



Expression of Interest
Modernization of Building Five Freight Elevator
CEOI 0211 GSD1700000003
April 12, 2017



Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

04/07/17 09:33:00
WV Purchasing Division

The Miller Engineering Difference



When people ask me what it is exactly we do here at Miller Engineering, I like to explain our craft as “the stuff that makes people’s eyes roll into the back of their heads when we go into detail”. Our work isn’t exciting or pretty – it’s the behind-the-scenes stuff that makes the pretty, exciting facilities functional – but we know we’ve done the job right if no one knows we were ever there.

I founded Miller Engineering in 2002 when, after 6 years working for West Virginia University and 20 years spent in facilities operation and maintenance, I decided it was time to provide a solution that was different by design. We’re not your typical MEP firm; we ensure our designs meet very specific, time-tested criteria, including but not limited to being constructible, operable and maintainable. It’s an improved process that, in short, helps owners and their staffs effectively operate and maintain their systems. We want to set up our clients to be self-sufficient, but we work to be available every step of the way.

Our hands-on staff takes great pride in their construction and operations backgrounds, which help us see the project as being constructed instead of just lines on paper. We don’t sit clients down and lecture to them about what they’re going to get; we listen to them so we can strive to deliver exactly what they want and need. It costs too much time and money (for both our clients and us) to not deliver exceptional service every single time, and we work tirelessly to keep projects on time and on budget. We’re proud to say that our change order percentage over the last 8 years is less than 0.1%, and that’s not just a statistic; it’s a proclamation of our commitment and determination to make sure things are done right the first time, every time.

Miller Engineering has completed several successful projects with the West Virginia General Services Division in addition to currently bidding the HVAC renovations to Building 36 in Charleston. Last year we successfully completed the HVAC piping replacement to Building 25 in Parkersburg. We have experience with the requirements and processes with state procurement, and can deliver a successful project from design through close-out and warranty. For this project, we have decided to team up with Richard Kennedy of Kencor Inc, who has over 40 years of experience in the commercial elevator industry. I would like to personally thank you for affording Miller Engineering the opportunity to propose on the Building 5 Elevator Modernization Project.

Best regards,

Craig Miller
President/Owner
Miller Engineering, Inc.



TAB 1 – Concept



WV Bldg 5 Freight Elevator Modernization Concept and Qualifications

General Qualification Statement:

Prior to forming MEI, Craig Miller managed the elevator maintenance and renovation program at WVU, which had some 125 elevators at the time. This experience gives him detailed working knowledge of the systems, the applicable codes, and implementing renovations. Rick Kennedy has worked in the elevator industry for over 40 years and brings real world knowledge of systems, particularly in terms of evaluation of existing and the final product to the team.

Concept:

The first step in addressing the concerns related to the elevator is evaluation. This will include discussions with the Owner concerning operational issues, review of any paperwork logs related to the elevator, and an on-site evaluation. Both MEI and KENCOM have evaluated elevators of this type on many occasions. KENCOM previously evaluated this elevator some 7 or 8 years ago so we have reference material to assist in determining the condition of the system at this time. Such a physical evaluation includes such items as the controller, ropes, sheaves, machinery, rails, rollers, brakes, car and hatch doors, service and working space, and machine room HVAC. MEI has previously evaluated the HVAC systems serving the machine room.

Based on our previous evaluation, the controller will likely require replacement, the ropes and sheaves would likely be replaced, and the guideway will require attention as a minimum. Hall calls and signal would likely be replaced and the fire alarm interface will have to be reviewed and modified to meet codes.

Once the system are evaluated, then a written report with recommendations will be prepared to serve as the basis of discussion of the scope of work with the Owner. Having done this previously, there are certain items which, once the system is "touched" for renovation, must be addressed by code. The recommendations will be broken down with such items as "mandates" and others as "options". MEI and KENCOM will review these in detail with the Owner and utilize the Owner's decisions to prepare documents to competitively bid the renovation. The team will evaluate the bids as requested and will perform construction administration to implement the renovation.

MEI, with KENCOM as a sub consultant, will perform the project entirely unless structural or architectural modifications were discovered to be necessary. Based on our knowledge this is unlikely, however should the need arise, we would utilize a local resource such as Alpha Associates as a sub consultant to address the concerns. MEI will be the sole contracting entity for the project.

MEI understands that the work product will become the property of the agency and may be used or shared. It is also our understanding that, with WV state law, such use results in indemnification of our firm for any outcomes related to use in this manner.

