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Architects • Engineers • Surveyors

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

Ms. Chambers,

Pickering Associates is pleased to have the opportunity to submit this proposal for providing Architecture and Engineering Services for the Boiler Replacement Project at Hopemont Hospital and the design of transfer switches and components to utilize an emergency generator at Mildred Mitchell Bateman Hospital. We feel confident our design team is uniquely qualified to provide design services for this project.

Pickering Associates is pleased to present our proposal outlining our technical expertise, management, staff capabilities and experience for providing high quality engineering and architectural services. Our approach will offer advantages in methodology and delivery, which will elevate the success of your project both now and for years to come. Our firm is capable of providing full architectural and engineering services in house to complete the scope of your project and has had the opportunity to provide full architectural and engineering services to multiple governmental agencies throughout our history.

Our team, through our past projects and experiences, has learned unique ways to meet even the most challenging of demands. We will take the time to review and evaluate not only the existing equipment but also understand the issues and challenges the owner and personnel are struggling with on a daily basis. Our task following these evaluations will be to provide the owner's team with options to meet their needs and budget. We focus not only on just the initial cost but also life cycle cost to the owner's bottom line and provide insight to all aspects of the scope to allow the owner to make an informed decision; insuring that every dollar is spent wisely.

You will see that team work is the spirit and foundation of our organization. We acknowledge the importance of a quick turn-around and excellent quality services which our administrative procedures, overall organization and depth of experience are posed to provide you. As you will see from our resumes and company experience, we are uniquely qualified to offer the professional services required and to ensure that your project becomes a reality.

We look forward to personally discussing our qualifications to complete this project on time, within budget and exceeding the standards of any firm you may have worked with previously. Should you have any questions regarding this proposal, please do not hesitate to contact us.

Respectfully submitted,

A handwritten signature in black ink that reads 'Sarah Arnold'. The signature is written in a cursive style with a horizontal line through the middle of the name.

Sarah Arnold  
Director of Marketing and Sales

08/23/16 14:57:07  
WV Purchasing Division



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: 211903

Doc Description: EOI for professional engineering services

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 016-07-26   | 2016-08-30<br>13:30:00 | CEOI 0506 HHR1700000001 | 1       |

**RECEIVING LOCATION**

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

**NDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Suzanna S Chambers  
 (304) 558-0246  
 sica.s.chambers@wv.gov

Signature X FEIN # DATE  
 I agree to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Expression of Interest

The West Virginia Purchasing Division is soliciting Expression(s) of Interest for the Agency, The Department of Health and Human Resources (DHHR), from qualified firms to provide professional engineering services and other related professional services for the design of a replacement boiler system at Hopemont Hospital referred to as Project A, and to provide professional engineering services for the design of transfer switches and components to utilize a emergency generator at Mildred Mitchell Bateman Hospital referred to as Project B, as defined herein.

| VOICE TO                                       |              | SHIP TO                       |          |
|--|--------------|-------------------------------|----------|
| BUYER - 304-957-0209                           |              | BUYER - 304-957-0209          |          |
| HEALTH AND HUMAN RESOURCES                     |              | HEALTH AND HUMAN RESOURCES    |          |
| OFFICE OF PROPERTY MANAGEMENT ONE DAVIS SQUARE |              | OFFICE OF PROPERTY MANAGEMENT |          |
| STE 100, RM 106                                |              | ONE DAVIS SQUARE, STE 106     |          |
| CHARLESTON                                     | WV25301-1613 | CHARLESTON                    | WV 25301 |
| US   |              | US                            |          |

| Line | Comm Ln Desc                      | Qty | Unit Issue |
|------|-----------------------------------|-----|------------|
|      | Professional engineering services |     |            |

| Item Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 100000    |              |               |         |

**Intended Description :**

Project A: Hopemont Hospital

Utilizing State Funds only!

| VOICE TO                                       |              | SHIP TO                       |          |
|--|--------------|-------------------------------|----------|
| BUYER - 304-957-0209                           |              | BUYER - 304-957-0209          |          |
| HEALTH AND HUMAN RESOURCES                     |              | HEALTH AND HUMAN RESOURCES    |          |
| OFFICE OF PROPERTY MANAGEMENT ONE DAVIS SQUARE |              | OFFICE OF PROPERTY MANAGEMENT |          |
| STE 100, RM 106                                |              | ONE DAVIS SQUARE, STE 106     |          |
| CHARLESTON                                     | WV25301-1613 | CHARLESTON                    | WV 25301 |
| US   |              | US                            |          |

| Line | Comm Ln Desc                      | Qty | Unit Issue |
|------|-----------------------------------|-----|------------|
|      | Professional engineering services |     |            |

| Item Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 00000     |              |               |         |

**Intended Description :**

Project B: Mildred Mitchell-Bateman Hospital

Utilizing State Funds only!

|              |                                |  |               |
|--------------|--------------------------------|--|---------------|
| HHR170000001 | <b>Document Phase</b><br>Draft | <b>Document Description</b><br>EOI for professional engineering services | <b>Page 3</b> |
|--------------|--------------------------------|--|---------------|

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# **EXPRESSION OF INTEREST**

Hopemont Hospital Boilers & Mildred Mitchell-Bateman Hospital Generator

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## **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 Department of Health and Human Resources (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.

The contract awarded as a result of this solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1 Provisions Required for Federally Funded Procurements.

- 2. PROJECT:** The missions or purposes of the project for which bids are being solicited is to provide professional engineering services for the design of replacement boilers systems located at Hopemont Hospital (“Project A”) and to provide professional engineering services for the design of transfer switches and other necessary components to fully utilize the existing emergency generator located at Mildred Mitchell-Bateman Hospital (“Project B”).

## EXPRESSION OF INTEREST

Hopemont Hospital Boilers & Mildred Mitchell-Bateman Hospital Generator

### 3. SCHEDULE OF EVENTS:

Release of the EOI.....07/27/2016  
Firm's Written Questions Submission Deadline .....08/15/2016 at 9:00 AM. EST.  
Addendum Issued .....TBD  
Expressions of Interest Opening Date.....08/30/2016 at 1:30 PM. EST.  
Estimated Date for Interviews (wk. of?).....TBD

# **EXPRESSION OF INTEREST**

Hopemont Hospital Boilers & Mildred Mitchell-Bateman Hospital Generator

## **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: 08/15/2016 at 9:00 AM. EST.

Submit Questions to: Jessica S. Chambers  
 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:  
 BUYER:  
 SOLICITATION NO.:  
 BID OPENING DATE:  
 BID OPENING TIME:  
 FAX NUMBER:

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 \_\_\_\_\_ 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: 08/30/2016 at 1:30 PM. EST.

