackson@newcomerassociates.com

Jennifer A. Greenlee, A.I.A., LEED AP BD+C
Principal
jgreenlee@newcomerassociates.com

Matt Runyon, P.E., LEED Green Associate
Principal
mrunyon@newcomerassociates.com

1105 Sheller Avenue

Chambersburg, Pennsylvania 17201

717.263.0101

MARTINSBURG READINESS CENTER ADDITION/ALTERATION DESIGN EOI

SOLICITATION CEOI 0603 ADJ2400000005

WV ARMY NATIONAL GUARD

731 NOVAK DRIVE

MARTINSBURG, WEST VIRGINIA

NEWCOMER ASSOCIATES

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JENNIFER A. GREENLEE, AIA

PRINCIPAL IN CHARGE

CIVIL / GEOTECHNICAL ENGINEER

ARCHITECT / ENGINEER

Triad Engineering

Newcomer Associates

Practice Leader,
Geotechnical Engineering Department:

Stephen J. Gyurisin, PE
WV License [REDACTED]

Project Engineer:

Eric H. Iser, PE
WV License [REDACTED]

Senior Geotechnical Engineer:

Raymond A. Strother II, PE
WV License [REDACTED]

Project Architect:

Jennifer A. Greenlee, AIA
WV License [REDACTED]

Structural Engineer:

T. Kim Jackson, PE
WV License [REDACTED]

Mechanical/Electrical Engineer

Shane C. Park, PE
WV License [REDACTED]

PRINCIPAL

Jennifer joined Newcomer Associates in 1991. Her primary responsibilities include serving as Project Manager for various project types including religious, educational, senior living, and institutional buildings. Specifically, she aids clients in developing programs and masterplans, and oversees projects from schematic design through the preparation of construction documents. Since joining the firm, Jennifer has worked on over 60 church master plans and building projects through various stages of design. These range from smaller additions and renovations of existing facilities to the phased masterplanning of 234,000 s.f. of new construction. She has also been involved with masterplanning municipal projects incorporating the public in the programming and design process.

Formerly with Bushey Associates of Hagerstown, Maryland, Jennifer has served as Project Architect on correctional, commercial, and educational projects. She also worked for the Kling-Lindquist Partnership in Philadelphia in project design, presentation, and documentation.

Jennifer earned a Bachelor of Environmental Design degree from Miami University, Oxford, Ohio, and a Master's Degree in Architecture from the University of Pennsylvania. Her thesis concerned congregational participation in the architectural design process. Jennifer was initially registered in Virginia in 1992 as an Architect and has since received NCARB certification providing reciprocal licensing in many additional states. She is also a member of the Historic Architectural Review Board in Mercersburg, Pennsylvania.



PRINCIPAL

Kim is a licensed structural engineer practicing since 1994 and joined the Firm in 1995. He has a Bachelor of Architectural Engineering with Structural Emphasis from Penn State University.

Kim is the head of our structural department. He oversees or designs all building structural systems. His experience includes work on post-tensioned precast concrete, steel frame, masonry, and wood frame structures. In addition to buildings, Kim has experience in bridge and retaining wall design.

Since joining Newcomer Associates, Kim has designed and detailed load bearing masonry structural systems for hotels and various private assisted living residences. He has incorporated timber framed arched roof designs for church projects and performed structural steel designs for churches, banks, manufacturing facilities, and hotels.

Kim has also designed multi-story load-bearing masonry structures with pre-stressed hollow core pre-cast concrete plank floor systems. The building designs were governed by seismic forces according to the current IBC code.

Kim also has experience with AutoCad and uses RISA 3D for all structural engineering analysis. He has developed various Excel spreadsheets for masonry wall stiffness analysis, composite steel beam design, timber frame design, and for many other structural elements.

Kim is registered in numerous states and is a member of NCEES which enables licensure in 48 states.

Kim is a member of AISC and NSPE.



ADDITIONAL TEAM MEMBERS

ARCHITECTURAL DESIGNER

Ryan V. Bigham

Professional design experience: 1998 to present

Education:

Masters in Architecture

North Carolina State University 1998

Concentration: Urban & City Development

Bachelor of Science in Architecture

Penn State University 1996

Minor in Architectural History

Penn State University 1996

MECHANICAL/ELECTRICAL ENGINEER

Shane C. Park, P.E., LEED Green Associate

Director of Mechanical & Electrical Engineering

Professional design experience: 1996 to present

Education:

Bachelor of Science

Michigan State University 1996

GRADUATE ELECTRICAL ENGINEER

Loren M. Ramer

Professional design experience: 2022 to present

Education:

Bachelor of Architectural Engineering

Penn State University 2023

CONSTRUCTION ADMINISTRATORS

Kathi Chesnut, CDT

Professional construction administration experience: 2003 to present

Education:

Member of CSI: 2006 to present

Certified Construction Document Technician

Administered LEED Silver and LEED Certified hospitality projects.

Jake Fore

Professional construction administration experience: 2007 to present

Education:

Associates Degree in Building Construction Technology

Pennsylvania College of Technology, 2007

Administered LEED Certified hospitality projects.



