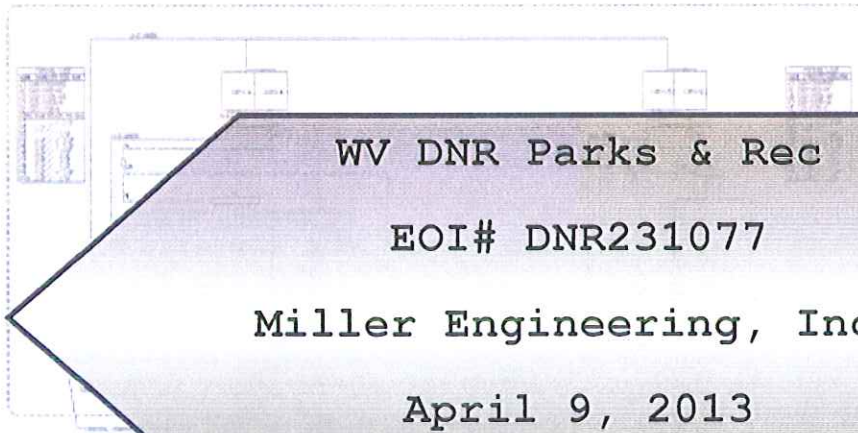
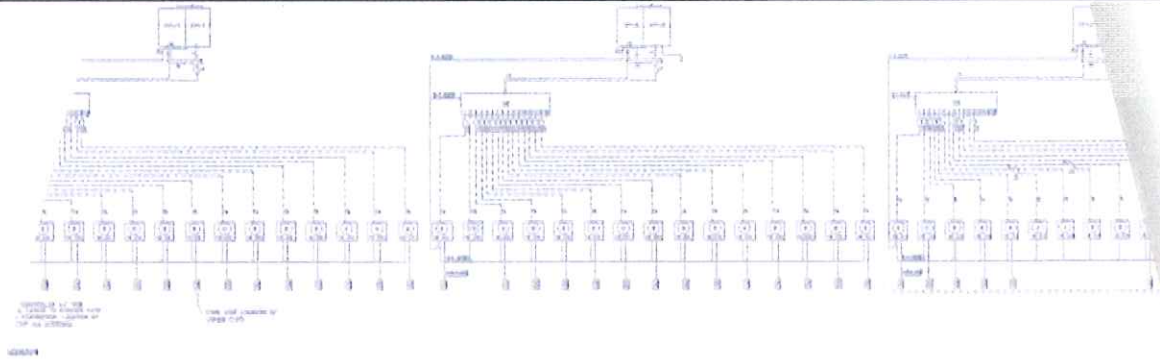


EXPRESSION OF INTEREST



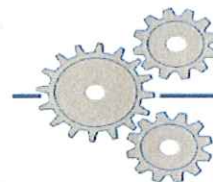
SYMBOL LEGEND

1. SYMBOL FOR POWER DISTRIBUTION AT THE
2. SYMBOL FOR CONTROL AND SIGNALING AT THE
3. SYMBOL FOR LIGHTING
4. SYMBOL FOR HEATING, VENTILATION, AND
5. SYMBOL FOR COOLING
6. SYMBOL FOR PUMPING
7. SYMBOL FOR ELEVATOR
8. SYMBOL FOR ESCALATOR
9. SYMBOL FOR STAIRCASE
10. SYMBOL FOR LIFT
11. SYMBOL FOR RAMP
12. SYMBOL FOR CURB
13. SYMBOL FOR DRIVE
14. SYMBOL FOR TRUCK
15. SYMBOL FOR BUS
16. SYMBOL FOR TRAM
17. SYMBOL FOR RAIL
18. SYMBOL FOR AIRCRAFT
19. SYMBOL FOR SHIP
20. SYMBOL FOR BOAT
21. SYMBOL FOR CAR
22. SYMBOL FOR MOTORCYCLE
23. SYMBOL FOR BICYCLE
24. SYMBOL FOR WALKER
25. SYMBOL FOR STROLLER
26. SYMBOL FOR CRANE
27. SYMBOL FOR DREDGE
28. SYMBOL FOR PUMP
29. SYMBOL FOR MOTOR
30. SYMBOL FOR GENERATOR
31. SYMBOL FOR TRANSFORMER
32. SYMBOL FOR SWITCH
33. SYMBOL FOR RELAY
34. SYMBOL FOR FUSE
35. SYMBOL FOR CIRCUIT BREAKER
36. SYMBOL FOR CONTACTOR
37. SYMBOL FOR THERMOSTAT
38. SYMBOL FOR THERMISTOR
39. SYMBOL FOR THERMOCOUPLE
40. SYMBOL FOR THERMISTOR
41. SYMBOL FOR THERMOCOUPLE
42. SYMBOL FOR THERMISTOR
43. SYMBOL FOR THERMOCOUPLE
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49. SYMBOL FOR THERMOCOUPLE
50. SYMBOL FOR THERMISTOR

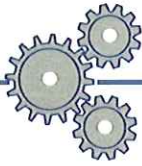
WV DNR Parks & Rec
EOI# DNR231077
Miller Engineering, Inc.
April 9, 2013



04/03/13 03:56:42 PM
West Virginia Purchasing Division



MILLER
ENGINEERING, INC.



MILLER

ENGINEERING, INC.
"Autographed with Excellence"

2 April 2013

Mr. Guy Nisbet
Department of Administration, State Purchasing
2019 Washington Street, East
PO Box 50130
Charleston, WV 25305-0130

**RE: Pipestem State Park, McKeever Lodge Heating and Cooling Piping
Replacement – DNR213077**

Dear Mr. Nisbet:

Miller Engineering, Inc. is pleased to submit a response to demonstrate our experience and qualifications to provide profession design services related to the heating and cooling piping replacement at McKeever Lodge at Pipestem Resort State Park.

MEI is a professional firm performing design services almost exclusively in West Virginia on a daily basis. We provide services on facility assessment and renovation, new construction, maintenance, repair, and engineered equipment replacement. MEI delivers a quality, cost effective, product developed through a highly interactive process from initial contact through the warranty period. We believe in numerous site visits, often informal, during construction to ensure the work is not stopped by a small issue. This "hands on" approach helps spot potential problems and answer questions proactively. MEI has been repeatedly praised by its clients for the time spent and dedication shown.

While we anticipate from the EOI scope of services that we will predominantly perform the services using our own in-house personnel, we have chosen to team with two WV based firms and a Charleston Area piping investigation company to provide limited support services should the need arise. CAS Structural Engineering, of Alum Creek WV, will evaluate any structural concerns that might arise; and Chapman technical Group, of St Albans WV will provide any architectural support should our initial investigation reveal such a need. The Acuren piping evaluation/ inspection company has also teamed with us to provide non destructive testing during the evaluation phase of the project. Acuren has personnel working daily in the Kanawha Valley in the chemical industry and has demonstrated competence in piping systems condition investigation.

MEI has completed several successful projects with WV DNR Parks and Recreation. MEI's staff through these projects, and past experience with WV DNR, has an understanding with the System's design goals and challenges, as well as a familiarity with the McKeever Lodge.

Miller Engineering provides a qualified staff familiar with the design and construction standards and operational realities of WVDNR Parks and Recreation. Our team will work alongside WVDNR to design and complete a quality project.

We thank you in advance for your consideration for this important project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Craig Miller", with a horizontal line extending to the right.

Craig Miller, PE, LEED AP
President
Miller Engineering, Inc.

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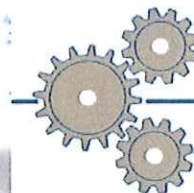
Project Methodology & Approach - Tab 5

Staffing Plan / Communication Procedure - Tab 6

Cost Controls - Tab 7

Solicitation & Supporting Documents - Tab 8

Miller Engineering Main Office
250 Scott Avenue, Suite 3
Morgantown, West Virginia 26508
Phone: (724) 966-5655
E-mail: cmiller@millereng.net



MILLER

ENGINEERING, INC.

FIRM PROFILE

Miller Engineering, Inc. provides professional services to facility owners and operators, architects, and contractors throughout West Virginia, Pennsylvania, Ohio, and Western Maryland. Miller Engineering services range through all facets of mechanical, electrical, and plumbing design as well as construction administration and project management. Project management services include general oversight to complete project delivery through all phases of design and construction.

Miller delivers a quality, cost-effective product through stakeholder interactivity, and our complete assessment process project planning approach. Miller Engineering practices excellence through consistent site visits during construction as to ensure work flow and maintain quality assurance. Our team has been repeatedly praised by clients for the amount of time and dedication devoted to the successful completion of projects as well as our ability to respond on-site within a short time frame.

MEI has developed the following philosophy to guide the performance of its services:

- Provide superlative design services to our clients in new construction, renovations, and daily operations.
- Perform work in a timely, accurate, and professional manner.
- Present multiple alternative and solutions whenever possible.
- Work with our clients to control first and life cycle costs.
- Be a technical "sounding board" for our clients in all situations.
- Strive to maintain professional competency through continuing education and training.

Miller Engineering provides a qualified team familiar with the design and construction standards required to meet the needs of WV DNR at Pipestem's McKeever Lodge and can assure a superlative standard of quality. MEI utilizes a "practical application" approach to all projects throughout the design process to provide a "well rounded" result. This methodology emphasizes the best overall solution, meeting all the client's needs, instead of just the best technical solution.

Miller Engineering Main Office
290 Scott Avenue, Suite 3
Morgantown, West Virginia 26508
Phone: (724) 966-5655
E-mail: cmiller@millereng.net





B. Craig Miller
PE, LEED-AP

Relationship Manager • President

WV DNR Parks & Rec
RFP# DNR231077
Miller Engineering, Inc.
April 9, 2013

Craig founded Miller Engineering in 2003 and serves as President and Principal Engineer. He has more than (15) years experience in design, specification, operations and project management. During his employment with WVU, Craig was directly involved with approximately \$130 million in new capital construction. His experience with a wide range of projects including HVAC, electrical, plumbing, infrastructure upgrades, building automation, energy efficiency, and maintenance/renovation among others, allow him to serve in multiple capacities within a given project. Craig will serve as the "Relationship Manager" for Miller Engineering as the main communication interface between the Owner, the design team, contractors, and end users.

PROFILE

Project Role: Relationship Manager – Primary Point of Contact

- Engineer in Responsible Charge
- Design and Project Management of Mechanical, Electrical, Plumbing Projects
- Concept and Construction Design
- Business Operations and Financial Management Oversight
- Quality Assurance and Control

PROFESSIONAL HIGHLIGHTS

- Systems replacement specialist.
- WV state specialist on aquatic structures.
- Consistent operable and maintainable designs.
- Below industry change order rate status.
- High level of customer satisfaction standing.
- Accelerated design and early project delivery achieved on private surgical hospital.

EMPLOYMENT HISTORY

2003- Present	Miller Engineering, Inc.	President, Relationship Manager
2002-2003	Casto Technical Services	Existing Building Services Staff Engineer
2001-2002	Uniontown Hospital	Supervisor of Engineering
1995-2001	West Virginia University	Staff Engineer
1990-1995	BOPARC	Caretaker – Krepps Park
1983-1988	University of Charleston	Electrician/HVAC Mechanic

EDUCATION

1995	West Virginia University	BS- Mechanical Engineering
1988	University of Charleston	BA- Mass Communications

Licenses and Certifications

- Professional Engineer (West Virginia, Pennsylvania, Maryland, and Ohio)
- Licensed Master Plumber
- LEED-AP Certified



Travis Taylor, EIT

Staff Engineer

WV DNR Parks & Rec
EOI# DNR213077
Miller Engineering, Inc.
April 9, 2013

As a project manager, Travis oversaw many electrical construction projects of varying scope and size. These projects has provided Travis with experience in construction and practical design. Travis has successfully passed his fundamentals exam and is currently preparing to sit for the PE Exam. Travis provides HVAC, Mechanical, Plumbing, and Electrical design services for Miller Engineering. He has a "practical" approach background, and has been instrumental in several projects since his employment with Miller Engineering. Recent Projects include Holly River State Park High Voltage Repairs, North Elementary Gymnasium HVAC Upgrades, and WVU Lot 81 Parking Area Improvements.