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

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

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

**10. 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 by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.

**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

### Hopemont Hospital Boilers & Mildred Mitchell-Bateman Hospital Generator

#### SECTION THREE: PROJECT SPECIFICATIONS

1. **Location:** Agency is located at 350 Capitol Street Suite 350, Charleston, WV 25301, the Project "A" will be completed at 150 Hopemont Drive, Terra Alta West Virginia, 26764 and the Project "B" will be completed at 1530 Norway Avenue, Huntington West Virginia 25705.
2. **Background:** Hopemont Hospital is a 98 bed licensed Medicaid certified long-term care facility in Terra Alta, WV. The original building was developed to care for the state's citizens with tuberculosis. It has operated as a Medicaid certified long-term nursing facility since 1987.

Mildred Mitchell-Bateman Hospital, a State DHHR supported psychiatric hospital is located in Huntington, West Virginia. It is a training site for future health care professionals attending over twenty colleges and educational institutions in the tri-state area of southwestern West Virginia, southeastern Ohio and northeastern Kentucky. Mildred Mitchell-Bateman Hospital provides on-site learning experiences for educating physicians, nurses, practical nurses, psychologists, counselors, health care administrators, technicians and supportive services personnel. In 1988, Mildred Mitchell-Bateman Hospital was initially accredited by the Joint Commission on Accreditation of Healthcare Organizations, and certified by C.M.S (Medicare) in December 1990.

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 were and how they were met.
  - 3.1. Potential vendors should provide documentation of ten (10) years of engineering/commissioning experience completing similar projects within the company.
  - 3.2. Potential vendors should provide three (3) examples of similar boiler projects and three (3) examples of similar generator projects completed within the last 5 years, including location, type of project, along with contact information.

## **EXPRESSION OF INTEREST**

### **Hopemont Hospital Boilers & Mildred Mitchell-Bateman Hospital Generator**

#### **4. Project and Goals: The project goals and objectives are:**

##### **4.1. Objective 1 Project A: Hopemont Hospital**

Vendor should submit documentation supporting their methodology and approach on obtaining the following items Obtain “built conditions” to prepare construction drawings in areas where new work is required while assisting in updating documentation for new work.

- 4.1.1.** Complete design plan for the installation of natural gas (Morgan Hall administrative area boiler) and dual fuel steam (patient care areas boilers) boiler systems for multiple boiler plants in accordance with current codes and standards.
- 4.1.2.** Provide design for temporary boiler(s) and all related work to interface and keep the heating plant(s) operational as necessary for reducing the risk of a boiler failure and assist in phasing of the work during construction.
- 4.1.3.** Design for structural foundations and building modifications required for boiler replacements and upgrades.
- 4.1.4.** Complete design plan for the installation of an alternate fuel supply system for boilers serving patient care areas only in compliance with current codes and standards.
- 4.1.5.** Complete design plan for the installation of a chemical feed system.
- 4.1.6.** Complete design plan for the installation of a condensate return system for new boilers replacement work.
- 4.1.7.** Complete design plan for the installation of additional controls, power and wiring needed for the completion of boiler systems.

## **EXPRESSION OF INTEREST**

### **Hopemont Hospital Boilers & Mildred Mitchell-Bateman Hospital Generator**

- 4.1.8. Complete design plan for the installation of water softening systems for the boilers.
- 4.1.9. Ability to secure all Permits / Approvals from DEP, State Fire Marshal, Office of Health Facility Licensure, State Boiler Inspector, State Historical Preservation Office and other Agency approvals as required for bidding the work.
- 4.1.10. Provide bidding, negotiations and construction administration services.
- 4.1.11. Provide engineering commissioning services during the construction phase for new boilers, equipment and systems in accordance with industry standard practices.
- 4.1.12. Submit documents to the DEP within (120) calendar days of notice to proceed. Provide bidding documents to the Agency within (60 ) calendar days after receipt of DEP, State Fire Marshal, Office of Health Facility Licensure, State Boiler Inspector, and State Historical Preservation Office approvals.

#### **Objective 2 Project "B" – Mildred Mitchell-Bateman Hospital**

Vendor should submit documentation supporting their methodology and approach on obtaining the following items:

- 4.1.13. Complete design plan for the installation of switch gear, automatic transfer switches as required for a complete system to fully utilize the existing emergency generator.
- 4.1.14. Provide complete design of any structural foundations required for securing equipment.
- 4.1.15. Secure all Permits / Approvals from DEP, State Fire Marshal, Office of Health Facility Licensure and other Agency approvals as required for bidding the work.
- 4.1.16. Design of any and all wiring/conduits including any underground wiring

## **EXPRESSION OF INTEREST**

### **Hopemont Hospital Boilers & Mildred Mitchell-Bateman Hospital Generator**

required.

- 4.1.17. Provide bidding, negotiations and construction administration services.
  - 4.1.18. Provide engineering commissioning services during the construction phase for new transfer switches and switchgear in accordance with industry standard practices.
  - 4.1.19. Submit documents to the DEP within 120 days of notice to proceed. Provide bidding documents to the Agency within 60 days after receipt of DEP, State Fire Marshal, and Office of Health Facility Licensure approvals.
- 5. Oral Presentations:** 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:**
    - 5.1.1. Firm should provide the company's statement of qualifications for the last ten years and the general area of expertise. Firm should provide material to illustrate their efficiency in electrical and construction design as it pertains to the project.
    - 5.1.2. Firm should provide a condensed resume for each employee who would be providing their services. Describe the firm's resources available for assuring accuracy of drawings and compatibility of materials.
    - 5.1.3. Firm should provide or demonstrate construction management and performance data and identify the tasks responsibilities performed for the property owner. Firm should demonstrate ability to establish and/or manage project timelines to assure compliance with the original specifications without additional changes to project design.
    - 5.1.4. Firm should provide a proposed approach to the project at presentation.