PROJECT MANAGEMENT PLAN FOR THE MARTINSBURG READINESS CENTER

- I. Management Approach
 - a. Newcomer Associates as project lead will review project to confirm scope, schedule, and budget intent with the WV Army National Guard and Triad Engineering.
 - b. Phase 1 will schedule and provide programming, schematic design, and design development through 35% completion.
 - c. Future Phase 2 project schedule will include 65%, 95% and 100% CD/Bid Set with dates to be established. WV Army National Guard milestone review dates will be included, and tasks assigned to team members with interim progress coordination meetings scheduled.
 - d. Team will review and provide respective task schedules with interim status reports at project coordination meetings.
 - e. Newcomer will record and distribute design meeting minutes, and follow up on completion/resolution of outstanding issues.
- II. Team Organization
 - a. Please see included Organizational Chart with assigned personnel and professional registration numbers.
- III. Quality Control Procedures
 - a. Each milestone will be checked against scheduled completion with review if needed to address overall schedule and make up of projected time as necessary.
 - b. Each milestone will be checked by Newcomer Associates for project coordination and resulting options/modification of any impacted disciplines to maintain scope and budget intent.
 - c. Newcomer Associates will have in-house same discipline non team member personnel review each milestone for objective review and comment of developing scope.
 - d. Team will submit narrative record of respective quality control review at each milestone.

Jennifer A. Greenlee, AIA, LEED AP

T. Kim Jackson, P.E.

Matt J. Runyon, P.E., C.B.O.

IV. Cost Controls

- a. Newcomer will provide Phase 1 RS Means sf conceptual estimating.
- b. Phase 2 continued review at each milestone for general budget assessment of developing scope with comment as necessary regarding previous phase estimate. Alternate products and systems will be presented for WV Army National Guard review for potential savings as necessary with appropriate bid alternates established.
- c. Civil consultant will also report at design coordination meeting respective developing scopes of work and budget assessment.
- d. Newcomer will summarize budget tracking at each milestone.

V. Coordination of In-house disciplines and civil engineering.

- a. In-house disciplines and civil engineer will be coordinated as noted above.
- b. Sharefile (or secure site as necessary) web based team documents will be hosted and access distributed by Newcomer to the WV Army National Guard and the design team.

VI. Similar Experience

- a. Newcomer Associates has managed public projects for the City of Hagerstown, MD, Franklin County, PA and Washington Township, Waynesboro, PA
- b. Newcomer has managed international projects and consultants for Volvo, JST of Harrisburg, and Hershey Entertainment.
- c. Newcomer has managed production projects for Volvo, Nursery Supplies of Chambersburg, PA and Martins Famous Potato Rolls in multiple states.

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SIMILAR PROJECTS: (See following project sheets for additional data)

1. City of Hagerstown, MD Miscellaneous Projects

Contact: Jim Bender, City Engineer JBender@hagerstownmd.org

- a. Hub City Parking Garage
- b. 32 N Potomac Office Renovation
- c. City Park Restroom Facility

2. Washington Township Administrative Office & Police Department

Waynesboro, PA

Contact: Vernon Ashway, Township Manager vla@washtwp-franklin.org

3. Franklin County Commissioners Miscellaneous Projects

Contact: Carrie Gray, County Administrator/Chief Clerk cegray@franklincountypa.gov

- a. Magisterial District Court 39-2-01
Chambersburg, PA
- b. Magisterial District Court 39-3-06
Mercersburg, PA
- c. Magisterial District Court 39-3-05
Greencastle, PA

4. Waynesboro Ambulance Squad

Waynesboro, PA

5. Hedgesville Library

Hedgesville, WV

NEWCOMER ASSOCIATES

architecture + engineering

City of Hagerstown
at
Hagerstown
Maryland

Project Description:

Full-service architectural, structural, HVAC, electrical, and construction administration services to be provided via open ended contract; satisfactory services to date have resulted in contract renewal.

Project List (Partial):

2-6 N. Potomac Street

- *Office Renovation*

32 N. Potomac Street Building Renovation

- *Customer Service Department*

- *Department of Community & Economic Development*

Parking Garage for 398 Parking Spaces

Elevator Replacement Project

City Park Toilet Rooms Facility

Structural Renovations for Misc. Buildings



NEWCOMER ASSOCIATES

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Washington
Township

Administrative
Office
&
Police Department

at

Waynesboro
Pennsylvania

Project Type:

Shared Office Complex for the
Washington Township Administrative Office
&
Washington Township Police Department

Square Footage:

Office Complex	12,121 s.f.
Carport Structure	3,589 s.f.

Project Description:

Phase I of a multi-phased campus masterplan to accommodate Township Administrative Offices, Police Department, Tax Office, shared secured lobby, shared meeting rooms and office amenities, integrated future office expansion foresight with ready building foundations, and secured multi-bay carport.

In addition, site was masterplanned and graded for forthcoming service garage, salt building, multi-bay vehicular garage, and secondary site access.

Participants:

Newcomer Associates
R. Lee Royer & Associates
GRC General Contractor, Inc.