PROFILE

Project Role: Design of Mechanical, Electrical, and Plumbing Systems

- Design of Mechanical, Electrical, and Plumbing Systems
- Submittal and RFP Review
- RFI Review and Response
- Engineering Intern

EMPLOYMENT HISTORY

2011-Present	Miller Engineering, Inc.	MEP Designer
2006-2011	Tri-County Electric, Co.	Project Manager
2006-2006	Schlumberger	Field Engineer Trainee - MWD

EDUCATION

2006	West Virginia University	BS – Mechanical Engineering
------	--------------------------	-----------------------------

Certifications

- OSHA 10-hour course: Construction Safety & Health
- Engineer Intern - State of West Virginia



Robert Angus

Construction Project Representative

WV DNR Parks & Rec
RFP# DNR231077
Miller Engineering, Inc.
April 9, 2013

(20) Years of maintenance, operations, and construction management proceeds Robert's engagement with Miller Engineering. Professional expertise of construction project management was gained as an owner of his own contracting company specializing in residential and commercial construction, electrical, plumbing, and HVAC projects. Robert's hands-on, common sense, and valuable work history knowledge, enables him to interface with construction personnel seamlessly alongside engineers and architects. He is adept at preventing and handling issues. Robert is involved at the estimation phase to allow for continuity within the project's design and construction.

PROFILE

Project Role: Constructability Review and Estimation

- Construction Project Representation and Management
- Project Cost Estimation
- Submittal Review
- RFI, RFPCO Review and Response

PROFESSIONAL HIGHLIGHTS

- In (3) years has managed projects totaling \$35 million dollars.
- Maintains a change order rate of less than (5%) consistently.
- (10) Years of owner experience in large scale construction.
- Advocates and participates in community leadership.

EMPLOYMENT HISTORY

2009- Present	Miller Engineering, Inc.	Construction Project Representative
2000-2009	Angus Contracting, LLC	Owner/Operator
1991-2000	BOPARC	Director of Maintenance

EDUCATION

2000	Monongalia County Technical Education Center	Heating, Cooling, and Refrigeration Certification
1996	West Virginia University	Recreation and Parks Administration

Licenses and Certifications

- Licensed WV General Contractor
- Licensed HVAC Contractor
- Certified HVAC Mechanic Contractor
- Licensed Journeyman Electrician
- Licensed Master Plumber
- OSHA 10-Hour Construction Safety & Health



Joseph Machnik

MEP Designer

WV DNR Parks & Rec
EOI# DNR213077
Miller Engineering, Inc.
April 9, 2013

Joseph joined Miller Engineering in order to support computer aided design and modeling functions while enhancing design synergy to occur for our clients. He has experience with AutoCAD, MEP and Revit MEP. He provides modeling, drafting, and supervised design services and construction support for Miller Engineering.

PROFILE

Project Role: Design of Mechanical, Electrical, and Plumbing Systems

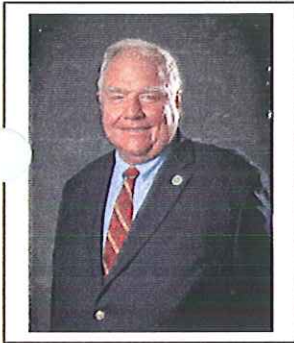
- CADD Coordination of New Construction and Renovation Designs
- Assist with Mechanical, Electrical, and Plumbing systems.

EMPLOYMENT HISTORY

2010 – Present Miller Engineering, Inc. MEP Designer

EDUCATION

2008 Penn State – Fayette, AS • Building Engineering Systems Technology: *Building Environmental Systems Technology*
2007 Penn State – Fayette, AS • Building Engineering Systems Technology: *Architectural Engineering Technology*



Jack Jaminson

Code Professional • Electrical Designer

WV DNR Parks & Rec
EOI# DNR231077
Miller Engineering, Inc.
April 9, 2013

Jack brings over (20) years of experience in the commercial electrical construction field, and over (10) years as an electrical/building inspector. He is certified as a Master Code Professional and has many professional registrations and certifications. Jack also teaches code review classes throughout the year. Through his experience, he is familiar with many local and state code enforcement officials.

PROFILE

Project Role: Code Professional

- Code Research
- Facilities and Project Evaluation
- Management of Project Observations
- Field Observations and Issue Resolutions

PROFESSIONAL HIGHLIGHTS

- Board Member of the WV Code Officials
- Founder and Secretary of the West Virginia Division of the International Association of Electrical Inspectors
- IAEI Ohio Chapter – Membership Chair

EMPLOYMENT HISTORY

2010- Present	Miller Engineering, Inc.	Code Professional
1999-2010	Megco Inspections	Chief Inspector
1972-1998	Jamison Electrical Construction	Electrician
1971-1972	General Electric	Inside Sales Engineer

EDUCATION

1971 Fairmont State College BS-Engineering Technology-Electronics

Licenses and Certifications

- Master Code Professional
- ICC Commercial Building, Building Plans, Commercial Plumbing, Residential Energy, and Accessibility Inspector/Examiner
- IAEI Master Electrical Inspector
- Certified WV Home Inspector
- Class C Electrical Inspector – WV, PA, MD, & OH
- WV Master Electricians License
- NCPCCI-1A, 2A, 4A, & 5A: 1 & 2 Family Dwelling
- NCPCCI-2B, 2C, 4B, 4C: Electrical & Mechanical General/Plan Review
- OSHA 30 Hour Course – General Industry
- NFPA Code Making Panel 14 – NEC 2014 Edition

CAS

Structural Engineering, Inc.

Carol A. Stevens, P.E. Structural Engineer

EDUCATION

West Virginia University, BSCE, 1984

Chi Epsilon National Civil Engineering Honorary
The Pennsylvania State University, ME Eng Sci, 1989

PROFESSIONAL REGISTRATION

P.E.	1990	Pennsylvania
P.E.	1991	West Virginia
P.E.	1994	Maryland
P.E.	2008	Ohio
P.E.	2010	Kentucky

BACKGROUND SUMMARY

2001 – Present	President, Structural Engineer CAS Structural Engineering, Inc.
1999 – 2001	Structural Engineer Clingenpeel/McBrayer & Assoc, Inc.
1996 – 1999	Transportation Department Manager Structural Engineer Chapman Technical Group, Inc.
1995 – 1996	Structural Engineer Alpha Associates, Inc.
1988 – 1995	Structural Department Manager Structural Engineer NuTec Design Associates, Inc.
1982 – 1988	Engineer AAI Corporation, Inc.

PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers
National Society of Professional Engineers
American Concrete Institute
American Institute of Steel Construction
West Virginia University Department of Civil and
Environmental Engineering Advisory Committee Chair
West Virginia University Institute of Technology
Department of Civil Engineering Advisory Committee

CIVIC INVOLVEMENT

ASCE Christmas in April Project
Engineer's Week Speaker

EXPERIENCE

West Virginia, Canaan Valley Resort State Park: Structural investigation and recommendations for repairs to the five (5) existing overnight sleeping facilities.

West Virginia, Twin Falls Resort State Park Lodge Addition: Structural design for new 28,000 SF addition to existing facility, including new entrance lobby, conference areas, sleeping rooms and indoor pool.

West Virginia, Hawks Nest State Park Lodge: Analysis of structural cracks in lodge building. Work included probes to determine condition of existing connections between structural elements.

West Virginia, State Capitol Complex, Governor's Mansion: Structural analysis and design in addition to evaluation report for modifications and renovations to several areas of mansion. Building is on State Historic Register and was constructed in the 1920's.

West Virginia, State Capitol Complex, Holly Grove Mansion: Structural evaluation report for preliminary condition assessment of building structure. Building is on State Historic Register and was constructed in the 1830's.

West Virginia, State Capitol Complex, Main Capitol Building Parapet: Exploratory investigation of limestone/brick parapet/balustrade of Main Capitol Building to determine cause of movement/cracking/ leaks. Construction contract for repairs has been completed. Building is on State Historic Register and was constructed in the 1920's and 1930's.

West Virginia, Twin Falls Resort State Park: Structural evaluation of existing recreation building.

West Virginia, Pipestem Resort State Park: Structural evaluation of existing recreation building.

West Virginia, Cabwaylingo State Forest: Structural evaluation of existing dormitory buildings constructed in the 1950's.

West Virginia, State Capitol Complex, Main Capitol Building Dome: Exploratory investigation of structural steel components of Lantern Level of dome and development of contract documents for repairs. Building is on State Historic Register and was constructed in the 1930's.

P.O. Box 469

Alum Creek, WV 25003-0469

(304) 756-2564 (voice)

(304) 756-2565 (fax)

A West Virginia Certified DBE Consultant
Certified in the Practice of Structural Engineering

West Virginia, Historic Putnam-Houser House (Parkersburg): Designed system for stabilization and upgrades to floor framing of building that was constructed in the 1700's.

West Virginia, Upshur County Courthouse: Developed construction documents for structural repairs to main entrance, dome and monumental sandstone columns of 1899 structure. Work was recently completed and received a WVAIA Honor Award for Design Excellence.

Ohio, Mahoning County Courthouse: Completed preliminary structural observation report of exterior façade conditions to recommend phased repairs for terra cotta and granite façade. Building is on State Historic Register and was constructed in the early 1900's.

West Virginia, State Capitol Complex, Building 5: Structural design and analysis for support of new boilers and other mechanical equipment to be placed in mechanical penthouse.

West Virginia, State Capitol Complex, Building 7: Investigation and development of Construction Documents for new elevators.

West Virginia, State Capitol Complex, Building 3: Structural design and construction administration of repairs to limestone canopy. Building is eligible to be placed on State Historic Register and was constructed in the 1950's.

West Virginia, State of West Virginia Office Building #21, Fairmont, WV: Preliminary structural observation report for condition assessment of building structure.

West Virginia, State Capitol Complex, Building 5: Structural design and analysis for support of new boilers and other mechanical equipment to be placed in mechanical penthouse.

West Virginia, Hampshire County Courthouse: Structural design for new elevator for existing historic building.

West Virginia, Shinnston Park: Structural design of new outdoor pool.

PREVIOUS EXPERIENCE

West Virginia, State Capitol Building, North Portico Steps: Designed structural system to replace deteriorated reinforced concrete slab at landing on north side of Capitol steps. Building is on State Historic Register and was constructed in the 1930's.

West Virginia, Beech Fork State Park Pool, Bathhouse and Cabins: Designed structure for new bathhouse, swimming pool and cabins.

West Virginia, Moncove Lake State Park Pool: Designed structure for new swimming pool.

West Virginia, Upshur County Courthouse Annex: Performed structural evaluation and design for repairs to existing multi-story Annex addition.

West Virginia, Canaan Valley Resort and Conference Center: Structural feasibility study to upgrade lodging units.

West Virginia, West Virginia University Masterplan: Investigated structural floor load capacity of several university buildings as a consultant to a large national architectural firm for masterplan.

West Virginia, Morgantown High School Additions: Designed steel framing and foundations for science classroom, cafeteria and gymnasium additions to existing education complex.

Pennsylvania, Hampton Inn: Structural design of new 5-story masonry and precast plank hotel building.

Pennsylvania, Comfort Inn: Structural design of new 5-story masonry and precast plank hotel building.

Pennsylvania, Misericordia University: Structural design of new 4-story masonry and precast plank dormitory building.

Pennsylvania, Metropolitan Edison Company, Headquarters: Structural design of new 80,000 SF two-story office addition to existing complex.

Pennsylvania, York County Government Center: Structural analysis and design of 1898 former department store converted to county government offices. Interior renovations included adding floor framing at mezzanine level, analyzing and redesigning deficient floor framing, and adding new elevators. Exterior renovations included complete façade rework to recreate original appearance.

Pennsylvania, Metropolitan Edison Company, Headquarters: Structural design for new 80,000 SF two-story office addition to existing complex.

Pennsylvania, Defense Distribution Region East: Structural engineering and design for a 33,000 SF Hazardous Materials Storage Warehouse.

Maryland, U.S. Army Corps of Engineers, Baltimore District, Administration Building: Structural design of new 10,000 SF masonry building.



JOSEPH E. BIRD, ASLA
Senior Vice President
Project Manager

EDUCATION

West Virginia University, BSLA, 1978

REGISTRATION

Landscape Architect, West Virginia, 1981

**PROFESSIONAL
HISTORY**

August 1985 to Present: Chapman Technical Group
Senior Vice President and Project Manager.

May 1978 to August 1985: Kelley, Gidley, Blair & Wolfe, Inc.
Landscape Architect and Project Manager.

Mr. Bird is a project manager and registered landscape architect. His experience ranges from large site development projects to the management of multi-discipline and architectural projects.

35 years professional experience.

**PROJECT
EXPERIENCE**

Site Development: Site planning and project management for numerous projects throughout West Virginia ranging from small campus sites to large sites for commercial, government, industrial, and institutional development. Projects include military complexes, campuses, public housing developments and other public facilities.