## EXPRESSION OF INTEREST

Hopemont Hospital Boilers & Mildred Mitchell-Bateman Hospital Generator

### 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 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

## EXPRESSION OF INTEREST

### Hopemont Hospital Boilers & Mildred Mitchell-Bateman Hospital Generator

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                             | (40) Points Possible        |
| • Approach and Methodology for Meeting Goals and Objectives | (40) Points Possible        |
| • Oral Interview  | <u>(20) Points Possible</u> |

|              |            |
|--------------|------------|
| <b>Total</b> | <b>100</b> |
|--------------|------------|

## **EXPRESSION OF INTEREST**

**Hopemont Hospital Boilers & Mildred Mitchell-Bateman Hospital Generator**

### **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 \_\_\_\_\_ 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 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 \_\_\_\_\_ successive one (1) year 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. 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 \_\_\_\_\_ (1,095) calendar \_\_\_\_\_ 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked 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.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \$1,000,000.00  
\_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

\$2,000,000.00 Aggregate General Liability

\$1,000,000.00 Automobile Liability

\$1,000,000.00 Professional Liability

Insurance requirements per WV. AIA B101-2007 Supplement Conditions

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.

**8. 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.

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

NA \_\_\_\_\_  
for NA \_\_\_\_\_.

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.



**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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 § 148-1-6.1.e.

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

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.

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

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

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

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

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

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

**34. VENDOR 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.

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

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

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

**37. 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.

**38. 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.

**39. 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.

**40. 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](mailto:purchasing.requisitions@wv.gov).

**41. 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.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open 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.

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



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: PICKERING ASSOCIATES, INC.

Authorized Signature: [Signature] Date: 8/15/2016

State of WEST VIRGINIA

County of WOOD, to-wit:

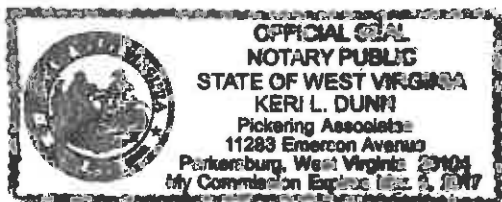
Taken, subscribed, and sworn to before me this 15<sup>th</sup> day of AUGUST, 2016.

My Commission expires MARCH 9, 2017.

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.

DAVID A. BOGGS, VP of OPERATIONS  
 (Name, Title)  
DAVID A. BOGGS, VP of OPERATIONS  
 (Printed Name and Title)  
11283 EMERSON AVE, PARKERSBURG, WV 26104  
 (Address)  
304-464-5305 / 304-464-4428  
 (Phone Number) / (Fax Number)  
dboggs@pickeringusa.com  
 (email address)

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

PICKERING ASSOCIATES, INC.  
 (Company)  
DAVID A. BOGGS, VP of OPERATIONS  
 (Authorized Signature) (Representative Name, Title)  
DAVID A. BOGGS, VP of OPERATIONS  
 (Printed Name and Title of Authorized Representative)  
8/15/2016  
 (Date)  
304-464-5305 / 304-464-4428  
 (Phone Number) (Fax Number)

## ATTACHMENT 1

**Provisions Required for Federally Funded Procurements**

1. **Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
2. **2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **§200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.

(A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908).

West Virginia Code of State Rules § 148-1-5 states:

**§ 148-1-5. Remedies.**

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.d. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.d.1. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.d.2. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

#### 5.4. Suspension.

5.4.a. The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.a.3. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.

5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.b.2. A notice of suspension must inform the vendor:

5.4.b.2.A. Of the grounds for the suspension;

5.4.b.2.B. Of the duration of the suspension;

5.4.b.2.C. Of the right to request a hearing contesting the suspension;

5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;

5.4.b.2.E. That the vendor's failure to request a hearing no later than five (5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.a. Debarment proceedings shall be conducted in accordance with West Virginia Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.b. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.6. Damages.

5.6.a. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.b. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.c. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

(B) At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;



5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

41 CFR § 60-1.3 defines "Federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a "federally assisted construction contract" under 41 CFR Part 60-1.3, the following clause is included:

**41 CFR 60-1.4 - Equal opportunity clause. (b) Federally assisted construction contracts.**

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**(D) Davis-Bacon Act, as amended (40 U.S.C.3141–3148).** Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- (G) **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—** Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387).
- (H) **Debarment and Suspension (Executive Orders 12549 and 12689)—** Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."
- (I) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—** Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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.

PICKERING ASSOCIATES  
\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

8/19/16  
\_\_\_\_\_  
Date

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

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 perjury 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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, do hereby appear, personally, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

PLACE SEAL HERE

NOTARY PUBLIC \_\_\_\_\_





*Architects • Engineers • Surveyors*

*Expression of Interest:  
Hopemont Hospital Boilers &  
Mildred Mitchell-Bateman Hospital Generator*



Architects • Engineers • Surveyors

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

Ms. Chambers,

Pickering Associates is pleased to have the opportunity to submit this proposal for providing Architecture and Engineering Services for the Boiler Replacement Project at Hopemont Hospital and the design of transfer switches and components to utilize an emergency generator at Mildred Mitchell Bateman Hospital. We feel confident our design team is uniquely qualified to provide design services for this project.

Pickering Associates is pleased to present our proposal outlining our technical expertise, management, staff capabilities and experience for providing high quality engineering and architectural services. Our approach will offer advantages in methodology and delivery, which will elevate the success of your project both now and for years to come. Our firm is capable of providing full architectural and engineering services in house to complete the scope of your project and has had the opportunity to provide full architectural and engineering services to multiple governmental agencies throughout our history.

Our team, through our past projects and experiences, has learned unique ways to meet even the most challenging of demands. We will take the time to review and evaluate not only the existing equipment but also understand the issues and challenges the owner and personnel are struggling with on a daily basis. Our task following these evaluations will be to provide the owner's team with options to meet their needs and budget. We focus not only on just the initial cost but also life cycle cost to the owner's bottom line and provide insight to all aspects of the scope to allow the owner to make an informed decision; insuring that every dollar is spent wisely.

You will see that team work is the spirit and foundation of our organization. We acknowledge the importance of a quick turn-around and excellent quality services which our administrative procedures, overall organization and depth of experience are posed to provide you. As you will see from our resumes and company experience, we are uniquely qualified to offer the professional services required and to ensure that your project becomes a reality.

We look forward to personally discussing our qualifications to complete this project on time, within budget and exceeding the standards of any firm you may have worked with previously. Should you have any questions regarding this proposal, please do not hesitate to contact us.

Respectfully submitted,

Sarah Arnold  
Director of Marketing and Sales

*Parkersburg*

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*Charleston*

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*Marietta*

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Founded in 1988, Pickering Associates has been providing architectural, engineering and surveying services to the MW-entirely for over twenty-five years. Our company is the product of three generations and more than 75 years of construction experience. This experience plus state-of-the-art engineering practices create a full-service, multi-disciplinary, architectural, engineering and surveying firm providing a wide range of needs and featuring innovative, customized solutions.