CITY OF HAGERSTOWN, MARYLAND

Engineering Department

February 28, 2023

TO: Whom it May Concern

FROM: Rodney Tissue, City Engineer

RE: **Newcomer Associates**
Letter of Reference

The purpose of this memo is to recommend *Newcomer Associates*.

Newcomer is one of two firms we currently retain as part of an "Indefinite Services" contract to provide various architectural and engineering services. Over the last two years, we worked closely with *Newcomer's* staff on numerous public projects including building mechanical upgrades, roof replacements, building renovations, new building design and construction and design of a proposed 397-space parking deck

We are completely satisfied with their work and recommend them to you. We have found them to be reasonably priced, efficient, thorough and timely with their design submissions to our office. Their staff from top-to-bottom is professional, knowledgeable and accessible.

One significant advantage you will benefit from is that unlike similar firms in the area, *Newcomer* offers complete services of architectural design but also in-house mechanical and structural engineering. This is efficient and minimizes the need for sub-consultants and the challenges they can bring to a project. Their construction administration services are also a valuable asset to a project's successful completion.

I am happy to recommend their services. If you have any questions, feel free to call our office at 301-739-8577 Ext 125.



1779

WASHINGTON TOWNSHIP SUPERVISORS

13013 WELTY ROAD, WAYNESBORO, PA 17268

Phone: (717) 762-3128 Fax: (717) 788-0372

Website: www.washtwp-franklin.org

February 28, 2023

To Whom It May Concern:

Washington Township worked with Newcomer Associates of 1105 Sheller Ave, Chambersburg, PA, to design a new facility for our Municipal Administrative Office and Police Department. The new facility is a little over 12,000 square feet and includes, along with the Administrative Offices and Police Station, office space for the Tax Collector, Building Inspector, Planning and Zoning Department and Code Enforcement.

Newcomer has a valued understanding of how Municipal Government/Police Departments operate and was able to make numerous suggestions to help us through the design and specification process. After the design process, they helped us through the advertising and bidding process and advanced directly to the award and ultimately the construction phase. During construction we were awarded RACP (Redevelopment Assistance Capital Program) funding, and Newcomer has been instrumental in helping us comply with the Grant Regulations.

Washington Township is very comfortable recommending Newcomer Associates to be a part of any Municipal Project.

Should you have any questions or require further information, please do not hesitate to contact me at 717-762-3128 or jbg@washtwp-franklin.org.

Sincerely,

Jeffrey B. Geesaman

Township Manager



Franklin County Commissioners' Office

340 North Second Street
Chambersburg, PA 17201-8969
commissioners@franklincountypa.gov
Telecommunication Device for Deaf (717) 264-8474
(717) 261-3812

COMMISSIONERS
David S. Keller, Chairman
Robert L. Thomas
Robert G. Ziobrowski

**County Administrator/
Chief Clerk**
Carrie E. Gray

**Assistant County
Administrator**
Steven A. Nevada

Project Manager
John A. Hart

County Solicitor
Mary Beth Shank

Assistant County Solicitor
Hannah Herman Snyder

To Whom it May Concern:

I would like to fully recommend Newcomer Associates for municipal architectural and building engineering services. The firm recently completed a third magisterial district court facility for Franklin County, PA. This involved a relocation and renovation/addition in historic Mercersburg, PA. Jennifer Greenlee and team worked closely with the County and District Court staff to coordinate spatial and technical needs, as well as County supplied materials.

This involved a preliminary phase of solicitation and location assessment, review with staff, and distribution of progress construction documents for preliminary pricing. With location and scope confirmed, final design was completed to conform with budgeting. Their in-house team worked with our staff for mechanical and electrical system requirements as well as interior design preferences. Full construction administration was provided with prompt submittal review and response to questions from the field.

The budget compliance and renovation design efficiency and dignity of the new court room exceeded our expectations. We have just begun a similar process for a new facility for the County Coroner with Newcomer Associates and recommend their services without reservation.

Please contact me with any questions

Sincerely,

A handwritten signature in blue ink that reads "Carrie E. Gray".

Carrie E. Gray, M.A.
County Administrator/Chief Clerk
Franklin County Government
340 N. Second St.
Chambersburg, PA 17201
email: cegray@franklincountypa.gov





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Strickler Agency - Carlisle 95 Alexander Spring Rd Carlisle PA 17015	CONTACT NAME: PHONE (A/C, No, Ext): 717-243-2921 FAX (A/C, No): 717-243-6543 E-MAIL ADDRESS: certificates@stricklerins.com
INSURED Newcomer Associates Lori Newman 1105 Sheller Avenue Chambersburg PA 17201	INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 10677

COVERAGES**CERTIFICATE NUMBER:** 985307398**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPP 0162685	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EBA 0162685	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	EPP 0162685	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	Y N/A	EWC 0347807	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage applies on a primary/non-contributory basis to additional insureds if required by written contract with named insured. Ongoing/completed operations included. Waiver of Subrogation applies if required by written contract with named insured.