MEI and KENCOM have, for many years, performed similar services to modernize elevators and design in compliance with building and life safety codes, including those under NFPA as adopted by Title 57 of the WV State Code. As previously mentioned, such items as fire alarm integration, and HVAC requirements will be incorporated into our design of the renovation.

MEI has never had a vendor complaint filed against it. In the history of Miller Engineering, there have been no adverse professional regulatory assertions or actions against our firm. We have never been terminated from a contract, had any debarments, suspensions or sanctions from any state Board governing our services. MEI has been involved as a defendant in one litigation since its inception in 2003. The claim related to an asserted HVAC design deficiency which was never proven. The matter was settled by our insurance carrier; whose professional witnesses found our design to be in accordance with professional design standards.

Project Organization (Timing):

Our current work load is such that providing the services requested presents no concerns at this time.

Anticipated Schedule:

Evaluation - 6 weeks

Report and Recommendations – 4 weeks

Owner Review and Decisions - 2 weeks

Contract Documents – 8 weeks

Bidding – Assumes 8 weeks

Equipment Lead Time – 12 to 16 weeks

Construction – 12 weeks, 18 weeks if drive machinery replacement required

Respectfully submitted this 12th day of April 2017.



Craig Miller PE
President
Miller Engineering, Inc



TAB 2 – Qualifications



Staff – Proposed Staffing Plan

Team Leader	<i>Craig Miller, PE</i>
Primary Point of Contact	<i>Craig Miller, PE</i>
Engineer in Responsible Charge	<i>Craig Miller, PE</i>
Lead MEP Engineer	<i>Travis Taylor, PE</i>
Project Construction Representative	<i>Robert Angus</i>
Lead Designer/BIM Coordinator	<i>Joseph Machnik</i>

The Miller Engineering Difference



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Best regards,

Craig Miller
President/Owner
Miller Engineering, Inc.



Travis Taylor, PE

Experience in project management facilitates Travis’s ability to create and design constructible projects. Prior to joining the Miller Engineering team he was directly responsible for managing \$10 million in electrical construction budgets. His experiences encompass both new construction and renovation. Travis maintains professional competencies by attending seminars and continuing education classes. As lead engineer he provides HVAC, mechanical, plumbing and electrical design solutions and services for our clients. In addition, he is part of our team’s complete assessment process in both planning and MEP design through construction administration.

Project Role: Lead MEP Engineer

- Design of Mechanical, Electrical, and Plumbing Systems
- Building Information Modeling - Revit
- Constructible Materials Evaluation
- Site Evaluation and Mechanical System Review
- Submittal and RFP Review
- RFI Coordination, Review, and Response
- Construction Observation

Professional Project Highlights

- Suncrest Middle Gym HVAC
- MTEC Welding Shop
- North Elementary Gym HVAC
- WV State Building 36 HVAC Upgrades
- WV State Building 25 HVAC Piping Replacement
- Bobtown Elementary School HVAC Upgrades
- Holly River State Park Primary Electric Service Replacements Phase I & II
- Pipestem Lodge McKeever Lodge HVAC Piping Replacement

Professional History

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

Education

2006 West Virginia University, BS – Mechanical Engineering

Licenses and Certifications

- Professional Engineer - State of West Virginia
- OSHA 10-hour Course: Construction Safety & Health



Robert Angus

20 Years of maintenance, operations, and construction management precede Rob'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. Rob's hands-on approach, 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. Rob is involved at the estimation phase

to allow for continuity within the project's design and construction.

Project Role: Construction Representative

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

Professional Project Highlights

- MTEC Welding Shop
- Cheat Lake Elementary HVAC Upgrade
- Suncrest Middle School Gym HVAC Upgrade
- North Elementary School Boiler/AC
- Mapletown Jr./Sr. High School HVAC/Boiler Upgrade
- 3RD Party Construction Observation – Canaan Valley Resort
- Hawks Nest/Twin Falls HVAC
- WVU Research Building Office Renovation

Professional History

2009- Present	Miller Engineering, Inc.	Project Construction 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 West Virginia General Contractor
- Licensed West Virginia HVAC Contractor
- Certified HVAC Mechanical Contractor
- Licensed West Virginia Journeyman Electrician
- Licensed West Virginia Master Plumber
- OSHA 10-Hour Construction Safety & Health



Joseph Machnik

Joe has experience with AutoCAD, MEP and Revit MEP. He provides design modeling, drafting and supervised design services and construction support for Miller Engineering.