Parks and Recreation: Projects include swimming pools, bathhouses, cabins and support facilities for the West Virginia Division of Natural Resources and similar facilities for county and municipal park systems. Also involved in the design of facilities such as softball fields, fishing access facilities, recreation facilities for prisons, as well as passive recreation areas for public and private clients.

Miscellaneous: Other project experience includes the urban planning and development, streetscape design, roadway and storm drainage projects, as well as the project management of numerous major architectural projects throughout West Virginia.

AFFILIATIONS

West Virginia Chapter of the American Society of Landscape Architects

AWARDS

Honor Award for Shrewsbury St. Redevelopment Plan
West Virginia Chapter of American Society of Landscape Architects



W. THOMAS CLOER, III, AIA, NCARB
Project Architect

EDUCATION

University of Tennessee, BArch, 2001

REGISTRATION

NCARB Registered Architect, 2009
IDP Program completed.

**PROFESSIONAL
HISTORY**

October 2006 to Present: Chapman Technical Group
Project Architect and Architectural Designer

2001-2006: NVisions Architects
Architect Intern and Architectural Designer

12 years professional experience.

**PROJECT
EXPERIENCE**

Experience ranges from drafting, detailing and design through project management and construction administration of building projects throughout West Virginia including the following project types:

Public School Facilities
Government Facilities
Office Buildings
Medical Office Facilities
Single Family Housing
Multi-family Housing
Recreational Facilities
ADA Assessments
Site Planning

AFFILIATIONS

American Institute of Architects
City of St. Albans Property and Maintenance Board, Member
City of St. Albans Historic District Committee, Member
Boy Scouts of America Troop 250 Committee Member

Your ACTIVE PE renewal fee has been received...

Your ACTIVE PE renewal fee has been received. Your pocket card indicating you are entitled to practice engineering in West Virginia until June 30, 2013 may be detached and used until that date unless invalidated as a result of Board audit of your renewal form or formal disciplinary action.

IMPORTANT REMINDERS:

1. Please include your WV ACTIVE PE license number on any correspondence to this office.
2. Please sign the back of this pocket card and carry the registration with you.
3. You are required to immediately notify the Board, in writing, of the following: loss or theft of license or seal, any name change, any address change, or any employment change.

BRIAN C MILLER
WV PE # 015184
429 LAUREL RUN ROAD
CARMICHAELS, PA 15320

West Virginia State Board of Registration
for Professional Engineers
300 Capitol Street, Suite 910
Charleston, West Virginia 25301
304-558-3554 Phone
800-324-6170 Toll Free

THIS IS YOUR RENEWAL PAYMENT RECEIPT
(in addition to your secondary records of either a canceled check or credit card statement, as well as a confirmation email and printed confirmation page if renewing via our website)
PLEASE SAVE THIS FOR YOUR RECORDS



West Virginia State Board of Registration
for Professional Engineers

BRIAN C MILLER
WV PE # 015184

This is to certify that the above named PROFESSIONAL ENGINEER has met the requirements of the law, is duly registered and is entitled to practice engineering in the State of West Virginia.

EXPIRES JUNE 30, 2013

CERTIFICATE OF *Authorization*

STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS

*The West Virginia State Board of Registration for Professional Engineers
having verified the person in responsible charge is registered in
West Virginia as a professional engineer for the noted firm, hereby certifies*

MILLER ENGINEERING, INC.

C02108-00

Engineer in Responsible Charge: BRIAN MILLER - WV PE 015184

*has complied with section §30-13-17 of the West Virginia Code governing
the issuance of a Certificate of Authorization. The Board hereby notifies you of its
certification with issuance of this Certification of Authorization for the period of:*

July 1, 2012 – June 30, 2013

providing for the practice of engineering services in the State of West Virginia.

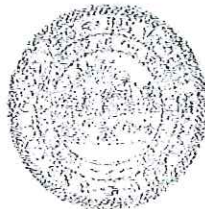
IF YOU ARE REQUIRED TO REGISTER WITH THE SECRETARY OF STATE'S OFFICE,
PLEASE SUBMIT THIS CERTIFICATE WITH YOUR APPLICATION.



IN TESTIMONY WHEREOF, THE WEST VIRGINIA STATE BOARD OF
REGISTRATION FOR PROFESSIONAL ENGINEERS HAS ISSUED THIS COA
UNDER ITS SEAL, AND SIGNED BY THE PRESIDENT OF SAID BOARD.

BOARD PRESIDENT

WEST VIRGINIA UNIVERSITY



THE COLLEGE OF ENGINEERING

KNOW ALL PERSONS BY THESE PRESENTS
THAT THE UNIVERSITY OF WEST VIRGINIA BOARD OF TRUSTEES
UPON THE RECOMMENDATION OF THE FACULTY
HAS CONFERRED UPON

CRAIG MILLER

THE DEGREE OF

BACHELOR OF SCIENCE IN MECHANICAL ENGINEERING

WITH ALL THE RIGHTS, HONORS AND PRIVILEGES THEREUNTO
APPERTAINING. WITNESS THE SEAL OF THE UNIVERSITY
AND THE SIGNATURES OF ITS DULY AUTHORIZED OFFICERS
HEREUNTO AFFIXED THIS FOURTEENTH DAY OF MAY,
NINETEEN HUNDRED NINETY-FIVE

Neil A. Bucklew

PRESIDENT OF THE UNIVERSITY
Robert M. DeLeon

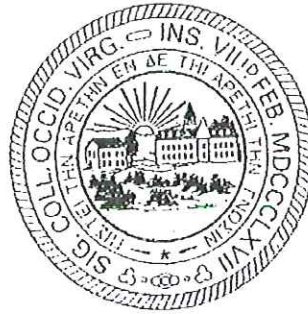
DEAN OF THE COLLEGE

John R. Hollister

CHAIR, UNIVERSITY OF WEST VIRGINIA
BOARD OF TRUSTEES
Chas. D. Mery

CHANCELLOR, UNIVERSITY OF WEST VIRGINIA
BOARD OF TRUSTEES

WEST VIRGINIA UNIVERSITY



COLLEGE OF ENGINEERING AND MINERAL RESOURCE


*Know all persons by these presents
that the West Virginia University Board of Governors
upon the recommendation of the faculty
has conferred upon*

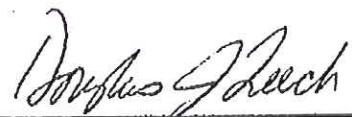
TRAVIS WAYNE TAYLOR

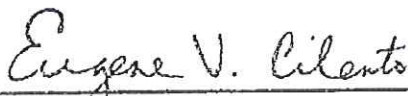
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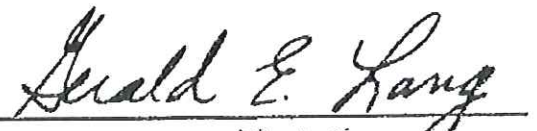
BACHELOR OF SCIENCE IN MECHANICAL ENGINEERING

*With all the rights, honors, and privileges thereunto
appertaining. Witness the seal of the university and
the signatures of its duly authorized officers hereunto
affixed this fourteenth day of May,
two thousand six.*


President of the University


Chair, West Virginia University
Board of Governors


Dean of the College


Provost and Vice President

The State Board of Registration
For
Professional Engineers of West Virginia



Herewith Certifies That

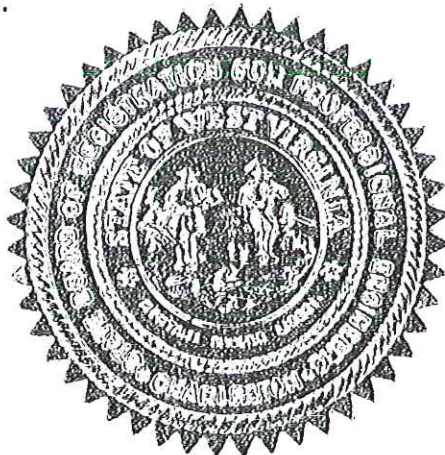
Crabiz Taylor

having completed the educational requirements satisfactory to the Board and passed the Fundamentals of Engineering Examination consisting of mathematics, the physical sciences and the principles of engineering, is hereby enrolled as an

Engineer Intern

Certificate Number – 9566

After completing a sufficient period of engineering experience of a character satisfactory to the Board, one may take the final examinations to complete the requirements of the Law for registration as a Professional Engineer in the State of West Virginia.



Issued in Charleston, WV on May 17, 2012

President

William E. Venson
Vice-President

Blayne S. Saluja
Secretary

Richard E. Dignall
Loraine D. Timms, Jr.

The Pennsylvania State University



By Authority of the Board of Trustees and
Upon Recommendation of the Faculty, Hereby Confers Upon

Joseph M. Machnik

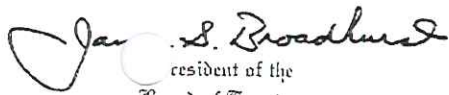
the degree of

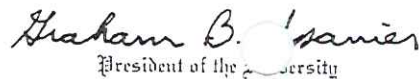
Associate In Engineering Technology

College of Engineering

In recognition of the completion of the Major in
Architectural Engineering Technology

In Testimony Whereof the Undersigned Have Subscribed Their Names
and Affixed the Seal of the University this month of May, 2007.


Jan S. Broadhurst
President of the University


Graham B. Isamier
President of the University


Rodney D. ...
Executive Vice President

State of West Virginia



Fairmont State College This Diploma Makes Known

*That the West Virginia Board of Regents upon the recommendation
of the faculty of the College has conferred upon*

Jack E. Jamison, Jr.

the degree of

Bachelor of Science

*In Testimony thereof, the signatures of the duly authorized officers of the
West Virginia Board of Regents and of the Faculty of the College and
the seal of the West Virginia Board of Regents have been affixed.*

Done at Fairmont, West Virginia, this 15th day of May, 1971.

WEST VIRGINIA BOARD OF REGENTS
Earle T. Andrews
PRESIDENT OF THE BOARD OF REGENTS

Amel Woodard
CHANCELLOR

E. R. Seaster
PRESIDENT OF COLLEGE
William A. Bovan
DEAN OF ACADEMIC AFFAIRS



Hereby Certifies that



Jack E. Jamison, Jr.

has demonstrated professional qualifications through a written examination based on the National Electrical Code® along with successful completion of field practice and documented expertise in required categories and has hereby achieved certification as

Master Electrical Inspector

Effective through:

September 30, 2013

Certification Identification No.

CEI-M-187



Secretary to the International Board
International Association of Electrical Inspectors



International Code Council
500 New Jersey Avenue, NW
Washington, DC 20001

The individual named hereon is CERTIFIED in the categories shown, having been so certified pursuant to successful completion of the prescribed written examinations.

[Signature]
Not valid unless signed by certificate holder.
ICC Certification attests to competent knowledge of codes and standards.



International Code Council
500 New Jersey Avenue, NW
Washington, DC 20001

The individual named hereon is CERTIFIED in the categories shown, having been so certified pursuant to successful completion of the prescribed written examinations.

[Signature]
Not valid unless signed by certificate holder.
ICC Certification attests to competent knowledge of codes and standards.

Jack E Jamison, Jr - 5171444

Accessibility Inspector/Plans Examiner - Exp. 10/31/2014
Certified Building Official - Exp. 10/31/2014
Commercial Building Inspector - Exp. 10/31/2014
Commercial Mechanical Inspector - Exp. 10/31/2014
Electrical Inspector - Exp. 10/31/2014
Master Code Professional - Exp. 10/31/2014
Mechanical Plans Examiner - Exp. 10/31/2014
Residential Combination Inspector - Exp. 10/31/2014

Jack E Jamison, Jr - 5171444

Building Plans Examiner - Exp. 10/31/2014
Combination Plans Examiner - Exp. 10/31/2014
Commercial Electrical Inspector - Exp. 10/31/2014
Commercial Plumbing Inspector - Exp. 10/31/2014
Electrical Plans Examiner - Exp. 10/31/2014
Mechanical Inspector - Exp. 10/31/2014
Plumbing Plans Examiner - Exp. 10/31/2014
Residential Energy Inspector/Plans Examiner - Exp. 10/31/2014



A Higher Level of Reliability



Experience the Acuren Advantage.

Reliable, Accurate, and Safe - NDT, Inspection, and Materials Engineering Services

Acuren Services for the Pipeline Industry

a Rockwood Company



**Acuren has been meeting –
and exceeding – the exacting
requirements of the pipeline
industry for over thirty years.**

Acuren's heritage includes involvement in some of the most demanding pipeline projects in the world. Tough geographic conditions and difficult climates are no match for our team of highly skilled professionals.