CERTIFICATE HOLDER**CANCELLATION**

WV Army National Guard
170 Coonskin Drive
Charleston WV 25311

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement or this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chester & Associates, LLC 50 South First Avenue Coatesville, PA 19320	CONTACT NAME: Hawley C. Chester	FAX (A/C, No): 610-383-3886	
	PHONE (A/C, No, Ext): 610-383-3884	E-MAIL ADDRESS: hchester@rswinsurance.co	
INSURED Newcomer Associates, Inc. 1105 Sheller Avenue Chambersburg, PA 17201	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: HDI Global Specialty SE		AA1340041
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability Claims-Made Pollution Liability Claims-Made			FRH-H-PL-00000880-01	07/07/2023	07/07/2024	Each Claim Aggregate	\$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**WV Army National Guard
1707 Coonskin Drive
Charleston, WV 25311

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

State of West Virginia
Centralized Expression of Interest

Proc Folder: 1447309

Doc Description: Martinsburg Readiness Center Addition/Alteration Design EOI

Reason for Modification:

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2024-06-11	2024-06-25 13:30	CEOI 0603 ADJ2400000005	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name : Newcomer Associates

Address :

Street : 1105 Sheller Avenue

City : Chambersburg

State : Pennsylvania

Country : USA

Zip : 17201

Principal Contact : Jennifer A. Greenlee

Vendor Contact Phone: 717-263-0101

Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline

804-558-0067

david.h.pauline@wv.gov

Vendor
Signature X

Jennifer A. Greenlee 6/21/24
Jennifer A. Greenlee

FEIN# 25-1409836

DATE

6.21.24

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

ADDITIONAL INFORMATION**35% Design Award Process**

The West Virginia Purchasing Division, for the agency, the West Virginia Army National Guard, Construction and Facilities Management Office, is soliciting Expressions of Interest from qualified firms to provide professional architectural and engineering design services to develop construction documents for the construction of a new Readiness Center, in Martinsburg WV, per the attached documentation.

INVOICE TO	SHIP TO
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR CHARLESTON WV 25311 US	ADJUTANT GENERALS OFFICE WV ARMY NATIONAL GUARD 731 NOVAK DRIVE MARTINSBURG WV 25405 US

Line	Comm Ln Desc	Qty	Unit Issue
1	Martinsburg Readiness Center Addition/Alteration Design EOI		

Comm Code	Manufacturer	Specification	Model #
81101508			

Extended Description:

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

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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EXPRESSION OF INTEREST

Martinsburg Readiness Center Addition-Alteration

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- 6. Section Five: Terms and Conditions**
- 7. Certification and Signature Page**

SECTION ONE: GENERAL INFORMATION

- 1. PURPOSE:** The Acquisitions and Contract Administration Section of the Purchasing Division ("Purchasing Division") is soliciting Expression(s) of Interest ("EOI" or "Bids") for the West Virginia Army National Guard, Construction and Facilities Management Office ("Agency"), from qualified firms to provide architectural/engineering services ("Vendors") as defined herein.
- 2. PROJECT:** The purpose of the project for which bids are being solicited is to provide architecture and engineering design services and to provide construction bid documents suitable for advertisement using state purchasing procedures, meeting all current building codes, ADA compliance, force protection standards and to perform construction administration services. This project will consist of two phases. This initial phase will require that the awarded vendor provide a design for the construction that is to the 35% completion level. That partial design will then be utilized by the Agency to secure additional federal funding for the complete design and the construction. If additional federal funding is obtained, Phase 2 will include the completion of the remaining 65% of the construction design, assistance in competitive bidding for the construction work, and construction administration once a construction contract is awarded. The project will include the construction of an addition/alteration to the Martinsburg Readiness Center located at 731 Novak Drive, in Martinsburg, WV. The current facility is approximately 87,000 square feet and requires an addition to the current structure to fully support the mission of the facility. (Project). **The award, execution and completion of this contract is contingent upon receipt of funding.**

SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on the next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

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

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

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: No questions will be accepted.

Submit Questions to: N/A
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: David.H.Pauline@wv.gov

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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

Bid Opening Date and Time: June 25, 2024, at 1:30 pm., est.

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

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

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

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

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

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

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

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

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

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

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

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

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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