Project Role: MEP Designer

- *Revit/CADD Coordination of New Construction and Renovation Designs*
- *Building Information Modeling*

Professional Project Highlights

- Bobtown Elementary HVAC
- WV State Building 25 HVAC Piping Replacement
- Suncrest Middle Gym HVAC
- North Elementary Gym HVAC
- WV State Building 36 HVAC Upgrades
- Westwood Middle Cooling Tower
- Pipestem Lodge HVAC Piping Replacement

Professional 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*

Richard A. Kennedy & Associates

Elevator Consultants

1110 Independence Drive
West Chester, PA 19380
rakelevator@aol.com

Office 610-793-1372
Cell 484-802-9201
Fax 610-793-5093

CURRICULUM VITAE

Occupation: President, C.E.O., Kencor Inc.

Date of Birth: January 14, 1948

Education: Widener University, Chester, Pa.
Degree: Masters in Business (MBA) 1977
Villanova University, Villanova, Pa.
Degree: Arts & Science (A & S) 1969

Work Experience: 1982-Present: **KENCOR INC., ELEVATOR SYSTEMS**
Work Duties: C.E.O., primarily responsible for interfacing all Departments, responsible for design specifications, Marketing, consulting to A. & E., Actively engaged in all aspects of field operations.

1994-1996 **DELCO Elevator Equipment Sales, Inc.**
Work Duties: C.E.O., primarily responsible for interfacing all departments of a hydraulic elevator manufacturing company.

1978-1981 **ELEVATOR SALES & SERVICE, INC.**
Work Duties: C.E.O. primarily responsible for interfacing all departments, responsible for design specifications, marketing, consulting to A. & E., actively engaged in all aspects of field operations, Directly responsible for all union negotiations and education.

1972-1978 **SALES MANAGER/SERVICE MANAGER**
Work Duties: Directed all marketing efforts and provided field supervision where required to union field personnel.

1969-1972 **SERVICE ENGINEER**
Work Duties: Primarily responsible for the maintenance and servicing of vertical transportation equipment associated with the elevator trade.