We apply a multi-disciplinary approach to our services and the assessment of pipeline integrity that uncovers the most accurate results. We deploy experienced professionals from several disciplines to carefully assemble the gathered information into a comprehensive set of recommendations that address such issues as corrosion, dig site risks, soil and groundwater characteristics, and repair or replacement options.

When you engage us, you can expect the commitment to quality, reliability, and safety that has earned Acuren a leadership position in the NDT, Inspection, and Materials Engineering industry.

BE SAFE.

Safety is our number one priority – the safety of your organization, your employees, our employees, and your equipment. We back up this pledge with properly-trained individuals who are committed to and believe in our Safety Management System. We take a proactive approach to safety, and conduct a thorough review of your project so we can discuss and help eliminate safety and technical challenges before arriving onsite. By thoroughly preparing before the job starts, we save you time and money by deploying the right personnel and the right equipment. And we provide you with guidance and practical recommendations that extend beyond the immediate safety concern, and result in fewer incidents company-wide.

BE FULLY OPERATIONAL.

Unplanned outages wreak havoc on profitability, increase insurance costs, and can tarnish a firm's reputation. Maintain the integrity of your operations with Acuren NDT, Inspection, and Materials Engineering services. Our sizeable workforce gives us unmatched scheduling flexibility. We'll work with you to arrange testing and examinations at times that are best for your operations – days, nights, or weekends. We'll show up on time, every time, to efficiently and carefully conduct our business, so you can quickly get back to yours.

BE COMPLIANT.

Acuren offers comprehensive inspection services to help you meet regulatory, insurance and industry requirements. Our professional staff is fully up to date on the latest standards and regulations ensuring a proactive approach to compliance. Acuren has proven experience in addressing risk management, best industry practices and governmental regulations, and can reduce expenses and lessen the administrative burden associated with compliance mandates.

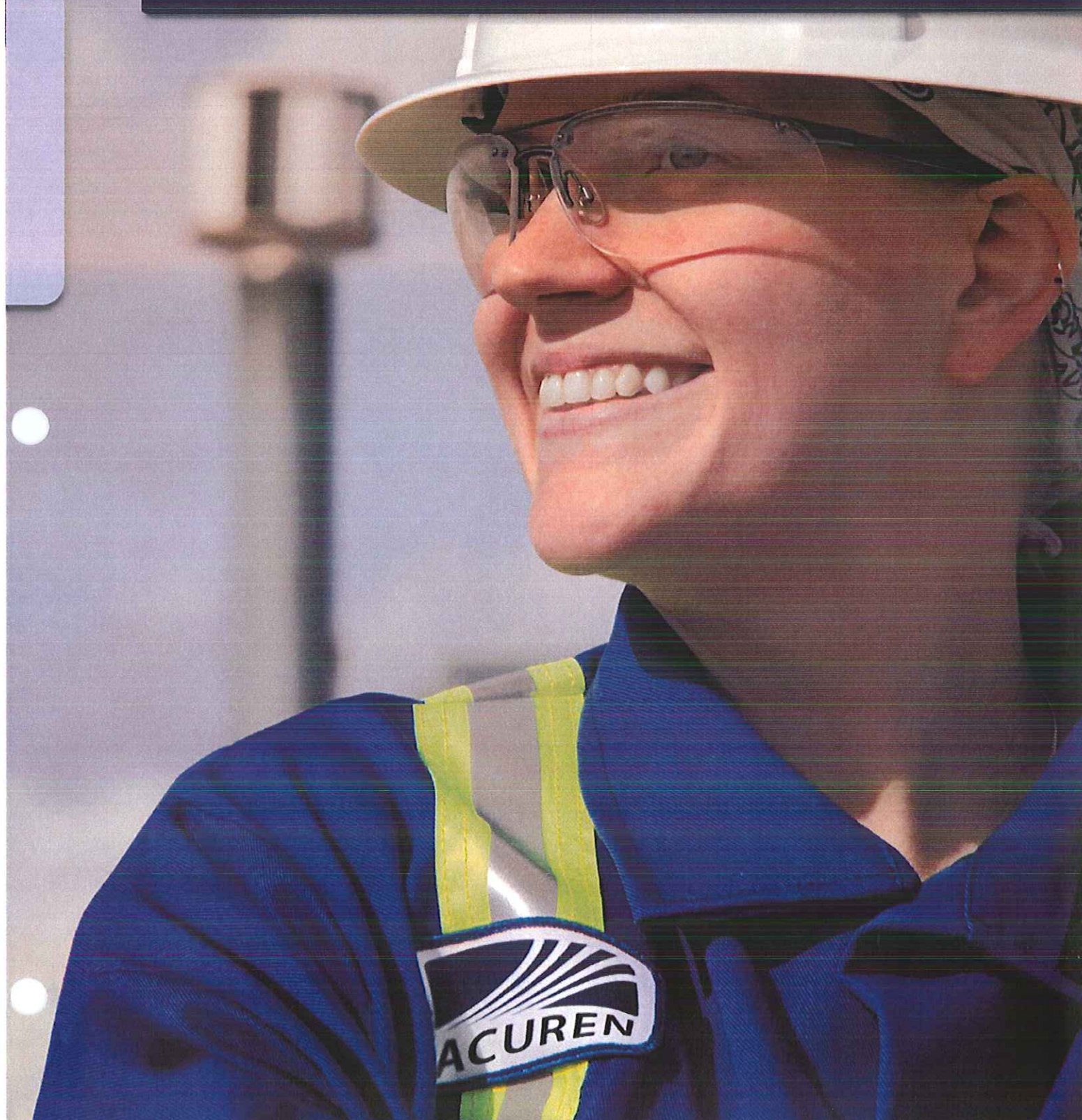


BE CONFIDENT IN OUR RELIABILITY.

We understand that inspection requirements may arise on an unscheduled basis. You need support immediately. We honor our commitments to our customers with an unsurpassed on-time record. Acuren maintains the largest fleet of vehicles and equipment in North America, which we dispatch along with responsive and reliable professionals who are eager to help. Our immediate and full support is always available to address your specific needs.



WE'LL SHOW UP ON TIME, EVERY TIME,
TO EFFICIENTLY AND SAFELY CONDUCT
OUR BUSINESS, SO YOU CAN QUICKLY
GET BACK TO YOURS.





Comprehensive services for all your NDT, Inspection, and Materials Engineering needs.

Acuren leads the industry in range of services:

• Conventional NDT Services

- Radiographic testing (RT)
- Magnetic particle testing (MT)
- Dye penetrant testing (PT)
- Ultrasonic testing (UT)

• Advanced NDT Services

- UT crack detection/sizing
- C-Scan corrosion mapping/ flaw evaluation
- Time of flight diffraction (TOFD)
- Phased array (PA)
- EMAT pipe and vessel screening
- Guided wave UT
- ACFM examination
- Computed/digital radiography (CR/DR)
- Tube inspection- IRIS/ET/RFT/MFL
- Wire rope testing – suspension bridge inspection
- Ground penetrating radar (GPR)

• Pipeline Services

- Project management and supervision
- Pipeline integrity
- Visual – API/AWS/CSA inspectors
- Positive material identification (PMI)
- Infrared inspection (IR)
- Leak detection (LT)
- Hardness testing (HT)
- Pipeline bridge/ component inspection and rehabilitation
- Air to soil interface inspection and rehabilitation
- Support structure inspection and rehabilitation

• Specialized Services

- Rope access inspection
- Data management applications (DMAPS software)
- Engineering services



A Higher Level of Reliability

MATERIALS ENGINEERING SERVICES DELIVERED BY EXPERTS, CUSTOMIZED FOR YOUR NEEDS.

Acuren's engineers have a solid reputation for providing accurate and definitive materials integrity solutions. Our internationally-recognized team has extensive field experience assisting the pipeline industry throughout all stages of equipment lifecycles including design, inspection, maintenance, repair, and failure analysis.

CONSULTING SERVICES:

At Acuren, we believe results come from specialized teams who understand your process in general, and your mill or plant in particular. We'll provide the right engineering expert who can offer cost-effective solutions to benefit your business. Acuren consulting services for the pipeline industry include:

- Materials selection
- Field analysis of failure causes
- Fitness for purpose
- Weld repair procedures
- Fracture mechanics
- Materials testing
- Corrosion studies
- Quality assurance

FAILURE ANALYSIS:

When a failure occurs, thorough analysis can offer insight and preventive solutions for the future. At Acuren, our engineers undertake the meticulous examination of failure analysis to give you clear guidance on how to move forward. A sampling of our procedures includes:

- Metallographic examination
- Micro and macrophotography
- Fractography
- Scanning electron microscopy
- Hardness, tensile and impact testing
- Fracture toughness testing
- Chemical analysis
- Elevated temperature stress rupture analysis
- Energy dispersive X-ray analysis
- Corrosion scale analysis



CORROSION LABORATORY:

Corrosion testing

- Accelerated corrosion assessment
- Testing of materials in a simulated corrosion environment

LIFE ASSESSMENT STUDIES FIELD SERVICES:

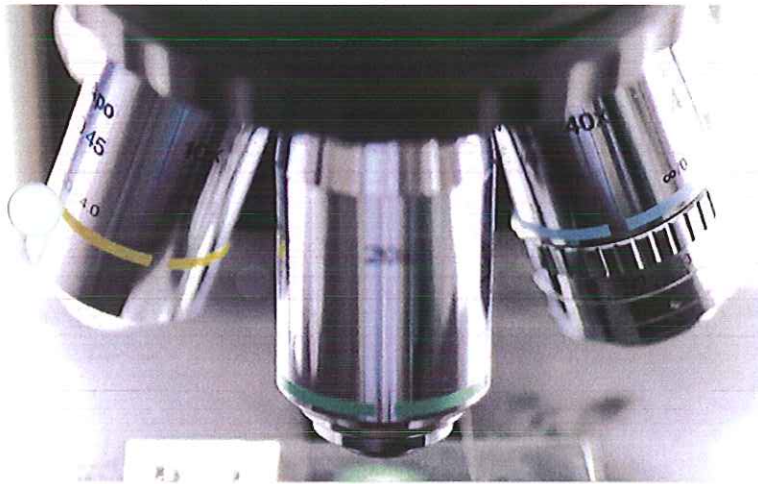
Acuren's life assessment services answer critical questions regarding equipment longevity that allow proactive repair and replacement planning. Real-time condition monitoring can give you an immediate snapshot of how your equipment is functioning. Our engineers are experienced in pipeline processes, equipment, materials, and service demands. Specialized techniques include:

- In-situ metallography
- On-site alloy analysis
- Crack detection analysis
- Macro and microhardness testing
- Strain gauging
- Stress analysis
- Fire damage assessment
- Finite element analysis
- Fitness for purpose

SCANNING ELECTRON MICROSCOPY:

Reduce sample preparation time, improve analytical accuracy, and make key decisions to keep your operations running at full capacity with Acuren's scanning electron microscopy services. Our equipment is capable of magnifications up to 200,000x and captures images of fine particulate, complex crack morphologies, and multi-layered corrosion deposits, all displayed at high resolutions. Our scanning electron microscopy services include:

- Forensic investigation
- Metallurgical failure analysis
- Corrosion studies
- EDX analysis
- Air, water, and oil contaminant analysis



INDUSTRY-LEADING MATERIALS TESTING AND ANALYSIS.

Over the past thirty years, Acuren has consistently been an industry leader in materials testing by maintaining best-in-class laboratory facilities. Our equipment is calibrated to CSA, ASTM, ISO, and NBS Standards, and our technical staff receives continuous training on the latest testing methods. We take pride in our accurate, timely, and cost effective results for all mechanical, chemical, metallurgical and plastics testing.