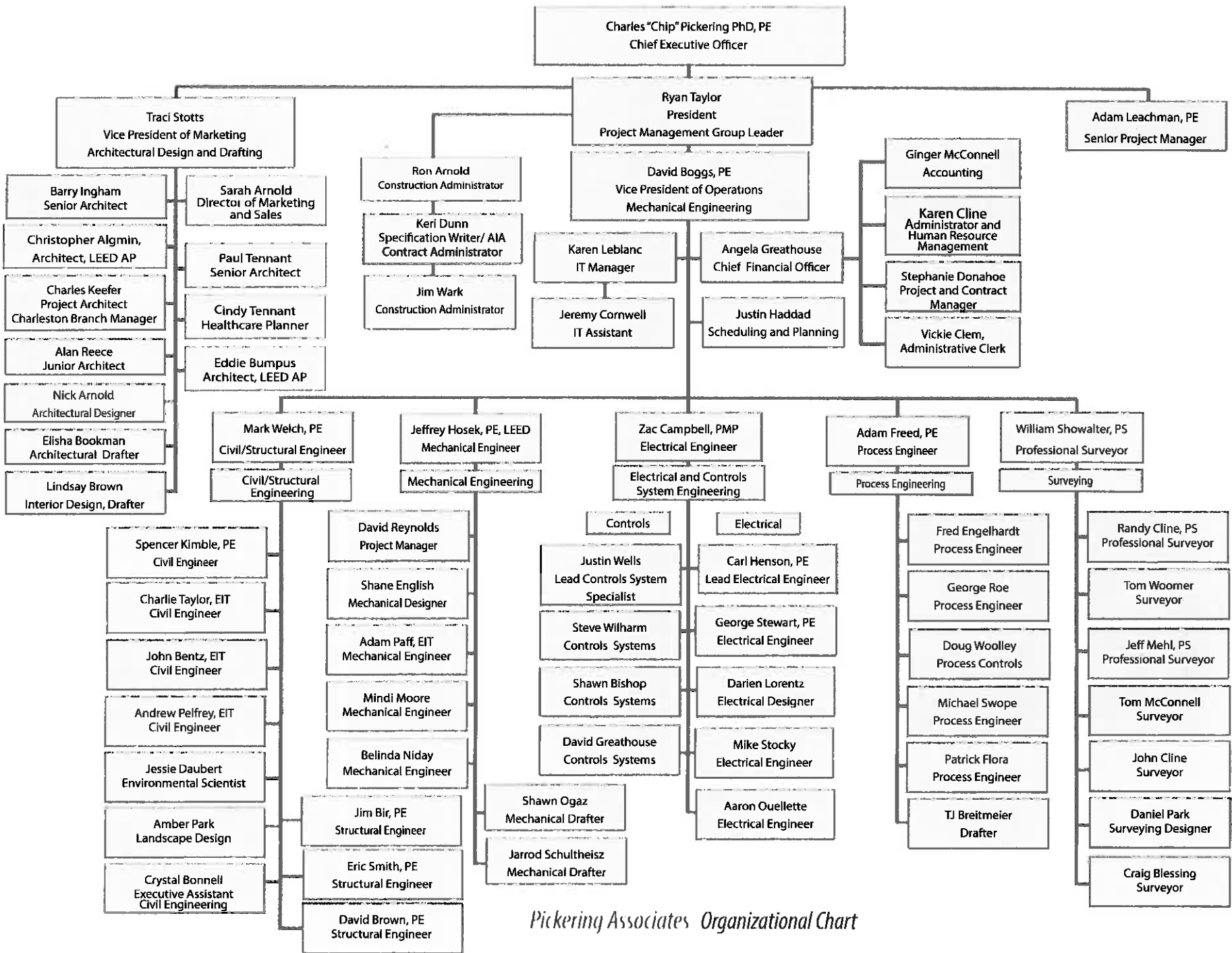
Our architectural, engineering and surveying firm consists of an exceptional balance of experience and the ability to provide our customers with a quality product at a fair price. Our highly qualified staff includes licensed professional engineers, professional surveyors, licensed architects, designers, and drafters as well as support personnel. The disciplines we cover include architecture, surveying, project management, civil engineering, structural engineering, mechanical engineering, electrical engineering, process engineering, automation and control, and construction administration. Pickering Associates specializes in the above listed disciplines with education, government, healthcare, industrial, oil & gas and private sector clients.

Successfully completing more than 17,000 projects in its history, the firm has built a tremendous wealth of experience gaining insight into what works for each of our client types. Those lessons learned add substance to our work and provide our clients with unparalleled value. Our objective is to partner with our clients improving their performance, flexibility, life-cycle cost, sustainability and ultimately well-being.

Our broad client base is representative of the area and includes education, healthcare, retail, utilities, municipal, chemicals and plastics, metals, and power generation among others. The types of projects we provide range from conceptualization and construction estimates to full turn-key design including construction management. Every project is unique and our approach to the solution is determined accordingly. Whether the project is a small electrical control panel modification or a larger multi-discipline new building or retrofit, or a green field installation, it receives all the attention and care required to make the project a success.

In choosing Pickering Associates, your project will be performed as your specifications with frequent meetings and status reports to keep you up-to-date on the status of the project. Our sole focus is your full satisfaction with the completed quality installation.





Pickering Associates Organizational Chart

**The Agency**  
**Hopemont Hospital**  
**Mildred-Mitchell Bateman Hospital**

Jeff Hosek, PE, LEED AP BD+C  
Mechanical Engineering  
Project Management

Zac Campbell, PMP  
Electrical Engineering

Mark Welch, PE  
Civil/Structural Engineering

David Boggs, PE  
Mech./Plumbing Engineering

Support Staff

Support Staff

Support Staff

# *Technical Expertise*



*Jeffrey D. Hosek, P.E.*

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*Position/Title*

*Mechanical Engineer*

*LEED Project Engineer*

*Mechanical Engineering Department Manager*

*Duties*

*Mechanical Engineer*

*Education*

*University of Akron*

*B.S., Mechanical Engineering*

*Licenses*

*Licenses*

*Professional Engineer WV, OH, KY, PA*

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*Sometimes the questions are  
complicated and the answers  
are simple.*

**Lead Mechanical Engineer for Emergency Department Consolidation and Patient Room Expansion project.**

Project scope includes providing design and engineering for the steam connection to the existing heating plant on the south tower with an underground feed to the new facility, coordinating heating tie-in, provide design and engineering for the heating piping distribution, provide design and engineering for the building's new chiller plant and piping distribution, provide design and engineering for the building's air moving equipment and distribution, provide design and engineering for the installation of miscellaneous equipment for the new floor plan arrangements.