TAB 3 – Project Organization



Project Team Breakdown

Lead Firm

- Assigned Staff

Miller Engineering, Inc.
Morgantown, WV

Craig Miller, PE
Travis Taylor, PE
Joseph Machnik
Robert Angus

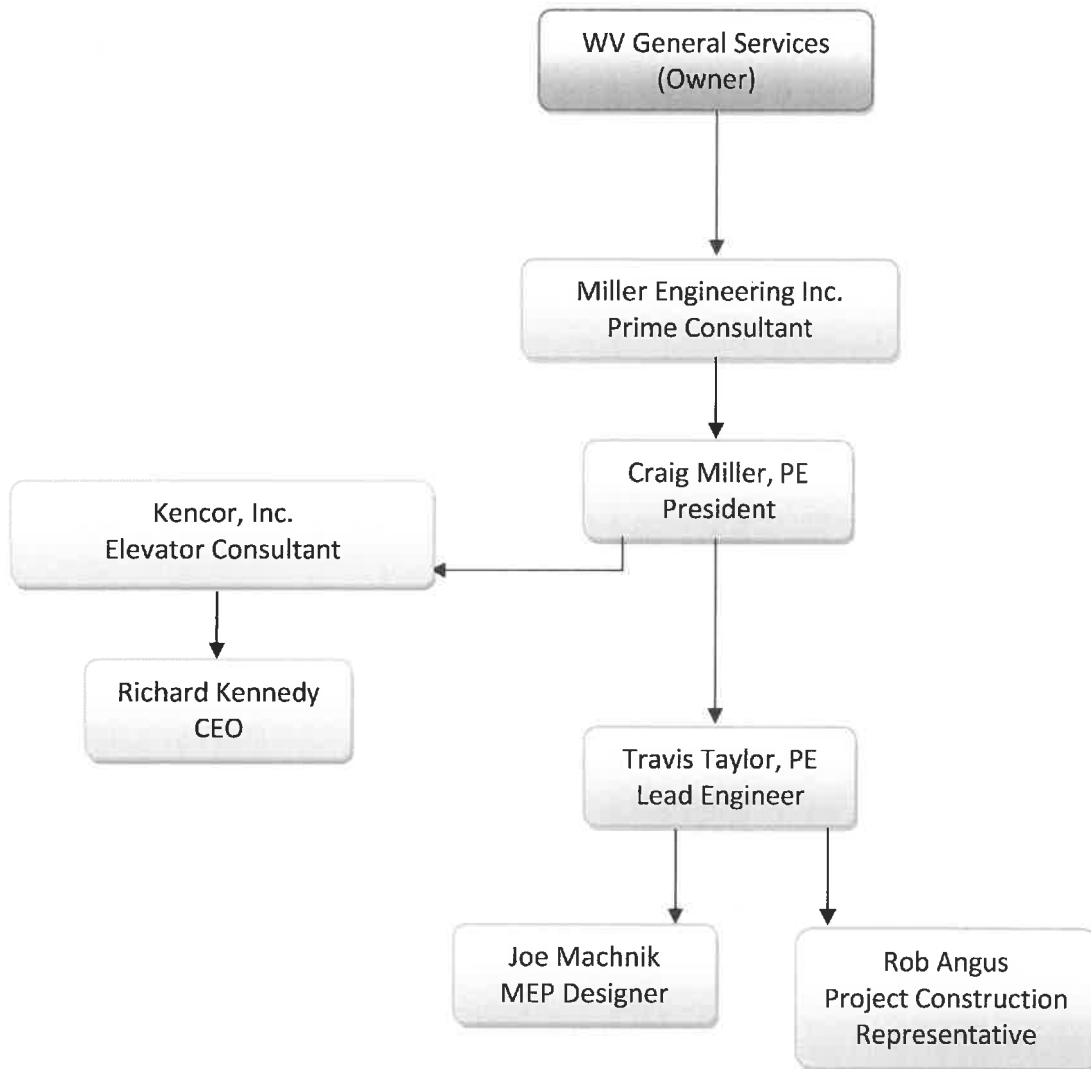
Elevator Consultant

- Assigned Staff

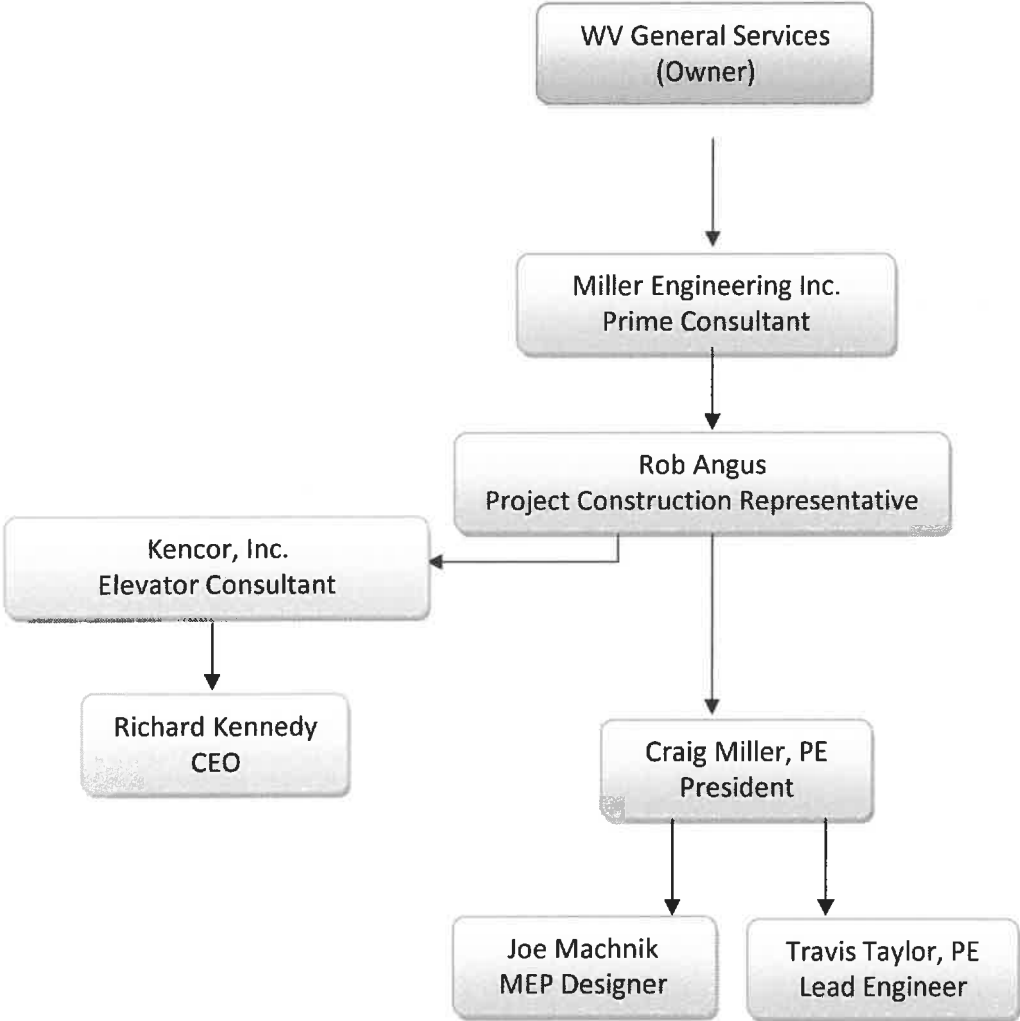
Kencor, Inc.
West Chester, PA

Richard Kennedy

Organization Chart - Design



Organization Chart - Construction





TAB 4 – Experience



Project Experience: HVAC Upgrade

West Virginia State

Building 25

Parkersburg, WV

Services Provided:

- Mechanical Piping
- Electric
- Construction Administration

Estimated Budget: \$843k

Facility Area: 58,500 ft²

**Owner: State of West Virginia –
General Services Division**



The PVC piping system at Building 25 had a history of leaking, along with smaller piping sagging over time and breaking, prompting the owner to replace the entire system. The building was a logistic challenge to design due to offset multi-level mezzanines, resulting in low deck-to-deck heights in the lower levels. A new, rolled-groove piping system was installed, including a new cooling tower and supporting structure, and connected to the original boilers. To eliminate the problems associated with manganese, which forms solids and clogs piping, the system was converted from water to propylene glycol with the flow rates adjusted to accommodate the change.

MEI designed a phased approach to accomplish the piping, which was adjusted in consultation with the owner and contractor during construction to minimize the impact on the building occupants, who remained in the building during the entire construction period. MEI worked on an almost daily basis with the contractor to accomplish the re-piping of the building, providing support and real-time answers to questions and to work around challenges.

Project Contact:

*David Parsons, Operations and
Maintenance Manager
State Capitol, Room E-119
(304) 957-7122*

Project Experience: HVAC Upgrade

West Virginia State Building 36 (1 Davis Sq.)

Charleston, WV

Services Provided:

- HVAC System Replacement
- Mechanical Piping
- Electric
- Construction Administration

Estimated Budget: \$2.1M

Facility Area: 58,400 ft²

**Owner: State of West Virginia –
General Services Division**