MECHANICAL TESTING:

Mechanical testing is vital to confirming any material grade, evaluating any component, or putting any critical design into practice. Mistakes here can lead to dangerous, costly, and time-consuming problems in the future. When safety, quality, and production efficiency matter, rely on Acuren. Our mechanical testing services include:

- Tensile testing – including elevated temperature
- Charpy impact testing
- Weld procedure testing – ASTM, CSA, AWS, AWWA, ASME
- Valve certification
- Hardness testing
- Sour gas testing

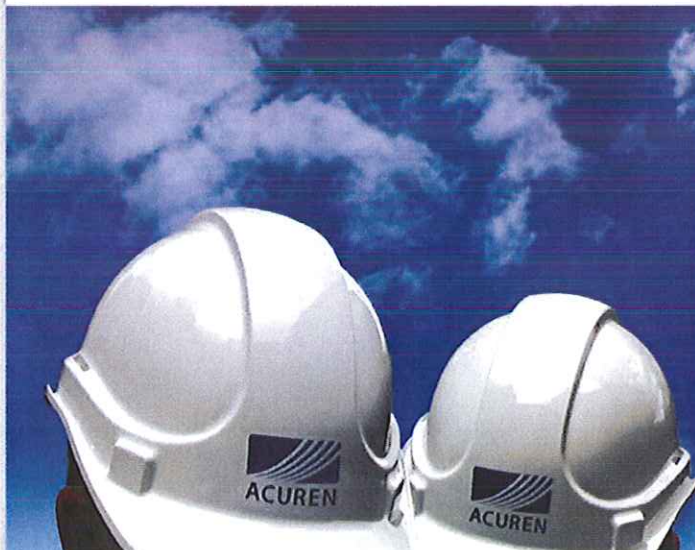
CHEMICAL ANALYSIS:

Our chemists, technicians, and inspectors are extensively experienced in pipeline industry processes. We operate five service-oriented laboratories enabling us to deliver rapid results regardless of project size. Our field spectrographic equipment can travel to your site for fast, nondestructive chemistry testing. Results are delivered electronically for faster decision-making and improved collaboration. Our services can help you with:

- Ensuring compliance with materials specifications
- Identification of unknown materials
- Alloy sorting
- Evaluating weld procedure acceptability

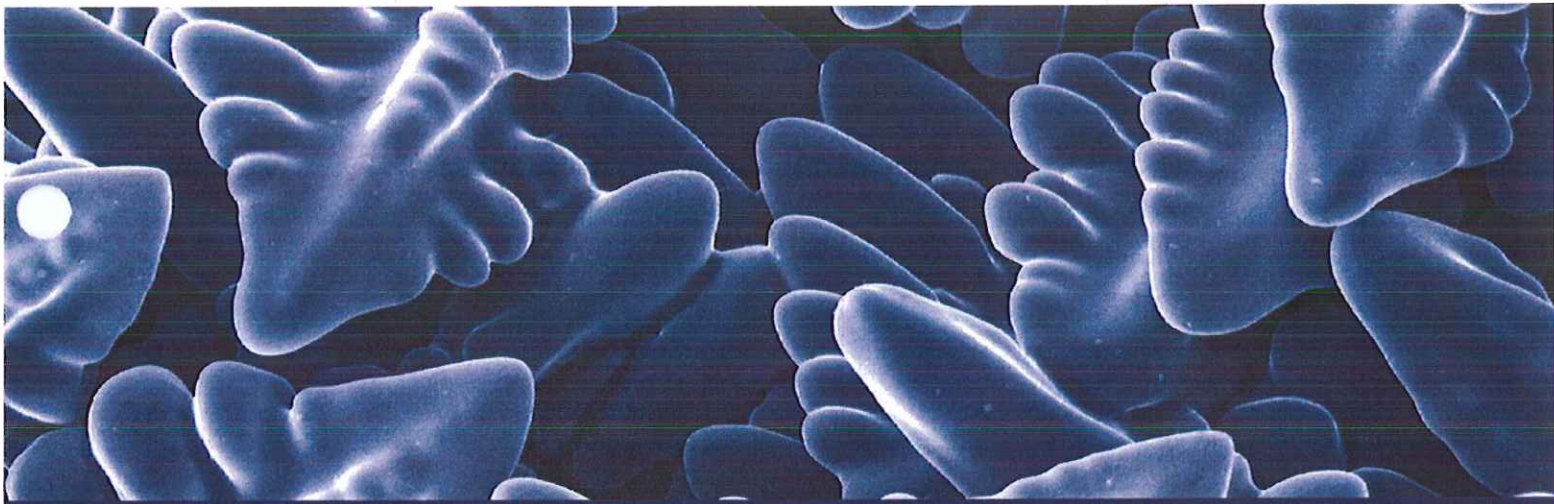
SAFETY IN NUMBERS

Working safely is our highest priority. We employ over 3,000 properly-trained and certified engineers, inspectors, technologists, and technicians who understand and are committed to our proprietary Safety Management System. The foundation of this program is that every incident is preventable, and our safety record proves it.



THE PRINCIPLES OF ACUREN'S SAFETY MANAGEMENT SYSTEM APPLY TO EACH AND EVERY PROJECT AND INCLUDE:

- Safety programs that meet or exceed all federal and local regulatory standards.
- Site specific safety plans developed in consultation with your staff by Acuren supervisors experienced with your site, mill, or plant.
- Job hazard analysis performed prior to each and every task.
- Emergency preparedness.
- Timely reporting and compliance auditing for all hazards, injuries, and incidents.
- Compliance audits and safety metrics effectively engaged.
- Technicians that are trained, safety certified, responsible, and empowered.
- Approved and properly deployed personal protective equipment.
- Consistent use of correct and current safety procedures 100% of the time.



POSITIVE MATERIAL IDENTIFICATION:

Improve the integrity of your materials control system with Acuren's positive material identification services. Our technicians will quickly validate raw materials before production has begun, enabling complete traceability. Because materials are accurately matched to a specific supplier, any quality issues can be documented and quickly resolved. Services include:

- Portable spark
- Alloy sorting



What we mean by "A Higher Level of Reliability".

A Higher Level of Reliability is more than just a statement; it is a core belief that pervades every aspect of our corporate culture. For over thirty years, our mission has been to provide reliable, repeatable service – for every client, everywhere, every day. We strive to exceed our client's expectations while providing a safe working environment, maintaining the highest industry standards, and respecting the dignity of every employee.

- Our mission is to provide reliable, repeatable service.
- Our commitment is to employ the best resources, technology, and methods available today.
- Our investment in quality, service, and efficiency comes from our focus on discipline, exceeding client expectations, and continuous improvement that drives productivity.
- Our corporate culture is defined by three principles: safety and the knowledge that all incidents are preventable; the integrity that comes from always doing the right thing; and a passion for our work and its contribution to society at large.





Regardless of your location, we have an office nearby ready to serve you. We operate in over eighty locations throughout North America. For more information, or to schedule a no-obligation consultation with one of our industry experts, contact the location nearest you or call 1-888-NDT-ACU0.

US Regional Head Offices

Anchorage

7911 King Street
Anchorage, Alaska, USA
99518
Office 907.569.5000
Fax 907.569.5005

Dayton

705 Albany Street
Dayton, Ohio, USA
45417
Office 937.228.9729
Toll Free 888.228.9729
Fax 937.228.2009

Longview

405 N Eastman Road
Longview, Texas, USA
75601
Office 903.753.2375
Toll Free 800.256.5442
Fax 903.753.6533

Houston

101 Old Underwood Road, BLDG J
La Porte, Texas, USA
77571
Office 281.228.0000
Toll Free: 1.800.853.4417
Fax 281.842.3370

Brookfield

4250 N 126TH Street
Brookfield, Wisconsin, USA
53005
Office 262.781.0105
Toll free: 800.578.7822
Fax 262.781.7796

Canadian Regional Head Offices

Fort McMurray

230 MacDonald Crescent
Fort McMurray, Alberta, Canada
T9H 4B4
Office 780.790.1776
Fax 780.790.9061

Edmonton

7450 - 18th Street
Edmonton, Alberta, Canada
T6P 1N8
Office 780.440.2131
Toll Free 800.663.9729
Fax 780.440.1167

Vancouver

12271 Horseshoe Way
Richmond, British Columbia, Canada
V7A 4V4
Office 604.275.3800
Toll Free 800.938.3789
Fax 604.274.7235

Toronto

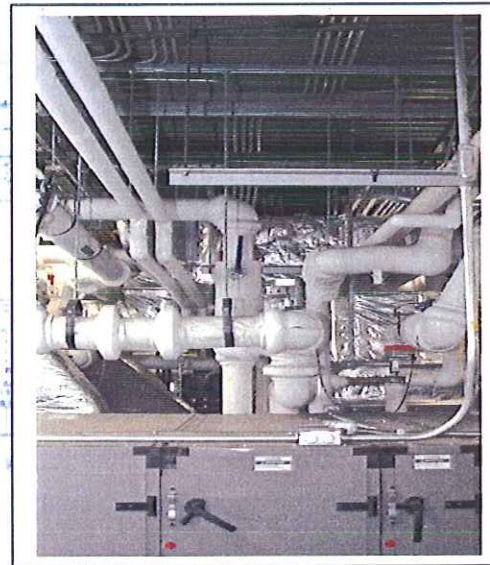
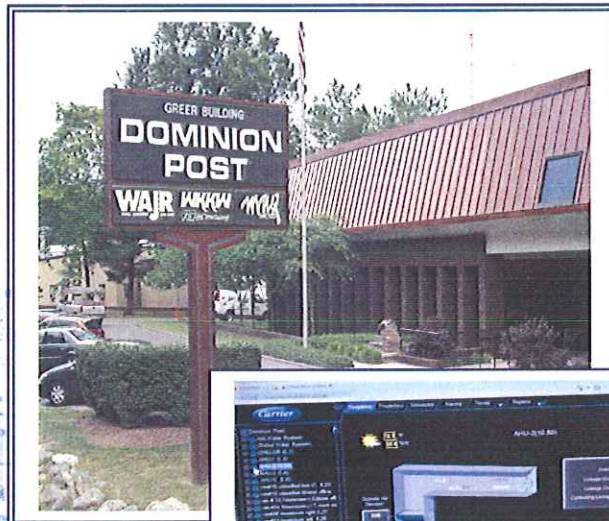
2190 Speers Road
Oakville, Ontario, Canada
L6L 2X8
Office 905.825.8595
Toll Free 877.299.2857
Fax 905.825.8598

www.acuren.com

1.888.NDT.ACU0

1.888.638.2280





(Miller Engineering Services)
Mechanical and Electrical

Background and Project Scope

Total Project Budget \$1.8M
MEP Budget \$1.8M
Project Status: Complete

Location: Morgantown, West Virginia
Facility Area 18,000 ft²
Project Completion Date: 2010

The Greer building is home to the Dominion Post newspaper, several local radio stations, and office space for these media entities. Upon construction in 1967, the multi-zone HVAC systems were state of the art. The systems have lasted twice their life expectancy. This project entailed reconfiguring air systems to better serve the floor plan of the building and create consistent atmospheric conditions for its residents; keeping in mind the electronic production needs of the facilities users. Temperature fluctuations throughout the building were extreme and posed issue to its residents. A previous repair had compounded piping issues.

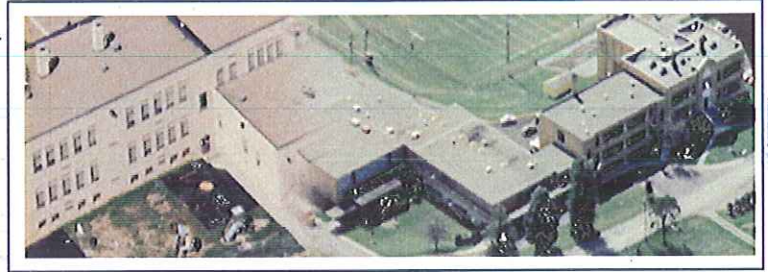
Miller Engineering's Role

During a field study, Miller learned of HVAC system disintegration, interconnection of air systems between two levels of the building, and the need for the facility to maintain occupancy during the renovation process. The goal of the project was to be a phased approach that integrated, updated, and stabilized temperatures throughout the current floor plan, building levels, and pending office reconfigurations. The main air handling systems, piping, and ductwork were replaced and reconfigured as a necessity to serve the building's multiple levels and floor plans. The project was a success as a newly designed system was implemented into the existing floor plan and devised as scalable for future changes. Thus, temperature control issues were resolved and the residents of the building could enjoy a more hospitable working environment.

Project Owner	Project Manager	Prime Contractor
Greer Industries, Inc. 1201 Hal Greer Boulevard Morgantown, WV 26508 Phone: (304) 376-2642	Christ Halterman Director of Operations 1201 Hal Greer Boulevard Morgantown, WV 26508 Phone: (304) 376-2642	Delattre Corporation Marty Delattre 505 Hudson Avenue Monongahela, PA 15063 Phone: (724) 258-8571

Mapletown Junior/ Senior High School

WV DNR Parks & Rec
EOI# DNR231077
Miller Engineering, Inc.
April 9, 2013



(Miller Engineering Services)
Mechanical, HVAC

Background and Project Scope

Total Project Budget \$1,235k
MEP Budget \$1,235k
Project Status: Complete

Location: Masontown, Pennsylvania
Facility Area 18, 500 ft²

Construction of the facility was undertaken in three different time periods spanning several decades thus, resulting in multiple types of equipment and systems that yielded lack of capacity. The HVAC and mechanical systems had reached their life expectancy. The HVAC piping had failed and needed to be replaced. The goal of the project was to replace the heating system while creating a design and system that is compatible with upgrading the cooling system in the future.