**Prepared construction plans for the installation of a new high temperature hot water boiler.** Provided onsite construction administration and submitted for an EPA emissions permit.

**Prepared construction plans for the installation of a new steam water boiler.** Plans included new secondary fuel source for all 4 boilers. Provided onsite construction administration and submitted for an EPA emissions permit.

**Lead Mechanical Engineer and Project Manager for OR Chilled Water project at Cabell-Huntington Hospital.**

Provided design options for reducing the levels of acceptable ranges, and implemented installing another chiller in series and replacing fan and coil components of the existing operating room air handling units.

Lead Mechanical Engineer for a new 3,400 SF medical office building located in Belmont, Ohio. This office is a satellite office for a previous client who wished to expand services. The new building is home to an Otitis Media Clinic and DXA scanning suite which are capable of operating independently of each other.

**Lead Mechanical Engineer for OB and pediatric department renovations.** Project included re-routing existing portions of the supply, return and exhaust ductwork and modify/install new as necessary for the renovated spaces. Project also included relocated air devices and thermostats.

**Lead Mechanical Engineer for Fifth Floor Medical/Surgical Nursing Unit Renovations.** Project included removing two P-TAC units from each of the patient rooms on the north wing of the project area and replace with a 4-pipe heating-cooling unit in the ceiling space and new chilled and steam piping routed from the mechanical penthouse. Control for the units was connected to the existing facility automation system.

Lead Mechanical Engineer for a new Healthsouth suite on the fourth floor of the main hospital. Project included re-routing existing portions of the supply, return and exhaust ductwork and modify/install new as necessary for the renovated spaces. Project also included relocated air devices and thermostats.

Lead Mechanical Engineer for the renovation of the first floor for Nursing and Dialysis. Project included design of new system for isolation rooms, re-routing existing portions of the supply, return and exhaust ductwork and modify/install new as necessary for the renovated spaces. Project also included relocated air devices and thermostats.

**Lead Mechanical Engineer for the renovation of First East. Project included the renovation of over 11,000 SF of existing space on the first floor of the main hospital.** Design included a medical/surgical nursing unit, dialysis and isolation area. The isolation rooms also required separate HEPA filter systems among other precautionary steps.

LEED project manager for converting a downtown Columbus, Ohio fire station into a local family health center. Performed existing mechanical and electrical systems with updated energy-efficient systems. Existing equipment was recycled to limit construction waste and utilized local and regional materials to comply with LEED requirements.

Prepared plans for new VAV indoor steam and chilled water air handler with humidification for new surgery rooms. Reviewed existing piping and ductwork to work with Rose plan revisions.





*Zac A. Campbell, P.M.P.*

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*Position/Title*

*Electrical Engineer,  
Electrical and Controls System Engineering  
Department Manager*

*Duties*

*Electrical Engineering*

*Education*

*Fairmont State University  
B.S., Electrical Engineering and Technology  
Marshall University,  
M.S., Engineering Management*

*Licenses*

*Project Management Professional,  
Project Management Institute*

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*The difference between the  
possible and the impossible lies  
in a person's determination.*

*2011-2012*

**Lead Electrical Engineer for new Emergency Department Consolidation and Patient Room Expansion project.** Project scope includes providing design and engineering for the electrical connection to the existing 15kV Mon Power switch tap and the installations of the new medium voltage underground feed to the new facility electrical room, providing design and engineering for the building's electrical distribution system to meet the expectations of the new electrical loads, providing design and engineering for the installation of new receptacles, light fixtures, light switches, electrical equipment for the new floor plan arrangements, providing design and engineering for the life safety requirements, emergency power requirements, and emergency lighting requirements for the new floor plan arrangements, etc.

**Electrical Engineer for a new medical office building located in Beipsre, Ohio.** Project included new receptacles, light fixtures, life safety, emergency power and lighting, fire alarm detection, and telecommunication. Extensive coordination was required for the specialized scanning equipment.

**Electrical Engineer for OB and Pediatric department renovations.** Project included new receptacles, light fixtures, life safety, emergency power and lighting, fire alarm detection, telecommunication, nurse call and facility paging to fit the new floor plan.

**Electrical Engineer for Fifth Floor Medical/Surgical Nursing Unit Renovations.** Project included new receptacles, light fixtures, life safety, emergency power and lighting, fire alarm detection, telecommunication, nurse call and facility paging to fit the new floor plan.

**Electrical Engineer for Third Floor Medical/Surgical Nursing Unit Renovations.** Project included new receptacles, light fixtures, life safety, emergency power and lighting, fire alarm detection, telecommunication, nurse call and facility paging to fit the new floor plan.

**Electrical Engineer for renovation of the first floor Nursing and Dialysis.** Project included new receptacles, light fixtures, life safety, emergency power and lighting, fire alarm detection, telecommunication, nurse call and facility paging to fit the new floor plan. Project also included necessary connection for specialized dialysis equipment.

**Electrical Engineer for an emergency room, fast-track, and central registration renovation project.** Project included new receptacles, light fixtures, life safety, emergency power and lighting, fire alarm detection, telecommunication, nurse call and facility paging to fit the new floor plan.

**Electrical Engineer for a the design and construction administration of a new 1200A, 480V electrical service and electrical distribution system in an existing building in Downtown Parkersburg, WV for West Virginia University at Parkersburg's new Downtown Center.** The project includes a new main panel and subpanels throughout the building for future building loads.

**Electrical Engineer for the relocation of three cardiac catheterization laboratories.** Project consisted of three new cath labs, adjacent control rooms, equipment rooms, special procedure bays, echo room, stress testing room and various support spaces.

**Electrical Engineer for the installation of two (2) uninterruptable power supplies for the main operating rooms and the ambulatory surgery rooms at Marietta Memorial Hospital.**

**Electrical Engineer for the Fourth Floor Acute Care Unit Renovations.** Project included renovations to approximately 10,400 SF of the fourth floor of the north tower and east-west wings of the main building at the Memorial Campus. The area was renovated to accommodate 33 private acute care patient rooms, 10% of which are ADA compliant. The project also included provisions for nurse stations, clean utility, soiled utility, nourishment, medication rooms, storage rooms, central bathing facilities, offices, staff locker rooms, and various other support spaces as required by the functional program.