The 30-plus year old chiller serving Building 36 failed in the spring of 2016. MEI was retained to design the installation of a temporary rental chiller, which remains in service at this time. MEI was then retained to design a full HVAC retrofit to the building due to the condition of the air handlers, ductwork, VAV boxes, and associated systems. The building presented unique challenges as it was originally two buildings in which the common space was later in filled to create one building. The deck to deck heights in some areas are very limited, resulting in the need for accurate evaluation, design, and detailing in the construction documents. MEI designed a phased approach to accomplish the project. The phasing was developed directly with the owner to minimize the impact on the building occupants; who had to relocate to swing space phase by phase. Instead of just replacing the existing system in-kind, MEI designed a system utilizing three rooftop units ducted vertically through the building, which eliminates the sole source failures that have plagued the system for several years. The project is ready for bid at this time.

Project Contact:

*David Parsons, Operations and
Maintenance Manager
State Capitol, Room E-119
(304) 957-7122*

Descriptions of Past Projects Completed – MEP

Morgantown High School HVAC Renovation

Services Provided:

- Mechanical
- Electrical
- Plumbing
- Fire Alarm

Estimated Budget: \$1.0M

Contract Amount: \$1.038M

**Owner: Monongalia County Board of
Education**

Status: In Construction



Morgantown High school, like others throughout the state, has seen many changes through the years. Previous upgrades shifted heating load away from the steam boiler plant, resulting in the plant being significantly oversized to the load and operating with low efficiency. The 40 year old boilers have exceeded their operational life and are experiencing reliability issues.

Previous projects installed split DX refrigerant based systems in several classrooms within the science and technology wing. These units are obsolete and require replacement with a more reliable system, which can meet current ventilation standards. Additionally, there are 3 classrooms, which are heating only with little or no control, that require addition to the overall solution for this section of the building. MEI is evaluating multiple options for resolving these issues, included a preliminary master plan for any space recovered in the replacement of the boilers with much higher efficiency models.

This project is scheduled to be complete in
Summer 2017.