Miller Engineering's Role

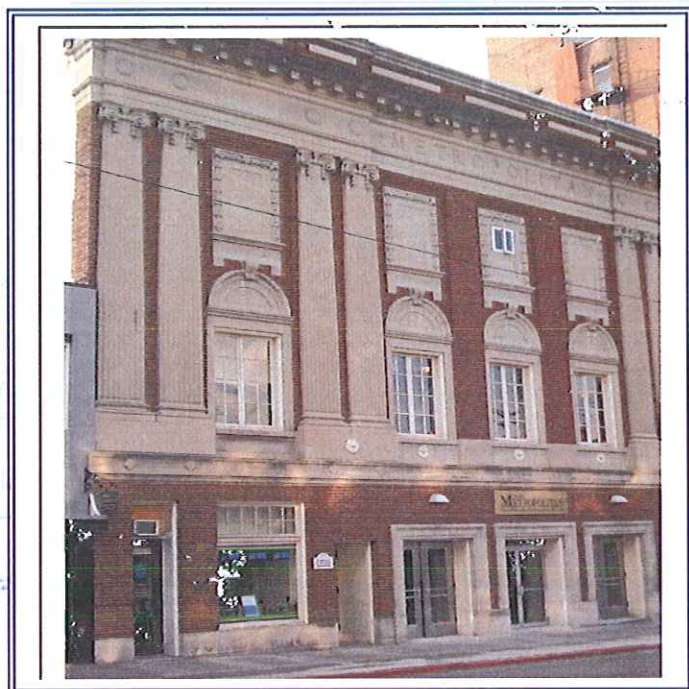
A field study determined that multiple systems within the structure are degenerated, lacking capacity, unreliable, and inefficient. The goal of the project is to apply the best systems to the facility that will balance cost, reliability, improve function, and provide long term energy efficiency. The Miller Engineering project planning method utilized computer modeling of the building and its current systems in order to generate options that were feasible and fit within the owner's construction time-frame. The owner opted for a (2) phase construction process. Phase (1) of construction was so successful that the owner has opted to include the cooling system upgrade during Phase (2) of construction, which is also complete.

Project Owner	Project Manager	Prime Contractor
Southeastern Greene School District 1000 Mapletown Road Greensboro, PA 15338 Phone: (724) 943-3630 Ext. 2243	Patrick R. Sweeney Business Manager 1000 Mapletown Road Greensboro, PA 15338 Phone: (724) 943-3630 Ext. 2243	Reno Bros, Inc. L.J. Wolfe 3406 43 rd Street Box 53 New Brighton, PA 15066 Phone: (724) 843-8000



Metropolitan Theater

WV DNR Parks & Rec
RFP# DNR231077
Miller Engineering, Inc.
April 9, 2013



(Miller Engineering Services)
Mechanical, Electrical and Plumbing

Background and Project Scope

Total Project Budget \$325k
MEP Budget \$325k
Project Status: Complete

Location: Morgantown, West Virginia
Facility Area 15, 400 ft²
Project Completion Date: 2006

The Metropolitan Theater is a historical structure which is currently being revitalized by the City of Morgantown and a concerned group of citizens. Air condition is required to use the facility throughout the year and to maintain a consistent atmosphere to preserve the structure's unique plaster interior finish.

Miller Engineering's Role

The Metropolitan Theater underwent an HVAC system upgrade several years ago but work was left unfinished and the budget was expended by a previous contractor. No project record drawings were created. After a field study was concluded, new, independent, HVAC calculations and computer modeling of the building systems were necessitated.

The goal of protecting the historic nature of the theater during system upgrades was paramount. The project entailed design, code upgrades, and the installation of air distribution systems, retrofits of air handling systems, completion of hot water reheat piping systems, and new control systems utilizing (CO2) demand based ventilation. The project was a success and yielded systems with increased energy efficiency. Project record drawings were created, renovations enhanced the facility utilization, and the historic landmark's integrity was left intact.

Project Owner

BOPARC of Morgantown
797 E. Brockway Avenue
Morgantown, WV 26501
Phone: (304) 296-8356

Project Manager

Mark Wise
BOPARC
797 E. Brockway Avenue
Morgantown, WV 26501
Phone: (304) 296-8356

Prime Contractor

Suburban Plumbing and
Heating
Tom Turner
240 Scott Avenue #3
Morgantown, WV 26508
Phone: (304) 216-5570



Hawks Nest Lodge



(Miller Engineering Services)
Mechanical, Electrical, Plumbing



Background and Project Scope

Total Project Budget \$1.3M
MEP Budget \$509k
Project Status: Complete

Location: Ansted, West Virginia
Facility Area 28, 500 ft²
Project Completion Date: 2012

Hawks Nest Lodge is located on the grounds of Hawks Nest State Park in West Virginia. Hawks Nest HVAC replacement focused on the patron rooms within the lodge but the designs for the public areas were also included to prepare for future funding.

A building on the National Register of Historic Places, the replacement had to be accomplished with minimal impact on the building façade and structure. As an ARRA/WVDOE funded project, it had an extremely short design period and delivery requirement.

Miller Engineering's Role

The construction period was shortened by (20%) by the owner after bidding, making our construction administration all the more critical in delivering the project. The funding agency commented that the project was initiated by the owner "much later" than many others but finished first and completely met the requirements of the funding agency.

The response has been excellent, the patrons of the lodge immediately began to comment on how much nicer their visits are now than before.

Project Owner

West Virginia Department
Of Natural Resources
324 Fourth Ave.
S. Charleston, WV 25303
Phone: (304) 558-3315

Project Manager

Bradley S. Leslie, PE
Assistant Chief
State Parks Section
324 Fourth Ave.
S. Charleston, WV 25303
Phone: (304) 558-2764
Ext. 51826

Prime Contractor

Reno Bros, Inc.
Eric Mahaffey
3406 43rd St. Box 53
New Brighton, PA 15066
Phone: (724) 843-8000



Partnership and Customer Service

WV DNR Parks & Rec
RFP# DNR231077
Miller Engineering, Inc.
April 9, 2013

"Hard working, do-whatever-it takes, diligent team that provides excellent customer service is what you can expect from Miller Engineering."

**Chris Halterman, Director of
Operations**
The Dominion Post

chalterman@dominionpost.com
1201 Hal Greer Boulevard
Morgantown, WV 26508
Phone: (304) 291-9479

"Mr. Miller and his team are always available to answer questions and communicate effectively with all stakeholders in a project, from contractors to board members."

Patrick Sweeney, Business Manager
Southeastern Greene School District

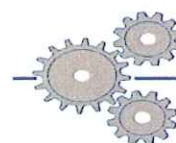
Sweeney.pat@segasd.org
1000 Mapletown Road
Greensboro, PA 15338
Phone: (724) 943-3630, ext. 2243

"As a design/build team, working with Miller Engineering, our project involving a private surgical hospital together was a success – completed ahead of schedule and on budget. Miller worked with us throughout the project to consult, engineer, and inspect the mechanical systems. Craig Miller, PE and his staff are working with us again, and are very important members of our design/build team. I highly recommend their services."

Richard J. Briggs, Vice President
Lutz Briggs Schultz and Associates, Inc.

lbsa@zoominternet.net
239 Country Club Drive
Ellwood City, PA 16117-5007
Phone: (724) 758-5455

Miller Engineering Main Office
250 Scott Avenue, Suite 3
Morgantown, West Virginia 26508
Phone: (724) 966-5655
E-mail: cmiller@millereng.net



MILLER
ENGINEERING, INC.

Pipestem Lodge Piping Replacement PRELIMINARY NARRATIVE PROJECT PLAN / PROJECT APPROACH

Miller Engineering respectfully provides this preliminary project concept approach as some indication of how we understand the project at this time. It is intended to stimulate thought and detailed conversation with the Owner and lead to a full development of the project requirements.

PHILOSOPHY:

Miller Engineering believes deeply in interactive design. A design must meet certain technical and regulatory requirements, but it must also be practical, operable, and above all maintainable. Craig Miller, our President, worked for many years as a maintenance mechanic and HVAC system operator while attending college and has an inherent understanding of the need for systems to be operable and maintainable. Other Miller Engineering staff also have years of trades' experience and new employees are required to spend significant time in the field to develop a working knowledge of real world systems, not just diagrams in paper or on books. We believe this is what sets us apart from many other firms.

DETERMINATION OF EXISTING CONDITIONS:

Miller Engineering will perform a field investigation to develop a detailed understanding of the observable conditions of the system equipment and components. We will meet with the Owner's staff to determine the concerns and issues arising from operation of the existing systems and compare that to the field observed conditions to determine an understanding of the requirements of the project. MEI will perform:

- Visual survey of existing piping for general condition and accuracy of existing drawings
- Non destructive testing, if possible, on a diverse set of piping locations
- Destructive testing in a limited number of locations to confirm the accuracy of the visual and non-destructive survey
- General review of piping sizes as related to flow, with confirming calculations, to confirm pipe sizing is not an issue in the system.
- Depending on the information found in the existing drawings, measurement of the flow in the existing system may have to occur.

Miller Engineering Main Office
250 Scott Avenue, Suite 3
Morgantown, West Virginia 26508
Phone: (724) 966-5655
E-mail: cmiller@millereng.net



EVALUATION AND RECOMMENDATIONS:

Miller Engineering will review the existing conditions, develop a detailed understanding of the existing system, its condition, and merge this with the Owner's experience in operating the facility. Once the conditions are understood and the extent of demolition is defined, methods for integrating the existing into the new, if possible, will be reviewed.

Miller Engineering will take all the information gathered, review this against the Owner's needs and goals, and make recommendations for systems requiring corrective action, repair, or replacement. The team will review its findings/ recommendations with the Owner and proceed to develop a detailed scope of work for the project. Such as scope is often required to balance the technical findings with the budget realities that often exist on projects.

Miller Engineering will prepare a budgetary estimate which will delineate areas of scope and assign preliminary tasks to those items. This helps the Owner make informed decisions about the scope and its impact on budget.

DESIGN PROCESS:

Work on this project will require detailed drawings to indicate what will remain and what must be repaired or replaced. Miller Engineering will re- create the original drawings, meshed with field observations, to represent the system with reasonable accuracy.

These drawings,, and our field evaluation data will be used to developed a schematic plan of repair and/or replacement. Miller Engineering will review the schematic concepts with the Owner and with the Owner's concurrence; proceed to develop construction documents for competitive bidding of the project.

We believe in multiple Owner reviews, whether formal or informal by either meeting or conference call; depending on the circumstance. The Team will periodically review the design progress with the Owner and will produce full technical bidding plans and specifications as part of design.

BIDDING AND CONSTRUCTION:

The team will assist the Owner in bidding and construction management of the project through closeout with sufficient site time to insure the project is being implemented correctly and to plans and specs. Such assistance typically includes: pre-bid meeting attendance, answering pre-bid meeting technical questions promptly, aggressive construction administration with multiple visits including "drop in" visits, periodic but relevant progress meetings, review of payment applications, approval of submittals, answering Requests for Information (RFIs), and change order request evaluation. Miller Engineering will witness testing and balancing of the new system. This is of particular importance when significant changes or repairs to a hydronic water system. We will also perform Punch list and closeout of the project including: verifying completeness of demonstration and training, review/ approval of record drawings, and review / approval of O&M manuals.

Miller Engineering Main Office
250 Scott Avenue, Suite 3
Morgantown, West Virginia 26508
Phone: (724) 966-5655
E-mail: cmiller@millereng.net



POST CONSTRUCTION:

While beyond the defined scope of the project or our contract responsibilities, Miller Engineering always tries to remain available as a technical resource to the Owner should questions arise about the project. We find this particularly helpful during the warranty period as we can review warranty issues and advise the Owner as to our understanding of the contractors warranty responsibilities in regards to issues or concerns that occasionally arise.

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Staffing Plan / Communications Procedure

Miller Engineering utilizes a communications procedure designed to minimize downtime while ensuring neither the Owner, design team, or contractor is left out of the loop. Each phase of the project is detailed in the procedure.

Design

- Craig Miller
 - Main point of contact with Owner's Project Manager.
 - Travis Taylor and Joseph Machnik will be copied on all correspondences.
- Travis Taylor
 - Serves as backup contact with Owner's Project Manager.
- Travis, Joseph, Rob Angus, Jack Jamison
 - Will serve as points of contact between Miller Engineering and sub-consultants, vendors, code officials, and local utilities.

Estimating

- Craig
 - Main point of contact with Owner's Project Manager.
 - Rob and Travis will be copied on all correspondences.
- Rob
 - Serves as backup contact with Owner's Project Manager.
- Rob, Travis
 - Will be main point of contact between Miller Engineering and sub-consultants along with vendors.