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

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

SECTION THREE: PROJECT SPECIFICATIONS

1. **Background:** The Agency is seeking the services of a qualified professional architectural firm to design and develop construction documents, to the 35% completion level in this initial phase, for the construction of an addition to the Martinsburg Readiness Center located in Martinsburg, Berkeley County, WV. The existing structure, needs an addition and alterations to fully support the current mission requirements. This facility will be used by soldiers in training and will be renovated to support elements of the West Virginia Army National Guard Command. If additional federal funding is secured, the full design and construction of the project will be completed.
2. **Project and Goals:** The project goals and objectives are listed below. Vendors should discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:
 - 2.1. Phase 1- provide a partial design that represents 35% of the design work that will allow the agency to provide a high-level overview of the Construction, including cost estimates, for the purpose of securing additional federal funding, including all engineering and architectural disciplines to prepare construction bid documents for West Virginia State Purchasing. Key design elements include utilizing energy efficient, economically and maintenance friendly equipment.
 - 2.2. Architect will provide all geotechnical work to include any necessary drill borings, designer shall be responsible for researching and investigating the location of existing underground and above ground utilities, and to provide drawings and specifications of all utility and road infrastructure as needed and directed by the owner and/or state agency, utility company or other approval authority for Martinsburg, West Virginia.
 - 2.3. Phase 2- If federal funds are secured and Phase 2 is authorized by the Agency, Phase 2 would require the selected Vendor to complete the following. (1) Design completion- vendor will complete the remainder of the project design with owner approvals required at 65%, 95% and 100% of construction bid drawing and specification completion. All designs must meet current building codes and military force protection and construction codes and regulations. (2) Competitive bid assistance- vendor will assist agency in the competitive bidding process for construction as needed, with responses to contractor questions and answers, design/specification modifications, and addenda preparation. (3) Construction Administration- vendor will perform construction administration services during construction of the project.

- 2.4. **Pricing-** Pricing for the full design, both Phases 1 and 2 will be negotiated and established in the contract resulting from this solicitation and the negotiations described below. However, the initial contract award will be in the amount of 35% of the full negotiated and established fee. If funding is secured for Phase 2, a change order will be completed to add the remainder of the negotiated and established fee, from the initial contract award. Vendor must be willing to hold design pricing for Phase 2 firm for at least 2 calendar years after contract award while the Agency attempts to secure additional federal funding for the completion of Phase 2, and assuming that funding is obtained, must be willing to hold pricing for bid assistance and construction administration firm for 2 calendar years plus the amount of time necessary to complete those activities after the award of the contract.
- 2.5. Drawings and specifications are to be submitted at 35% in this initial phase, then at 65%, 95% and 100% in the next phase pending approval of funding, cost estimates are to be revised and submitted with each submittal at 35% in the initial phase, then at 65%, 95% and 100% in the next phase pending approval of funding.
- 2.6. Provide construction bid services and administrative services to the Owner.
3. **Qualifications, Experience, and Past Performance:** Vendors must include a statement of qualifications and performance data. The statement of qualifications and performance data may be presented through things like information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and the project goals and objectives and how they were met.

- 4. Oral Presentations/Interviews:** The Agency will conduct individual interviews with the three vendors that are determined to be the most qualified to provide the required service. During oral presentations/interviews, vendors may not alter or add to their submitted proposal, but only clarify information already submitted. A description of the materials and information to be presented is provided below:

4.1. Materials and Information Required at Oral Presentation/Interviews:

“Evaluation and Award Process” will be conducted with the three (3) firms selected as the most qualified by the WVARNG-CFMO selection committee. The Committee will schedule the interviews.

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

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

SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOIs should be prepared simply and economically, providing a straight-forward, concise description of the firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
2. **BIDS MUST NOT CONTAIN PRICE INFORMATION:** The State shall select the best value solution according to W. Va. Code §5G-1-3. In accordance with Code requirements, no "price" or "fee" information is permitted in the Vendor's EOI response.
3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with W.Va. Code §5G-1-3. That Code section requires the following related to evaluation and award:
 - 3.1. **Selection Committee Evaluation and Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
 - 3.1.1. Evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
 - 3.1.2. Conduct interviews with each of the three firms selected.
 - 3.1.3. Rank the three selected firms in order of preference.
 - 3.1.4. And commence scope of service and price negotiations with the highest qualified professional firm.

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

Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified at a fee determined to be fair and reasonable, the agency will then commence negotiations with the second most qualified firm, and so on, until an agreement is reached or the solicitation is cancelled.
 - 3.2. **Three Firm Evaluation Rankings:** The Agency will evaluate the three firms that have been determined most qualified to perform the desired service. The evaluation criteria are defined in the Procurement Specifications section and based on a 100-point total score. Points shall be assigned based upon the Vendor's response to the

evaluation criteria as follows:

- Qualifications, Experience, and Past Performance (40) Points Possible
- Goals and Objectives: –
Anticipated Concepts and Methods of Approach (20) Points Possible
- Proposed project management,
Quality & Cost control plans (20) Points Possible
- Oral Interview (20) Points Possible

Total 100

SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

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

☐ **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.

☒ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

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

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

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

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

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

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

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

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

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

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

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

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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

☒ ****PLEASE MAKE INSURANCE CERTIFICATE HOLDER TO READ AS FOLLOWS**** WV Army National Guard 1707 Coonskin Drive, Charleston, WV 25311

☐

☐

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

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

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

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

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

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

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

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

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

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

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

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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

(Printed Name and Title) Jennifer A. Greenlee, AIA, Principal

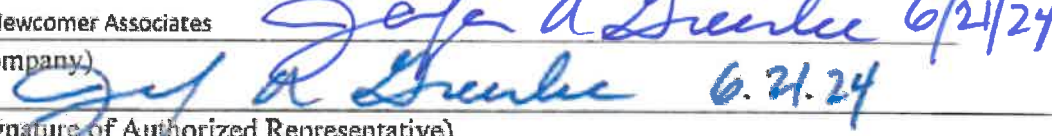
(Address) 1105 Sheller Avenue, Chambersburg, PA 17201