Project Contact:

Paul Drake

Monongalia County Facilities

Phone: (304) 291-9210

Project Experience: Elevators

West Virginia State Capitol Complex

Charleston, WV

Services Provided:

- Mechanical
- Electrical
- Plumbing
- Fire Alarm
- Fire Protection

Estimated Budget: \$3.5M

Facility Area: N/A

Owner: State of West Virginia



The project was implemented in phases by priority, based on initial evaluation of systems for safety, availability of parts, maintainability and owner needs. Some systems had been condemned by the Department of Labor with mechanical and structural concerns requiring complete replacement. Some rope systems were replaced with a hydraulic system to alleviate structural concern. Upon completion of a facility review, Miller Engineering provided detailed evaluation of mechanical, electrical and plumbing systems which support elevator function in multiple buildings throughout General Services. MEP design, preparation of bid documents and construction administration for systems associated with the repair or replacement of the elevators was provided. All systems were successfully brought to current codes and standards including fire alarm and fire suppression. MEI worked as a sub consultant to the elevator consultant providing MEP, Fire and Sprinkler interfaces to the Elevators.

Project Manager:
Dennis Stewart
WV General Services Division

Descriptions of Past Projects Completed – MEP

Mapletown Junior/Senior High School Elevator Addition

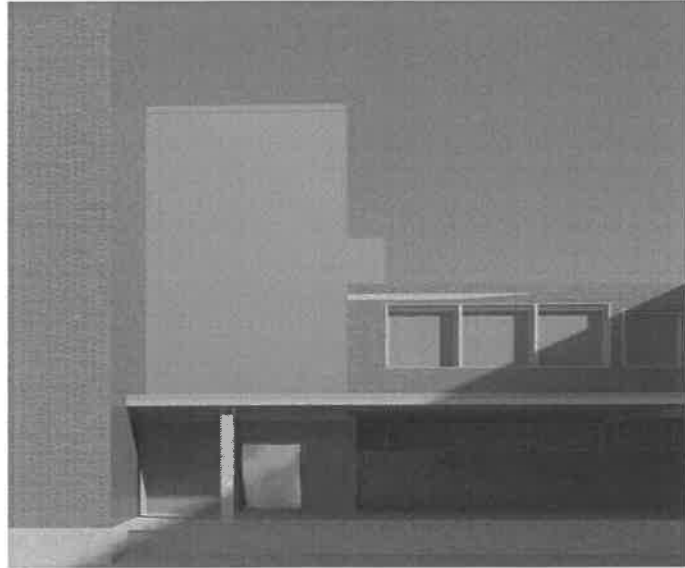
Services Provided:

- Elevator Addition
- MEP Relocation
- Elevator Lobby Construction

Estimated Budget: \$650K

Facility Area: 18,500 ft²

**Owner: Southeastern Greene
School District**



The Southeastern Greene School District in Pennsylvania made the decision to add an elevator to Mapletown Jr/Sr High School.

Miller Engineering was hired to provide design consultation on the project. After walking the facility and meeting w/ facilities staff, it was determined that the loading dock would be the best location for the elevator. A three stop hydraulic elevator will be installed. Miller hired Alpha Associates for assistance with architectural and structural design related to the elevator shaft and new elevator lobby that will be created on the second floor. Existing mechanical, electrical, and plumbing systems had to be relocated for the elevator installation as well as new MEP extended to serve the elevator. The project is currently under construction to be completed in August 2017.

Project Contact:

*Patrick R. Sweeney, Business Manager
Southeastern Greene School District
(724) 943-3630 ext. 2243*

STATE 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: [Signature] Date: 4/6/17

State of West Virginia

County of Taylor, to-wit:

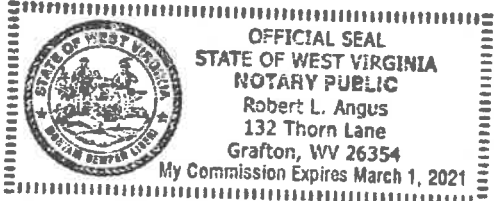
Taken, subscribed, and sworn to before me this 6th day of April, 2017.