*David A. Boggs, P.E.*

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*Position/Title*

*Senior Mechanical Engineer, Plumbing Engineer  
Vice President of Operations*

*Duties*

*Mechanical and Plumbing Engineer*

*Education*

*Virginia Tech,  
B.S., Mechanical Engineering  
Marshall University,  
M.S., Engineering Management*

*Licenses*

*Professional Engineer WV, OH*

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*Determine that the thing can  
and shall be done, and then we  
shall find the way.*

*Herbert Spencer*

**Lead Plumbing Engineer and Mechanical Engineer for Emergency Department Consolidation and Patient Room Expansion project.** Plumbing and mechanical scope included review existing conditions for medical gas tie-ins to existing systems in South Tower, reviewing and evaluating water source requirements for proposed addition with CCMC Engineering Department, reviewing existing drawings and work to determine underground sanitary tie-in location, providing design and engineering for the medical gas distribution systems for the expansion, etc.

**Mechanical/Plumbing Engineer of record for new \$7MM medical office facility in Parkersburg, West Virginia.** Building was designed for multiple HVAC zones to reflect tenant separation requirements of the building owner. Project design was based on Pharmacy, prosthetic laboratory, medical offices and a restaurant. Common restrooms, private bathrooms, and exam room sinks comprised the plumbing system design requirements.

**Mechanical Engineer of record for a \$1MM medical/dental office facility in Parkersburg, West Virginia.** Design included packaged HVAC systems with multiple zones and facility exhaust systems. Plumbing design included dental vacuum and air systems as well as domestic water distribution systems for building tenants, including tenant restroom requirements to meet code requirements.

**Plumbing Engineer of record for a new 5,400 SF medical office building located in Belgrove, Ohio.** Design included domestic water distribution system for exam room sinks and facility restrooms as well as sanitary and storm water drain, waste vent system design all in within the state plumbing code requirements.

**Plumbing Engineer of record for the renovation of first floor patient rooms and dialysis center for a hospital facility in Parkersburg, WV.** Project design included 18 private patient room bathrooms four with ante room lavatories and ADA accessibility, all equipped with a shower fixture. Design also included the relocation of the hospital's dialysis unit and plumbing systems, a 4 bed unit. Plumbing design for the 18 patient rooms included a new medical gas distribution system specification for the medical gas outlet headwalls.

**Lead Plumbing Engineer for OB and pediatric department renovations.** Project included new triage, waiting, private rooms with new enlarged toilet rooms including showers, and rework of existing tub rooms to relocate an existing pediatric tub and add a new shower.

**Lead Plumbing Engineer for Fifth Floor Medical/Surgical Nursing Unit Renovations.** Project included replacing/relocating fixtures for ADA compliance.

**Lead Plumbing Engineer for Third Floor Medical/Surgical Nursing Unit Renovations.** Project included replacing/relocating fixtures for ADA compliance in the family-room, patient rooms, staff rooms and private shower/tub rooms. Also replaced an existing shower room tub with a shower and designed a new shower room.

**Lead Plumbing Engineer for a new Healthsouth suite on the fourth floor of the main hospital.** The project included 8 private patient toilet rooms, one semi-private room with ADA accessible toilet rooms, two new shower rooms, and one bath room with tub. Project also required the addition of medical gas and relocation of existing sprinkler heads.

**Lead Mechanical and Plumbing Engineer for a new 37.5 bed Behavioral Health Unit which was designed to be located in existing space on the third floor of the main hospital.** Spaces included eighteen semi-private and one private patient room, two group therapy rooms, dining area, laundry room, shower rooms, nurses station, physical offices, consultation area, activity area, family visitation area, support area and staff locker room.



*Mark Welch, P.E.*

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*Position/Title*

*Civil Engineer,  
Civil Engineering Department Manager*

*Duties*

*Civil Engineer and Project Manager*

*Education*

*West Virginia University  
B.S., Civil Engineering  
Marshall University,  
M.S., Engineering Management*

*Licenses*

*Professional Engineer WV, OH, LA*

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*The joy of engineering is  
turning today's dream into  
tomorrow's reality.*

*Perkins + Eastman*

**Lead Civil/Structural Engineer for new Emergency Department Consolidation and Patient Room Expansion project.** Project consisted of evaluating storm water management requirements per City, County, State, and NPDES requirements, create site layout showing proposed structure(s), retaining walls, major signs, sidewalk, landscaping, drives, and parking lots, designing grading, drive alignment, parking lot geometry, and storm water drainage, Coordinate proposed design with respective utility providers, etc.

**Lead Civil Engineer** for new 920 SF equipment room addition and renovations to approximately 6500 SF of existing space on the ground floor of the main hospital at the Memorial Campus of the Camden-Clark Medical Center.

**Assisted in the design to enclose an existing courtyard between two buildings in order to house both transportation and phlebotomy offices in a hospital in Parkersburg, West Virginia.** Designed combination structural steel/cold-formed metal roof and lateral-force-resisting system to accommodate existing building characteristics and movement.

**Project Manager for an investigation and reporting on the cause of a structural collapse of the fifth floor roof at a hospital in Parkersburg, WV.** Responsibilities included the development of the structural analysis report and recommendations to fix the issues at hand.

**Assisted with the design and drafting of the structural and architectural work on a rad room renovation at a hospital in Parkersburg, WV.** Work included installation of a new x-ray machine and new structural supports.

**Lead Civil Engineer** for CCMC memorial campus documentation – located existing outside utilities on the entire memorial campus master plan including water, sanitary sewer, electrical, milk, fire truck water connections, etc.

**Designed site grading and parking layout for bank in Parkersburg, WV.** Responsibilities included performing storm water drainage calculations to obtain permits and designed a swale to hold excess storm water and outlet pipe.

**Designed storm water system and new grading layout for a fire department annex in Vienna, WV.** Other duties also involved assisting with the design, drafting and construction estimate of the architectural, civil and structural project elements of the new two-story facility.

**Lead Civil Engineer for a polymer recycling facility located in the Polymer Alliance Zone in Davisville, WV.** Civil design included utilities, grading, site layout, roadways, parking, loading docks, retaining walls, site drainage, sediment erosion control.

**Lead Civil Engineer for a brown field development of approximately 30 acres to be used for a new manufacturing facility in West Virginia.** Design includes utilities, grading, site layout, roadways and parking and erosion control.