(Phone Number) / (Fax Number) 717-263-0101 / 717-263-7380

(email address) jgreenlee@newcomerassociates.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Newcomer Associates
(Company)  6/24/24
(Signature of Authorized Representative) J. A. Greenlee 6.24.24
Jennifer A. Greenlee, AIA, Principal
(Printed Name and Title of Authorized Representative) (Date)
717-263-0101 / 717-263-7380
(Phone Number) (Fax Number)
jgreenlee@newcomerassociates.com
(Email Address)



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

State of West Virginia
Centralized Expression of Interest

Proc Folder: 1447309

Doc Description: Martinsburg Readiness Center Addition/Alteration Design EOI

Reason for Modification:

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2024-06-11	2024-06-25 13:30	CEOI 0603 ADJ2400000005	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Triad Engineering, Inc.

Address : 1040 D

Street : Sherman Ave

City : Hagerstown

State : Maryland

Country : Washington

Zip : 21740

Principal Contact :

Vendor Contact Phone: 301-797-6400

Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor
Signature X

FEIN# 550592364

DATE 6/21/2024

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

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.

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Triad Engineering, Inc.

(Company)



(Signature of Authorized Representative)

Steve Gyurisin, PE 6/21/24

(Printed Name and Title of Authorized Representative) (Date)

301-797-6400

(Phone Number) (Fax Number)

sgyurisin@triadeng.com

(Email Address)

STATEMENT OF QUALIFICATIONS

Triad Engineering, Incorporated (Triad) is a full service engineering firm specializing in the areas of civil and geotechnical engineering and design, subsurface exploration, environmental assessment and remediation, construction monitoring and inspection, laboratory testing, surveying, drilling, and landscape architecture, among other earth science disciplines. Our work force includes civil, geotechnical and mining engineers, environmental scientists, landscape architects, geologists, hydrologists, chemists, surveyors, trained Computer-Aided Design (CADD) draftsmen, field and laboratory technicians, drillers, and support personnel.

Triad was founded in Morgantown, West Virginia in 1975 by three principals who molded the firm based on their belief that if the highest standards were maintained throughout all aspects of the company, they would earn their clients' respect, therefore ensuring the firm's continued growth. Today, Triad is 100% employee owned and operated and has a staff of more than 160 full-time employees working from nine office locations in Hagerstown and Frederick, Maryland; Winchester and Sterling, Virginia; Mechanicsburg and New Stanton, Pennsylvania; Morgantown and St. Albans, West Virginia; and Portsmouth, Ohio. We pride ourselves on a very low turnover rate, which adds to continuity and enhances the level of productivity and experience afforded by Triad.

Facilities and equipment available to support our staff have also grown substantially during the past forty years. We have developed a fleet of drill rigs and support vehicles to meet the needs of our field operations. Well-equipped material testing laboratories are maintained to provide support for our geotechnical engineering and construction-related projects. Each office maintains secure computer networks to support CADD functions, hydrogeologic evaluations, water balance modeling, roadway design, storm water management and surface water drainage design, stability analyses, risk assessment, survey data reduction, and mapping. These broad in-house capabilities give us better control over project schedule, quality, and cost, thereby minimizing problems that can occur during the various contract phases.

Triad employees pride themselves on their ability to provide clients with top-quality work that is on schedule and within budget. Our company is small enough to be responsive to the needs of our customers and large enough to remain at the forefront of scientific solutions. By providing an array of competent services, using modern equipment, and maintaining a well trained professional staff, Triad has maintained the founders' philosophies and proven that customer satisfaction results in good relationships and repeat business.

The following is a brief summary of the airport projects completed by Triad:

AIRPORT EXPERIENCE

Air National Guard Projects:

- C-5 Aircraft Apron Rehabilitation
- New Concrete Pad projects
- Pavement Renovation / New Construction

Air National Guard Geotechnical Projects:

- CC Facility
- Avionics Wing Addition
- Wetland Test Pits

Work at the E WVRA on the same facility just the civilian side for Chapman Technical Group owned by GRW:

- T-Hangar and Aprons
- General Aviation Apron Rehabilitation
- Rehabilitate Taxiways B & C

Other Airport Experience:

Luray Airport:

- T-Hangar Apron Project – Luray Airport

Winchester Regional Airport:

- Rehab of Runway 14-32
- Rehab and Relocate South Apron
- New Terminal Building (Outstanding proposal awaiting funding)

Warrenton-Fauquier Airport:

- Airport Beacon and Security
- New T-Hangar Site
- Airport Terminal
- Apron/Access Taxiway
- SR 610 Improvements

ADDITIONAL MILITARY EXPERIENCE

IDIQ A/E Surveying Services, USACE Huntington District, West Virginia

Electronic Data Collection, Topographic and Planimetric Surveys, GPS Survey, Control Survey, Structural Deformation Surveys, Land Surveys