My Commission expires March 1st, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 08/01/2015)



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

B. Craig Miller, Pres.
 (Name, Title)
B. Craig Miller, President
 (Printed Name and Title)
429 Laurel Run Rd Carmichaels, PA 15320
 (Address)
304-291-2234
 (Phone Number) / (Fax Number)
Cmiller@milliereng.net
 (email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Miller Engineering, Inc.
 (Company)

B. Craig Miller
 (Authorized Signature) (Representative Name, Title)

B. Craig Miller, President
 (Printed Name and Title of Authorized Representative)

4/12/2017
 (Date)

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



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

State of West Virginia
 Centralized Expression of Interest
 02 — Architect/Engr

Proc Folder: 308240

Doc Description: EOI Modernization of Building Five Freight Elevator

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2017-03-08	2017-04-12 13:30:00	CEOI 0211 GSD1700000003	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X

FEIN #

841081386

DATE

12 Apr 17

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

ADDITIONAL INFORMATION:

Expression of Interest

The Acquisition and Contract Administration Section of the Purchasing Division is soliciting Expression(s) of Interest for the West Virginia Department of Administration, General Services Division, from qualified firms to provide architectural/engineering services as defined herein.
 **Online submissions are prohibited for Expression of Interest

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 1900 KANAWHA BLVD E, BLDG 1, RM MB-68 CHARLESTON WV 25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 5 - HIGHWAYS 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue
1	EOI Modernization of Building Five Freight Elevator		

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description :

EOI Modernization of Building Five Freight Elevator

GSD1700000003	Document Phase Draft	Document Description EOI Modernization of Building Five Freight Elevator	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXPRESSION OF INTEREST

Modernization of Freight Elevator Bldg. 5

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 the West Virginia Department of Administration, General Services Division (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
- 2. PROJECT:** The mission or purpose of this project for which proposals are being solicited is to provide an assessment for a full modernization of the Freight Elevator, located in Building #5. This shall include a review of all equipment (i.e. controls, motors, hoistways, cab, etc) to establish a strategy that shall bring the entire system into code compliance. Any controls and/or parts used for system replacement should be universal and without proprietary equipment licenses. Although the General Services Division has restored partial service to the elevator it has been deemed “functionally obsolete. Selected firm will be required to perform all phases of design, from schematic design to construction administration.

The firm selected shall provide a report with recommendations for remediation including the estimated costs for the design and administering construction to bring the elevator up to code.

EXPRESSION OF INTEREST

Modernization of Freight Elevator Bldg. 5

3. SCHEDULE OF EVENTS:

Release of the EOI.....	03/08/2017
Firm's Written Questions Submission Deadline.	3/28/2017
Addendum Issued	TBD
Expressions of Interest Opening Date.....	4/12/2017
Estimated Date for Interviews (wk of 4/24/2017)	TBD

EXPRESSION OF INTEREST
Modernization of Freight Elevator Bldg. 5

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 nonbinding.

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

Question Submission Deadline: March 28, 2017 by 9:00am EST

Submit Questions to: Jessica S. Chambers, Senior Buyer
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: jessica.s.chambers@wv.gov

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

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Modernization of Building Five Freight Elevator
BUYER: Jessica S. Chambers, Senior Buyer
SOLICITATION NO.: CEOI 0211 GSD1700000003
BID OPENING DATE: April 12, 2017
BID OPENING TIME: 1:30pm EST
FAX NUMBER: 304-558-3970

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

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a 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: (This only applies to CRFP)

- Technical
- Cost

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

Bid Opening Date and Time: April 12, 2017 at 1:30pm EST

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

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

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

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

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

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

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

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

15. PREFERENCE: Vendor Preference may 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with 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 contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

EXPRESSION OF INTEREST

Modernization of Freight Elevator Bldg. 5

SECTION THREE: PROJECT SPECIFICATIONS

1. **Location:** Agency and work location these services are being solicited for is 1900 Kanawha Boulevard East, Building #5 Charleston, WV, 25305 – located on the WV State Capitol Complex Campus.
2. **Background:** The Building 5 freight elevator is called Elevator #6, the Freight Elevator. It is an Otis Traction Elevator, with Serial# is 2071 15. It has a weight capacity of 5,000 lbs., a speed of 350 feet per minute, and stops at 12 landings in the building. It was installed in 1968. Recent failures to the operability of the elevator have prompted the Agency to seek a complete modernization to the car. The car is currently in service.
3. **Qualifications and Experience:** Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.
4. **Project and Goals:** The project goals and objectives are:
 - 4.1. **Objective 1:**
Assess the freight elevator and its equipment, make recommendations that will bring the elevator and equipment into compliance with all applicable Federal and State Codes;
 - 4.2. **Goal/Objective 2:**
Provide a written report outlining the elevator's condition, recommended remediation, and estimated costs for remediation.
 - 4.3. **Goal/Objective 3**
Provide bidding documents and construction administration services for the owner-agreed items for remediation.