Bidding

- Craig
 - Main point of contact between Miller Engineering and the Owner's Project Manager.
 - Travis and Rob will be copied on all correspondences related to bidding.

Construction

- Rob
 - Main point of contact with Owner's Project Manager, sub-consultants, vendors, and contractors.
 - Craig and Travis will be copied on all correspondences.
- Craig
 - Will serve as backup point of contact between Miller Engineering and sub-consultants, vendors, and contractors.
- Travis
 - Backup contact with sub-consultants, vendors, and contractors.

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Warranty

- Craig, Rob
 - Main point of contact with Owner for warranty period.

Methodology for Communication

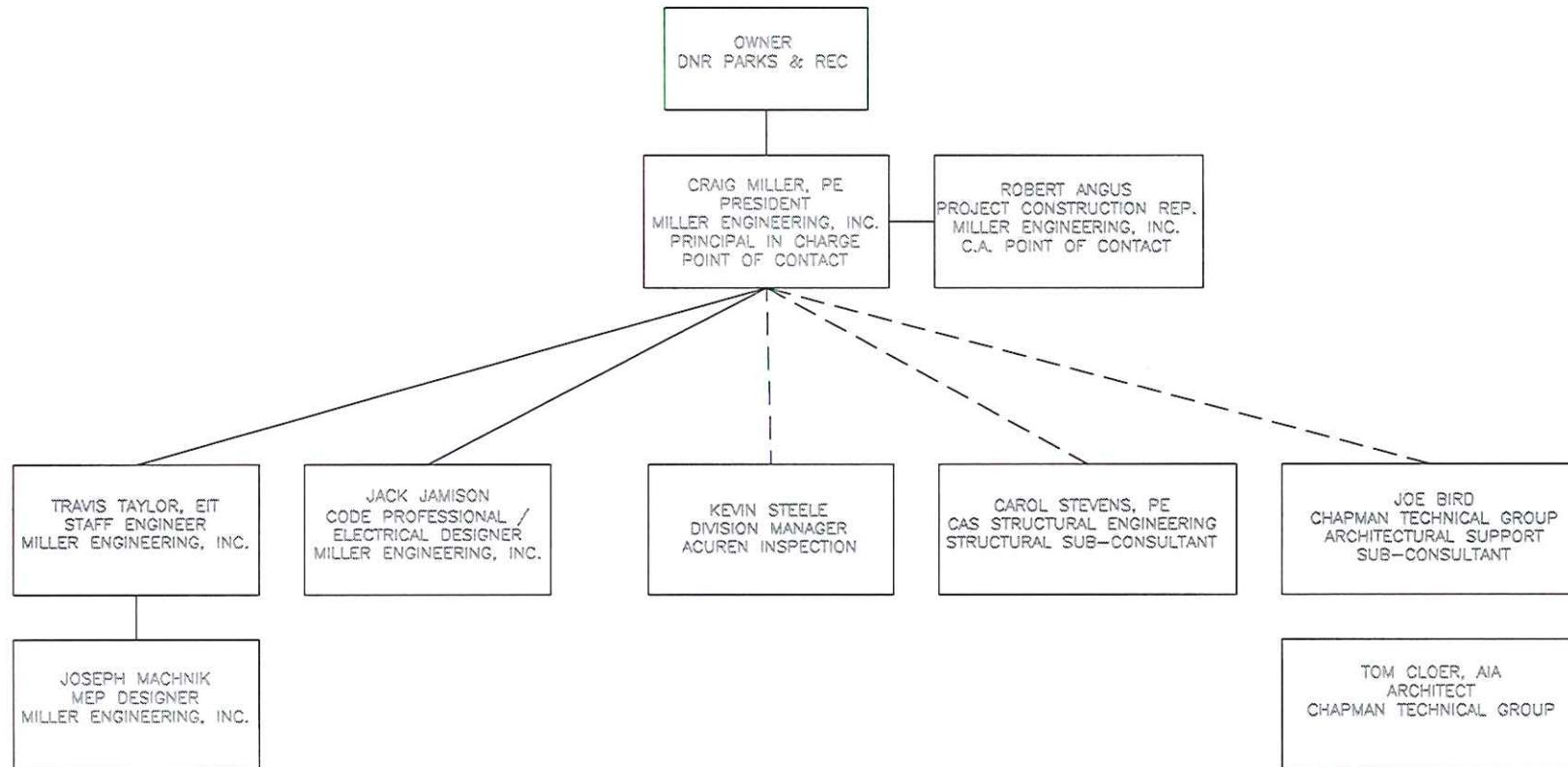
The preferred method of communication is written, but Miller Engineering's staff will use verbal communication if necessary for continuing project flow. Any verbal discussions or directions will be documented in meeting minutes or memo, and distributed to all members of the project team possibly affected by the conversation. To minimize project downtime and ensure there are no gaps in communication, Miller Engineering utilizes a backup system. The system consists of our secure network and a secure FTP site. All written correspondences are stored on the network and FTP site. Project team members are given access to the FTP site. The FTP site also serves as a way of transmitting large files electronically. This can serve to prevent downtime waiting on multiple emails or shipping hard copies.

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PROJECT ORGANIZATIONAL CHART

MCKEEVER LODGE HVAC PIPING – DNR213077



LEGEND

- DIRECT EMPLOYEE / CONSULTANT
- - - - - SUPPORT SUB-CONSULTANT

Cost Controls

McKeever Lodge contains existing HVAC water piping. Miller Engineering will review and evaluate the existing piping system to determine the level of repair and replacement necessary to make the system operable and reliable. As with any renovation or replacement, accurate detailing of the existing system and new work is essential to ensure a complete project delivered on time and within budget.

Coordination is one of the largest items affecting budget. Not only must there be coordination among all trades during construction, but also between the Owner and members of the design team starting at the programming and schematic design phase. This helps with alleviating confusion within the design documents, which can often be the basis of change orders.

Estimating Methodology

- Perform initial budgetary estimate of probable cost. Review initial estimate with owner to determine possible changes in scope or design.
- Utilize third party contractors, which will not be participating in bidding, to verify and provide feedback regarding the estimate of the designs installed costs.
- Communicate any possible cost implications of design changes with the Owner and the design team.
- Perform estimating at each design phase and update as necessary throughout.

Change Order Aversion Methodology

Miller Engineering uses the following methodology to reduce and mitigate confusion and change orders, helping to control unexpected costs. While it has become more detailed over time, the basis still remains the same.

Programming / Schematic Design

- Communicate with the owner in a clear and open fashion from the first meeting.
- Listen to and review the Owner's goals. Discuss methods for arriving at those goals.
- Review the Owner's operation and maintenance procedures and capabilities to ensure the system is designed to which the Owner can properly maintain.
- Review installation method requirements with local construction standards.
- Discuss the short and long term impacts of any design decisions amongst both the design team and with the Owner. Document any discussions in detail for the Owner to review.
- When feasible, review the project with Code Officials and any Authority Having Jurisdiction (AHJ) to ensure compliance.
- Explore options that may not have been originally considered. Explain the positives and negatives of any option to allow the Owner to make a educated decision.
- Ensure the plans being set forth are constructible and within budget.

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- Begin to coordinate the needs of the MEP systems with the rest of the project, particularly in terms of the impact on the building structure and architecture.

Design Development

- Review any changes that may affect the Owner's ability to operate and maintain the facility arising during schematic design prior to continuing with design development.
- Continuously review the design for constructibility.
- Communicate MEP system requirements to all members of the design team as early as possible. Resolve any conflicts within a timely manner.
- Continuously coordinate design work with all members of the design team. Lack of coordination is a leading cause of change order requests.
- Review the MEP system vendors with the Owner prior to the start of specifications.
- Any changes required during design development will be communicated in writing to the Owner with an explanation of potential impacts.

Construction Documents / Bidding Phase

- Communicate any unresolved issues from the Design Development phase at the beginning of the Construction Document phase.
- Peer review the documents once they have reached 30% complete.
- Review Miller Engineering's construction document checklist to ensure proper notes, legends, schedules, etc. are being developed and included.
- Perform full review of the documents focusing on operation and maintenance, as well as the impact on the facility.
- Peer review the documents once they have reached 50% complete.
- Develop a detailed description of outstanding issues or conflicts and resolve using a checklist methodology.
- Review specifications and notes to determine if they establish an appropriate level of quality for MEP system installation.
- Perform peer review of documents once they have reached 95% complete.
- Ensure the documents clearly define coordination amongst all trades.
- Perform final review of documents with Owner. Discuss in detail of how the project is implemented according to the plans and specifications.
- During the bidding process, answer any question in writing for distribution to all bidders. Ensure answers become part of project requirements. Answer questions in a timely manner to prevent delays in bid submissions.

Construction Phase

- Review contractor coordination at the first project meeting and any subsequent meetings.
- Perform timely review of shop drawings and submittals to reduce the potential for a delay based claim.
- Answer RFIs in a timely manner and issue clarification drawings (CSD) as necessary. Distribute CSDs to all potentially affected trades.

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Utilizing this methodology, Miller Engineering is able to maintain a very low change order rate. Most change orders are initiated by the Owner to add work to the project. During our ten years of providing service, Miller Engineering has averaged less than one change order for every three projects with an average cost of less than 0.5% of the total MEP cost.

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Project History in Relation to Change Orders*

Project Name	Change Order	Reason
Dominion Post HVAC Renovation	None	N/A
Washing Medical Associates Hospital	None	N/A
Blackwater Falls HVAC Upgrade	Yes	Degraded Condensate Piping
Bluestone Park Electric Upgrade	None	N/A
WVU Pools VGB Conversions	None	N/A
Bluestone Pool	None	N/A
Fairmont State Falcon Center	None	N/A
Twin Falls HVAC Replacement	None	N/A
Davis & Elkins College HVAC	None	N/A
Hawks Nest HVAC Replacement	None	N/A
Berkley Springs Bathhouse	9 (Accepted only 2)	Unforeseen Conditions
Bluestone Pool	None	N/A
Greenbrier Pool	None	N/A
Parkersburg Armory Conversion	None	N/A
Martinsburg Pool	None	N/A
Preston 911 Call Center	None	N/A
Moundsville Pool	None	N/A
Cass Store HVAC	None	N/A
Grafton Pool	None	N/A
Cheat Lake Elementary	None	N/A

*Excludes Owner requested change orders altering the scope of work.

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CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Miller Engineering, Inc.
(Company)


(Authorized Signature)

Craig Miller, PE President
(Representative Name, Title)

304-291-2234 304-291-2246
(Phone Number) (Fax Number)

1 Apr 13
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: DNR213077

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Miller Engineering, Inc.
Company


Authorized Signature

1 April 13
Date

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

RFQ No. DVR 231077STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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

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

DEFINITIONS:

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

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

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

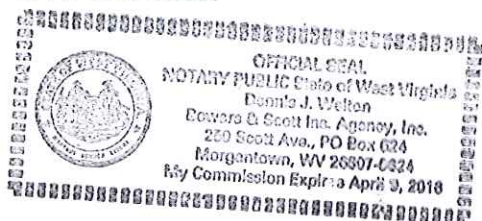
AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Miller Engineering, Inc.

Authorized Signature: _____

Date: 1 April 13State of West VirginiaCounty of MORGAN, to-wit:Taken, subscribed, and sworn to before me this 1st day of APRIL, 2013.My Commission expires April 9, 2016.**AFFIX SEAL HERE**

NOTARY PUBLIC _____



Purchasing Affidavit (Revised 07/01/2012)

CERTIFICATE OF *Authorization*

STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS

*The West Virginia State Board of Registration for Professional Engineers
having verified the person in responsible charge is registered in
West Virginia as a professional engineer for the noted firm, hereby certifies*

MILLER ENGINEERING, INC.

C02108-00

Engineer in Responsible Charge: BRIAN MILLER - WV PE 015184

*has complied with section §30-13-17 of the West Virginia Code governing
the issuance of a Certificate of Authorization. The Board hereby notifies you of its
certification with issuance of this Certification of Authorization for the period of:*

July 1, 2012 – June 30, 2013

providing for the practice of engineering services in the State of West Virginia.



IF YOU ARE REQUIRED TO REGISTER WITH THE SECRETARY OF STATE'S OFFICE,
PLEASE SUBMIT THIS CERTIFICATE WITH YOUR APPLICATION.

IN TESTIMONY WHEREOF, THE WEST VIRGINIA STATE BOARD OF
REGISTRATION FOR PROFESSIONAL ENGINEERS HAS ISSUED THIS COA
UNDER ITS SEAL, AND SIGNED BY THE PRESIDENT OF SAID BOARD.