Fort Detrick, Frederick, Maryland

Construction Testing and Inspection Services for the following projects:

- Substation #5
- Clean Lab #1425
- Building # 1545
- Substation #6
- Building #470
- New Loading Dock
- USAM Security Fence
- Building #322
- Communication Tower

Camp Dawson-Army National Guard Training Site, Kingwood, West Virginia

Materials Testing, reporting directly to Camp Dawson Quality Control Manager

Government Facilities, Undisclosed Locations

Geotechnical Investigation and Construction Testing and Inspection Services for the following projects:

Water tank, Multiple Communication Towers, Construction Layout, Geotechnical Investigation, and Construction Testing and Inspection Services for:

New hangar Construction Testing and Inspection Services for the following projects:

- New well house
- New pool facility
- Barracks and kitchen facility

IRS Building, Berkeley County, West Virginia

Site plan for new building and associated parking lot to include civil engineering design and land surveying.

Coast Guard Facility, GSA Computer Center, Berkeley County, West Virginia Site plan for new center to include civil engineering and land surveying.

ADDITIONAL AIRPORT EXPERIENCE

- Bridgeport/Clarksburg Airport, WV;
- Hagerstown Regional Airport, Washington County, MD;
- Front Royal-Warren County Airport, VA;
- Eastern Regional Airport, Martinsburg, WV;
- Morgantown Municipal Airport – Hart Field, Morgantown, WV;
- Tri-State Airport, Huntington, WV;
- Weyers Cave Airport, VA;
- Yeager Airport, Charleston, WV.



PROJECT NAME

West Virginia Air National Guard 167th Airlift Wing
Martinsburg, West Virginia

PROJECT DESCRIPTION

TRIAD has provided surveying services for the West Virginia Air National Guard for multiple years for new projects and for upgrades to existing facilities. These projects have been completed on-time and within budget. A few examples of completed projects are:

New parking apron is to provide parking for the newly acquired C-5 Aircraft. This apron will accommodate two airplanes as well as provide convenient access to the new squadron operations facility. The east runway extension will make it possible for the C-5 to take off and land while fully loaded. Project responsibilities included on-site soils and concrete testing, aggregate sampling from an on-site batch plant and from in-place stone sub-base. Triad was also responsible for operating an on-site concrete lab provided by the contractor which included molding and testing beams for flexural strength.

Boundary survey for land acquisition and lease.

Topographic survey for multiple base installations including the Avionic Building.

Detailed topography on existing runways for design of expansion and revitalization including approach lighting.

Construction lay-out of new fuel depot including all piping necessary for the transportation of aviation fuel and holding trucks.

Construction and lay-out services for the new C-5 expansion corrosion and control hanger and support infrastructure.

Establish horizontal and vertical control necessary for obtain FAA approval for night landing and take-offs, as well as lay-out of runway lighting.

CLIENT

WV Air National Guard
Martinsburg, WV

Head Inc.
4477 East Fifth Avenue
Columbus, OH 43219

CLIENT CONTACT

Mr. Bill B. Burkhardt, LTC, 167AW
(304) 616-5394

John Longstreth
(614) 338-8501

EMPLOYEE PERFORMANCE DATA

STEPHEN J. GYURISIN, PE

PRACTICE LEADER, GEOTECHNICAL ENGINEERING DEPARTMENT

Mr. Gyurisin is currently the Geotechnical Practice Leader for Triad's Eastern Region. He is responsible for management, monitoring and performance of geotechnical investigations, laboratory testing, field inspections and sinkhole remediation. Mr. Gyurisin is also responsible for specialty foundation inspections such as deep foundations and ground improvement systems and for slope stability investigation, analysis and design, including remediation and reinforced slopes. Mr. Gyurisin is responsible in the region for design and review of mechanically stabilized (reinforced) retaining walls and for management of the regional laboratory services. Specific experience has included projects for multi-story buildings, single-story industrial warehouses and commercial buildings, residential construction, roadways, bridges, storm water management facilities, concrete and segmental retaining walls, higher education projects, reservoirs and embankments, renewable energy projects and renovation, redevelopment and expansion projects. Mr. Gyurisin also has experience in construction monitoring, testing and inspections including concrete, soil, masonry, reinforcing steel, EIFS, structural steel, asphalt, fire stopping, and fireproofing.

Registrations & Licenses

- PE [REDACTED] Maryland
- PE [REDACTED] Virginia
- PE [REDACTED] West Virginia
- PE [REDACTED] District of Columbia
- PE [REDACTED] Pennsylvania

ERIC H. ISER, PE

PROJECT ENGINEER

Mr. Iser is currently a Project Engineer in the Civil Engineering Department. In this capacity, he is responsible for the design and layout of residential, institutional, commercial, industrial, roadway, utility, and water resource projects. These include the following facets of design and layout: storm water management plans, water quantity control and water quality through Environmental Sensitive Design Best Management Practices, storm drainage system analysis, detailed grading plans, erosion sediment control plans, sanitary sewer systems design and plans, water distribution and service design and plans, landscape plans, dam remediation plans, roadway engineering and construction design and plans, permitting through local, state and federal agencies, and land planning. Not only is he responsible for the designs but also for working with the client, attending public meetings, and processing the plans through the review agencies to obtain final approvals for permitting.