**Lead Civil Engineer for an expansion of operations at a refinery in Marietta, Ohio.** Civil design included utilities, grading, site layout, roadways, and site drainage of approximately one acre.

**Designed a new storm sewer system for a higher education roadway project in Athens, OH.** Responsibilities included designing and drafting site plan, profiles, etc., creating form and bid documents and construction specifications as well as performing construction administration.

**Project Manager and Civil Engineer for multiple fresh water storage ponds for vertical and horizontal Marcellus Shale natural gas drilling operations throughout West Virginia.** Design typically included site grading, cut and fill design, storage volume analysis and design, and embankment slope stability design.

# *Our Services*

## Comprehensive Design

At Pickering Associates, we understand the importance of keeping the Client informed and engaged throughout the entire design and construction process. It is crucial to the project to get the Client involved early in the process along with other key stakeholders, in order to understand the needs of the facility. Our plan would be to engage the key stakeholders in weekly design meetings to ensure expectations and schedule constraints are met.

Our design process will begin with schematic design. We have already spent a large amount of time with your staff and engineers to better understand the needs for this project. We feel that this time already spent with your staff, will allow us to be more efficient in completing the schematic design phase for this project and progress into the next phase quicker than our competitors, therefore allowing us to meet your anticipated design schedule.

We have also teamed with a seasoned emergency department design team composed of physicians and nurses that will work closely with Pickering Associates and your staff during the schematic design phase, to ensure that the new design flows and functions properly for your needs. We always involve the authorities having jurisdiction during the schematic design to make certain that we address any and all concerns that they may have, thus reducing costly changes during design and/or construction. We have a close working relationship with agencies such as the West Virginia State Fire Marshal's Office, The Office of Health Facility Standards and Certification (OHFLAC), and the City of Parkersburg - and are familiar with the local and state requirements that need addressed for your project. At the end of the schematic design phase Pickering will present rough sketches to the owner for approval. These sketches will provide the owner with the opportunity to verify that we have correctly interpreted your desired functional relationships between various activities and spaces. The sketches will also provide the client with a general indication of the exterior design and overall look of the addition. Once schematic design is complete, we will move into the design development phase for the project.

The design development phase is a transitional phase where the design team moves into developing the contract documents. In this phase, the architects and engineers prepare drawings and other presentation documents to crystallize the design concept and describe it in terms of architectural, electrical, mechanical, and structural systems. In addition, we will also prepare an estimate of probable construction costs so you will have a better indication of anticipated project costs. By preparing this estimate early in the design process, it will allow us to identify potential cost savings that may be required to keep the project within your anticipated budget. At the end of the design development phase, the architect will provide the client with drafted to-scale drawings that will illustrate the project as it would look when it's constructed. These drawings will specifically define the site plan, floor plans and exterior elevations. It is important that the client provide input to the architect at this time as the design development drawings are used as the basis for the construction drawings and used to further develop and refine the estimate of probable construction costs for the project.

Once the Owner has approved the design development phase, the Architect prepares detailed working drawings thus progressing into the construction document phase of the project. During this time, final drawings and specifications are produced for the project. These documents will be used for bidding the project to contractors. These drawings and specifications become part of the construction contract. The construction documents will include all necessary information to ensure that the project will be constructed as conceived by the Owner and design team. Renderings of both the interior and exterior of the new addition will be prepared and provided to the Owner to use for marketing purposes. A physical 3D model can also be prepared (if desired by the client) to accurately portray the final design and to use as a marketing tool.



Pickering Associates will handle the bidding & negotiation phase of the project with our experienced in-house construction administration team. We have systems in place, and are equipped to electronically distribute the bidding documents to contractors and equipment suppliers interested in bidding the project, as well as produce hard copies as required. We will assist in contacting contractors to get interest in bidding the project, answer requests for information during the bidding process, assemble addendums, schedule, coordinate and lead a pre-bid meeting, and assist the owner with bid opening and contractor evaluation.

During construction administration Pickering Associates will be an agent of the owner, overseeing construction to ensure conformity to construction drawings, specifications, and standards. Pickering will assist the owner in awarding the contract, lead and coordinate weekly construction meetings, produce meeting agendas and meeting minutes, answer RFIs from contractors, review submittals, process change orders and pay applications, perform regular site visits, complete a punch list at the end of the project, and keep the owner informed throughout the entire process. This closely monitored process helps to ensure that the final project represents the intended design as indicated in the construction documents.

### **Consensus Building**

Consensus building is essentially mediation of a conflict which involves every party and is usually carried out by a facilitator that moves through a series of steps.

In the beginning, our facilitator or project manager identifies all of the parties who should be involved, and recruits them into the process. We propose a process and an agenda for the meeting, but allow the participants to negotiate the details of the process and agenda - giving the participants a sense of control of the process. This process builds trust between the participants and the facilitator, between the participants themselves, and with the overall process.

Defining and often re-defining the conflict is usually the next step. The project manager will get the participants to define the issues in terms of interests, which are usually negotiable, rather than positions, values, or needs, which usually are not. The project manager will then get the participants to brainstorm alternative approaches to the problem. This is typically done as a group effort. In order to develop new, mutually advantageous approaches. After the participants generate a list of alternate solutions, these alternatives are carefully examined to determine the costs and benefits of each from each party's point of view, and any barriers to implementation are documented. Essentially, the choice is narrowed down to one approach which is modified, until all the parties at the table agree to the solution. The project manager then takes the agreement back to the owner for discussion and approval.

### ***Special Design Concerns***

Our architects design to the most current 2010 ADA standards. We understand how important it is to make your space compliant for your patients, visitors, and staff. ADA compliance is automatically designed into every project we complete. Compliance begins with conceptual design, to ensure that spaces are the appropriate size and contain all necessary ADA components - and carries through the entire project.

Our staff implements ADA design and compliance into every project. Some specific examples of projects where ADA compliance was important include:

- A long-term care facility where a minimum of 50% of the patient rooms and adjacent toilet rooms as well as all shower rooms were required to be ADA compliant.
- Recent renovations to a City Hall complex required complete ADA compliance with title II regulations to ensure that the facility met all obligations as required for a public entity. This included addition of a new elevator to accommodate access to all floor levels, a new lower-sloped 1:12 ramp to gain access to the main entrance of the building, and exterior site compliance to get visitors from the ADA parking spaces into the building.
- A recent addition to a local middle school required interior ramps that met ADA compliance in several locations. The new addition was situated between two existing buildings with different floor elevations and the ramps were required to connect all spaces. No students and staff would easily get to all portions of the buildings.