EXPRESSION OF INTEREST

Modernization of Freight Elevator Bldg. 5

4.4. Goal/Objective 4

Provide all services within no more than one (1) year of award of the Contract, assuming a rapid design phase services, with bidding phase services to take 2-3 months. Time is of the essence to complete the modernization of the elevator.

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

- 5.1. **Materials and Information Required at Oral Presentation:** Selected firms should be prepared to conduct an approximately thirty-minute interview question-and-answer session, with allowance to the firm for the first quarter hour to make a presentation of any type they deem suitable to demonstrate their abilities, knowledge of the subject matter and qualifications. Questions can be based on any aspect of the project or submitted proposals. Selected firms should be prepared to provide their own presentation materials and any required equipment to make their presentation.

EXPRESSION OF INTEREST

Modernization of Freight Elevator Bldg. 5

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

EXPRESSION OF INTEREST

Modernization of Freight Elevator Bldg. 5

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 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 | 50 Points Possible |
| • Approach and methodology for meeting Goals and Objectives | 40 Points Possible |
| • Oral interview | 10 Points Possible |

Total	100
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EXPRESSION OF INTEREST
Modernization of Freight Elevator Bldg. 5

SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on
Upon Award _____ and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed Thirty-Six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

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

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

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

Other: See attached.

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the 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 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.

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.

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$1,000,000.00

Automobile Liability Insurance in at least an amount of: \$1,000,000.00

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:
\$1,000,000.00

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

Cyber Liability Insurance in an amount of:

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

\$2,000,000.00 Aggregate

WV Statutory Requirement - WV Code 23-4-2 (mandolidis) coverage.

All insurance requirements are pursuant to the conditions established in AIA B101, as amended by the WV Supplementary Terms

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

10. LITIGATION BOND: The 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.

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

n/a

for *n/a*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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

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

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

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

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

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

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

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

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

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

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

38. PURCHASING AFFIDAVIT: In accordance with 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.

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

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

41. REPORTS: Vendor shall provide the Agency 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.

42. 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.

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

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

44. 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. 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.



TAB 5 – References and Staff Certifications



Client References

What our satisfied customers have to say...

"I chose Miller Engineering because they are not a purely design-based firm. They have real world experience and the work ethic to ensure that the project is completed on time, on budget. I have confidence that my agency's interest is well-served in design and in construction contract administration.

--Bradley S. Leslie

"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

<p>Bradley S. Leslie, PE <i>Assistant Chief</i> <i>WVDNR State Parks Section</i> <i>324 Fourth Avenue</i> <i>South Charleston, WV 25303</i> (304) 558-2764 ext. 51823 Brad.s.leslie@wv.gov</p>	<p>Kerri J. Wade, MSW <i>Extension Agent - Kanawha County</i> <i>West Virginia University</i> <i>4700 MacCorkle Avenue, SE</i> <i>Suite 101</i> <i>Charleston, WV 25304</i> 304.720.9573 Kerri.Wade@mail.wvu.edu</p>	<p>Christopher T. Halterman <i>Director of Operations</i> <i>The Dominion Post</i> <i>1201 Earl Core Rd.</i> <i>Morgantown, WV 26505</i> (304) 291-9479 chalterman@dominionpost.com</p>
<p>Pat Sweeney <i>Business Manager</i> <i>Southeastern Greene School District</i> <i>1000 Mapletown Rd.</i> <i>Greensboro PA 15338</i> (724) 943-3052 Sweeney.pat@segasd.org</p>	<p>Mike Trantham <i>Program Administrator Senior</i> <i>WVU Environmental Health & Safety</i> <i>P.O. Box 6551</i> <i>975 Rawley Avenue</i> <i>Morgantown, WV 26506</i> (304) 293-5785 Mike.Trantham@mail.wvu.edu</p>	<p>Richard J. Briggs <i>Vice President</i> <i>Lutz Briggs Schultz & Associates Inc.</i> <i>239 Country Club Drive</i> <i>Ellwood City, PA 16117</i> (724) 758-5455 lbsa@zoominternet.net</p>

From Jonathan Miller, Mechanical Project Manager, Nitro Mechanical:

"Miller Engineering is not your average engineering company; they work with the owner AND the contractor to solve all issues that arise throughout the project to make the process as fluid as possible."

For more information, contact Craig Miller, PE, Owner, President, Miller Engineering, Inc.
(304) 291-2234 | 240 Scott Avenue Suite 1 Morgantown, WV 26508

Staff – Proposed Staffing Plan