Registrations & Licenses

- PE [REDACTED] West Virginia

RAYMOND A. STROTHER II, PE

SENIOR GEOTECHNICAL ENGINEER

Mr. Strother is a Senior Geotechnical Engineer and Geotechnical Practice Leader for the Shenandoah Valley Region. He is responsible for monitoring geotechnical investigations, geophysical testing, site construction testing and monitoring, shallow and deep foundation inspections, dam/impoundment inspections, siphon design, karst mitigation and pre-blast surveys. Project experience includes coordination of drilling crew operations, performance of detailed geotechnical investigations ranging from small commercial/residential projects to multi-million square feet industrial projects and VDOT/WVDOH projects and management of QA/QC monitoring and materials testing operations.

Registrations & Licenses

- PE, Virginia, [REDACTED]
- PE, West Virginia, [REDACTED]
- PE, Maryland, [REDACTED]
- NCEES Record [REDACTED]

AIRPORT SPECIFIC EXPERIENCE

TRIAD has completed Geotechnical, Quality Control, Environmental, Surveying, Civil services and Drilling services for airport projects including expansion, taxiway, upgrades, ramp rehabilitation, access road and many others for a number of airports. Some of our past project sites have included:

- Bridgeport/Clarksburg Airport, WV;
- Winchester, Virginia Regional Airport;
- Hagerstown Regional Airport, Washington County, MD;
- Front Royal-Warren County Airport, VA;
- West Virginia Air National Guard (WVANG), Martinsburg, WV;
- Eastern Regional Airport, Martinsburg, WV;
- Morgantown Municipal Airport – Hart Field, Morgantown, WV;
- Tri-State Airport, Huntington, WV;
- Weyers Cave Airport, VA;
- Yeager Airport, Charleston, WV.

TRIAD has the experience to handle most any type of airport improvements projects.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mountain State Insurance Agency 1206 Kanawha Blvd. E. Suite 100 Charleston WV 25301-2949		CONTACT NAME: Agusta Jarrett PHONE (A/C, No, Ext): (304) 720-2000 FAX (A/C, No): (304) 720-2002 E-MAIL ADDRESS: AEArthur@mountainstateinsurance.com	
INSURED Triad Engineering Inc. 1075 Sherman Ave Hagerstown MD 21740		INSURER(S) AFFORDING COVERAGE INSURER A: American Select Insurance Company INSURER B: NorthStone Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19992 13045	

COVERAGES **CERTIFICATE NUMBER:** 23 24 Maryland **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CMM4150717	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> Primary/ Non-Contributory						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CMM4150717	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CMM4150717	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED RETENTION \$						\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCN6006971	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WV Code 23-4-2
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Ohio Employers Liability			CMM4150717	07/01/2023	07/01/2024	E.L. Each Accident 1,000,000
							E.L. Each Employee 1,000,000
							E.L. Policy Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER WV Army National Guard 1707 Coonskin Drive Charleston WV 25311	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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WEST VIRGINIA BROAD FORM EMPLOYERS LIABILITY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because West Virginia is shown in Item 3.A. of the Information Page.

Item 1. of Section F. Payments You Must Make of Part One (Workers Compensation Insurance) of the policy is replaced by:

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct, or arising out of West Virginia Annotated Code §23-4-2.

Exclusion 5. of Section C. Exclusions of Part Two (Employers Liability Insurance) of the policy is replaced by:

C. Exclusions

This insurance does not cover:

5. Bodily injury caused by your intentional, malicious or deliberate act, whether or not the act was intended to cause injury to the employee injured, or whether or not you had actual knowledge that an injury was certain to occur, or any bodily injury for which you are liable arising out of West Virginia Annotated Code §23-4-2(d)(2)(A).

However, this exclusion does not apply to any bodily injury for which you are liable arising out of West Virginia Annotated Code §23-4-2(d)(2)(B).

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective:

Policy No.:

Endorsement No.:

Insured:

Premium:

Insurance Company:

Countersigned by _____

WC 99 03 04 A

(Ed. 6-15)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mountain State Insurance Agency 206 Kanawha Blvd. E. Suite 100 Charleston WV 25301-2949	CONTACT NAME: Agusta Jarrett PHONE (A/C, No, Ext): (304) 720-2000 E-MAIL ADDRESS: AEArthur@mountainstateinsurance.com FAX (A/C, No): (304) 720-2002																					
INSURED Triad Engineering Inc. 10541 Teays Valley Road Scott Depot WV 25560	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Gemini Insurance Company</td><td>10833</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Gemini Insurance Company	10833	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 23 24 PLI**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability including Pollution arising from Professional Services			HPMDP0044502	11/01/2023	11/01/2024	Each Claim 2,000,000 Annual Aggregate 4,000,000 Each Claim Deductible 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**WV Army National Guard
1707 Coonskin Drive

Charleston

WV 25311

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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