BOARD PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

MILL-10

OP ID: EL

DATE (MM/DD/YYYY)

04/01/13

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 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 Henderson Brothers/SBD-C 920 Fort Duquesne Blvd Pittsburgh, PA 15222 Edgar D. Lauther	412-261-1842	CONTACT NAME:	
	412-261-4149	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: The Hartford	29424
		INSURER B: Beazley Insurance Co., Inc.	
		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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			40SBAIR8720	04/23/13	04/23/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY			40UECKT6293	07/08/12	07/08/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			40WECBK8242	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liab.			V12079120201	11/01/12	11/01/13	Limit 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Coverage

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

Solicitation

NUMBER
DNR213077

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

V E N D O R	RFQ COPY
	TYPE NAME/ADDRESS HERE

S H I P T O	DIVISION OF NATURAL RESOURCES PARKS & RECREATION SECTION
	324 4TH AVENUE SOUTH CHARLESTON, WV 25303-1228 304-558-3397

DATE PRINTED
02/22/2013

BID OPENING DATE: 04/09/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		906-29		
MCKEEVER LODGE HVAC PIPING						
EXPRESSION OF INTEREST (EOI)						
THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, PARKS AND RECREATION DIVISION, IS SOLICITING EXPRESSION OF INTEREST FOR THE PROFESSIONAL ENGINEERING AND INCIDENTAL ARCHITECTURAL SERVICES FOR THE DESIGN AND CONSTRUCTION OF REPLACEMENT HEATING AND COOLING FLUID PIPING AND RELATED MECHANICAL AND OTHER IMPROVEMENTS AT THE MC KEEVER LODGE LOCATED AT PIPESTEM RESORT STATE PARK, PER THE FOLLOWING BID REQUIREMENTS AND THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ DNR213077 ***** TOTAL:						

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 391 2234 ext 2	DATE 1/16/13
TITLE President	FEIN 86-1081386	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

EXPRESSION OF INTEREST

Pipestem Resort State Park McKeever Lodge Heating and Cooling Piping Replacement

TABLE OF CONTENTS:

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

SECTION ONE: GENERAL INFORMATION

1. **PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division ("Purchasing Division") is soliciting Expression(s) of Interest ("EOI" or "Bids") for West Virginia Division of Natural Resources, State Park Section ("Agency"), from qualified firms to provide architectural/engineering services ("Vendors") as defined herein.
2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide necessary Engineering and incidental Architectural Services for the Design and Construction of replacement heating and cooling fluid piping and related mechanical and other improvements at the McKeever Lodge located at Pipestem Resort State Park ("Project").
3. **SCHEDULE OF EVENTS:**

Release of the EOI.....March 01, 2013
 Firm's Written Questions Submission Deadline. .March 15, 2013 / 1:00PM.
 EST.
 Addendum IssuedTBD
 Expressions of Interest Opening Date.....April 09, 2013
 Estimated Date for Interviews (wk. of?).....TBD

EXPRESSION OF INTEREST

Pipestem Resort State Park
McKeever Lodge Heating and Cooling Piping Replacement

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 NON-MANDATORY PRE-BID meeting will be held at the following place and time:

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five 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 in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:

March 15, 2013 at 1:00 PM. EST.

Submit Questions to:

Guy Nisbet

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: (304) 558-3970

Email: guy.l.nisbet@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus 3 convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☒ | Technical
 ☐ | Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

April 09, 2013 at 1:30PM. EST.

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 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.

EXPRESSION OF INTEREST

Pipestem Resort State Park McKeever Lodge Heating and Cooling Piping Replacement

SECTION THREE: PROJECT SPECIFICATIONS

1. **Location:** Agency is located at 324 4th Avenue, South Charleston, WV 25303 and the Project will be completed at Pipestem Resort State Park, RR20, Box 150, Pipestem, WV.
2. **Background:** The Division of Natural Resources desires to replace and repair certain components of the heating and cooling piping and other related work at the McKeever Lodge at Pipestem Resort State Park. McKeever Lodge has 113 guest rooms with support facilities such as meeting and dining rooms, kitchens, and conference rooms. This building is beyond 40 years old and the original piping is deteriorated to the point that it must be replaced.
3. **Qualifications and Experience:** Vendors will provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.
 - 3.1 In addition to the above, the Vendor must provide information regarding the following:
 - a. The successful firm or team must demonstrate a clear procedure for communication with the owner during all phases of the project.
 - b. The successful firm or team must demonstrate a history of projects that met the owners budget and a clear plan to insure the project can be constructed within the project budget. This plan must be described in detail.
 - c. The successful firm or team must demonstrate competent and acceptable experience in all expected professional disciplines necessary for the design and completion of the project.
4. **Project and Goals:** The project goals and objectives are:
 - 4.1. Goal/Objective 1: Review existing plans and conditions and evaluate to determine a priority for all necessary replacement of piping or equipment. Review the operation of the park lodge so a work plan can be determined that will minimize disruption to concurrent operation of the facility.
 - 4.2. Goal/Objective 2: As a portion of this process outlined in Objective 1, provide

EXPRESSION OF INTEREST

Pipestem Resort State Park

McKeever Lodge Heating and Cooling Piping Replacement

all necessary services to design the facilities described in this EOI in a manner that is consistent with The Division of Natural Resources needs, objectives, current code, and budget.

- 4.3. Goal/Objective 3: Provide Construction Contract Administration Services that insures the project is constructed and functions as designed.

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

- 5.1. Materials and Information Required at Oral Presentation:

The Vendor must be prepared to discuss and clarify required items submitted with the EOI as indicated in Section 3.

EXPRESSION OF INTEREST

Pipestem Resort State Park McKeever Lodge Heating and Cooling Piping Replacement

SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOI's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.

2. **BIDS MUST NOT CONTAIN PRICE QUOTATIONS:** The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. In accordance with the Code requirements, no "price" or "fee" information is requested or permitted in the bid response.

3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with West Virginia Code §5G-1-3. That Code section requires the following:
 - 3.1. **Required Elements of EOI Response:** The director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project.

 - 3.2. **Public Advertisement:** All EOI requests shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3-1 et seq.

 - 3.3. **Selection Committee Evaluation & Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
 - 3.3.1. evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.

 - 3.3.2. conduct interviews with each firm selected and the conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment.

 - 3.3.3. rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall

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commence scope of service and price negotiations with the highest qualified professional firm.

3.3.4. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm.

3.3.5. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.

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

• Qualifications and experience	40 Points Possible
• Approach and methodology for meeting Goals and Objectives	40 Points Possible
• Oral Interview	20 Points Possible
Total	100

EXPRESSION OF INTEREST

Pipestem Resort State Park
McKeever Lodge Heating and Cooling Piping Replacement

SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 "Agency" 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 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" 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 successful bidder and Contract holder.
 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

| | **Term Contract**

Initial Contract Term: This Contract becomes effective on

and extends for a period of year(s).

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 must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

| ☒ | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within three hundred sixty-five (365) days.

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

| | **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- ☐ | **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - ☒ | **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - ☐ | **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - ☐ | **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- ☐ | **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

- | | **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- | | **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- | | **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- | | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- | ☒ | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

- | ☒ | **Commercial General Liability Insurance:**

or more.

- | | **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

- | ☒ |

| |

| |

| |

| |

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

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

[]	
[]	
[]	
[]	

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

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

	for	

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. 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.

15. 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.

16. 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.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

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

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid 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.
23. **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.
24. **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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **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.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **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.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **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.
31. **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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

45. 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.

- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

52. 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 of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

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

- a. 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

- b. 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.

53. 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.

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:
 - a. 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:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
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.



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

Solicitation

NUMBER

DNR213077

PAGE

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET

304-558-8802

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DIVISION OF NATURAL RESOURCES
PARKS & RECREATION SECTION

324 4TH AVENUE
SOUTH CHARLESTON, WV
25303-1228 304-558-3397

DATE PRINTED

03/19/2013

BID OPENING DATE:

04/09/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.01						
ADDENDUM FOR THE "EOI" ENGINEERING PROJECT FOR THE WVDNR LOCATED AT THE MCKEEVER LODGE, PIPESTEM RESORT STATE PARK, ISSUED TO ADDRESS THE QUESTIONS AND PUBLISH THE RESPONSES TO THE VENDOR COMMUNITY, AND TO ADD THE MODIFIED HIPAA BUSINESS ASSOCIATE #38 OF THE TERMS AND CONDITIONS OF THE ORIGINAL SOLICITATION.						
HIPAA BUSINESS ASSOCIATE ADDENDUM: THE WEST VIRGINIA STATE GOVERNMENT HIPAA BUSINESS ASSOCIATE ADDENDUM (BAA), APPROVED BY THE ATTORNEY GENERAL, IS AVAILABLE ONLINE AT: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/HIPAA.HTML AND IS HEREBY MADE PART OF THE AGREEMENT PROVIDED THAT THE AGENCY MEETS THE DEFINITION OF A COVERED ENTITY (45 CFR 160.103) AND WILL BE DISCLOSING PROTECTED HEALTH INFORMATION (45 CFR 160.103) TO THE VENDOR. ADDITIONALLY, THE HIPAA PRIVACY, SECURITY, ENFORCEMENT AND BREACH NOTIFICATION FINAL OMNIBUS RULE WAS PUBLISHED ON JANUARY 25, 2013. IT MAY BE VIEWED ONLINE AT: HTTP://WWW.GPO.GOV/FDSYS/PKG/FR-2013-01-25/PDF/2013-01073.PDF ANY ORGANIZATION, THAT QUALIFIES AS THE AGENCY'S BUSINESS ASSOCIATE, IS EXPECTED TO BE IN COMPLIANCE WITH THIS FINAL RULE. FOR THOSE BUSINESS ASSOCIATES ENTERING INTO CONTRACTS WITH A HIPAA COVERED STATE AGENCY BETWEEN JANUARY 25, 2013 AND THE RELEASE OF THE 2013 WV STATE AGENCY BUSINESS ASSOCIATE AGREEMENT, OR SEPTEMBER 23, 2013 (WHICHEVER IS EARLIER), BE ADVISED THAT YOU WILL BE REQUIRED TO COMPLY WITH THE 2013 WV STATE AGENCY BUSINESS ASSOCIATE AGREEMENT. FOR THOSE						

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Solicitation

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DNR213077

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GUY NISBET 304-558-8802

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DIVISION OF NATURAL RESOURCES
PARKS & RECREATION SECTION

324 4TH AVENUE
SOUTH CHARLESTON, WV
25303-1228 304-558-3397

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DATE PRINTED
03/19/2013

BID OPENING DATE:

04/09/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUSINESS ASSOCIATES WITH CONTRACTS WITH A HIPAA COVERED STATE AGENCY EXECUTED PRIOR TO JANUARY 25, 2013, BE ADVISED THAT UPON RENEWAL OR MODIFICATION, YOU WILL BE REQUIRED TO COMPLY WITH THE 2013 WV STATE AGENCY BUSINESS ASSOCIATE AGREEMENT NO LATER THAN SEPTEMBER 22, 2014.						
NO OTHER CHANGES.						
0001	1	LS		906-29		
MCKEEVER LODGE HVAC PIPING						
***** THIS IS THE END OF RFQ DNR213077 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER:

DNR213077

Addendum Number:

01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

ADDENDUM FOR THE "EOI" ENGINEERING PROJECT FOR THE "WVDNR" LOCATED AT THE MCKEEVER LODGE, PIPESTEM RESORT STATE PARK, ISSUED TO ADDRESS THE QUESTIONS AND PUBLISH THE AGENCYRESPONSES TO THE VENDOR COMMUNITY.

TO ADD THE MODIFIED HIPAA BUSINESS ASSOCIATE #38 OF THE TERMS AND CONDITIONS OF THE ORIGINAL SOLICITATION.

NO OTHER CHANGES.

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

Terms and Conditions:

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

ATTACHMENT A

Addendum #1

EXPRESSION OF INTEREST

Pipestem Resort State Park

McKeever Lodge Heating and Cooling Piping Replacement

#DNR213077

The following Technical Questions were received prior to the deadline:

- Q. 1) Is the existing equipment to remain as is? Pumps, AHU's, etc., No equipment replacement.
- A. The owner does not anticipate replacing any significant amount of equipment.
- Q. 2) Are the piping valves (shut off, control valve, flow control, etc.) at the equipment to remain or be replaced?
- A. Flow control valves and controls may require replacement; depending on the conditions that a thorough engineering evaluation of the system will reveal.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR213077

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
 Revised 6/8/2012