### ***Sustainable Design***

Pickering Architects is a LEED Affiliated firm. We have architects and engineers that are certified with LEED registration and the firm has completed multiple projects ranging from the certified level to platinum. We use software and best adding engineering practices to provide the end user the most energy efficient building systems. When you combine this with providing architectural design that works with these systems for insulation and avoidance of solar heating, you end up with an energy efficient building.

### ***Multi-discipline Team***

We also believe that because we are a full-service firm, having the majority of the designer, architect, engineers, landscape designers, surveyors, project managers, and construction administration professionals on staff and under one roof, we are able to provide a better coordinated project than firms who are required to use many outside consultants. We organize regular in-house project team coordination meetings throughout the design phases of a project to discuss and work-out any issues or concerns that may arise. We feel that this face-to-face coordination with our design team is more effective and efficient than coordinating via email or over the phone. Our close coordination efforts have proved valuable in many cases where the design schedule is accelerated and/or where there is a lot of work in the project that requires the effort and coordination of several disciplines. Typically, there are more change orders in firms that are not full service due to the difficulty and time required for drawing coordination.

### **Cost Estimation**

In order to provide estimates for probable construction costs with accuracy, Pickering subscribes to and utilizes RS Means CostWorks On-Line. This tool provides comprehensive, localized, and up-to-date construction costs to help us create reliable estimates for our projects.

We know the importance of not only understanding our client's budget, but ensuring that the project is designed to fit into (and stay within) that budget. When an exterior addition is involved, we do our best to give our client a project that will not only look nice, but provide a design that will fit into the context of the existing facility by making it look like it belongs. We do not feel that it is appropriate to over-design a project to make a statement – thus increasing construction costs and making it difficult to stay within the client's project budget. We believe that it is more important to design features into the project that will allow for a better functioning project.

We utilize cost control methods to make sure that the overall project budget does not increase without the client's knowledge or prior approval. We typically provide an updated estimate of probable construction costs for each phase of design, thus monitoring and providing control for the project budget. If scope items are added to the project during the design phase we make certain that the client understands the implications and costs associated with each change or addition - prior to actually adding it to the project.

### **Building Information Modeling**

Pickering Associates approaches Building Information Modeling as a very useful tool that can accomplish goals that extend beyond the typical design and construction phases of the project. Defining the specific project applications is critical for the owner and designers. We work with the owner and start with their anticipated use of the BIM model once construction is complete. From there, we work through the design schedule incorporating all aspects of BIM that will enhance the owners understanding of the project. We will assign model management responsibilities, assistance responsibilities, and level of development criteria with needs to specific schedule milestones. We incorporate clash detection, collaboration tools, visualization capabilities, and analytical studies throughout to benefit the project development process. We utilize these aspects of BIM and visualize them with interactive 3D printing services to provide exceptional professional services.

### **Community Involvement**

Pickering Associates is invested in the community of the Mid-Ohio Valley and works with several local non-profit organizations to accomplish their design goals within a minimal budget. A few of our clients include Wood County Habitat for Humanity, our local Boy Scout troops, the Latrobe Street Mission in Parkersburg, and the Gospel Mission Food Pantry in Marietta, Ohio. It is important to us that these organizations are able to fulfill their mission in the community and continue to serve the residents of the Mid-Ohio Valley.

### ***Technology Expertise***

Pickering has experience designing projects that include various types of diagnostic equipment. We understand the importance of creating spaces that are efficient, functional, and user friendly. We are familiar with Cath Lab equipment, hyperbaric chambers, linear accelerators, dexta-scans, magnetic resonance imaging (MRI's), digital fluoroscopy, Positron Emission Tomography – Computed Tomography (PET/CT), ultrasound, and others. We have proficiency working with both equipment vendors and radiation safety officers to make certain that the equipment is designed and installed properly and safely. We have worked with vendors to create and construct some of the most functional and efficient labs in the area.

We have extensive experience and a close working relationship with the WV State Fire Marshal's office, the Office of Health Facility Licensure and Certification (OHFLAC), and the City of Parkersburg - and are familiar with the local and state requirements for healthcare facilities. We involve the authorities having jurisdiction early in the design process to minimize issues or conflicts during the permitting phases. The State and Local Authorities having Jurisdiction (AHJ's) trust and know us!

# *Our Approach*

**Over the past 10 years, Pickering Associates has completed more 170 projects in the Healthcare Industry.**

We understand the importance of designing and installing equipment and systems that can be easily serviced and maintained by your staff and maintenance personnel. We make every effort to provide the necessary clearances around, and access to, equipment in our designs. We know that making areas and equipment easily accessible will help minimize disruptions to staff and patients using the spaces. Our portfolio includes installation of just about every type and brand of diagnostic equipment popular today by medical professions.

We have extensive experience and a close working relationship with the WV State Fire Marshal's office, the Office of Health Facility Licensure and Certification (OHFLAC), and the cities of Charleston and Huntington, WV - and are familiar with the local and state requirements for healthcare facilities. We involve the authorities having jurisdiction early in the design process to minimize issues or conflicts during the permitting process. The State and local Authority Having Jurisdictions (AHJ's) trust and know us!

### *Your Project*

Pickering Associates will perform a complete site survey and detailed review of the existing conditions to develop a complete as-built set of drawings to be utilized for the proposed system renovations. We will rely on our project team experience and previous applicable project development procedures to move forward with detailed design drawing development to meet the needs and expectations of the proposed project scope.

Project management and communication will be key in establishing and managing all project stakeholders expectations, and ensuring that we will continually meet and exceed those expectations along with the typical project constraints of scope, cost, and schedule. Internal and external design review meetings will be applied reduce the Project Team's risk to changes or adjustments during construction. Our experienced team will use established relationships and previous procedures with state and other governing authorities to make the permit and plan approval process streamlined.

Our approach to projects is to see the project through from conception to commissioning. We will support the project team through continuous communication and attention to detail from design throughout construction to deliver a successful project in the end.

*Related Prior Experience*

*Our Work Experience*

**All Healthcare Projects completed by Pickering Associates in the last ten years:**

|                             |           |  |
|-----------------------------|-----------|--|
| Boone Memorial Hospital     | 2098008   | BOO-Outdoor Air                            |
| Brad Payne, Architect       | 2119125   | BP-MMH South Pavilion Entrance             |
| Cabell-Huntington Hospital  | 2148007   | CHH-Chilled Water Study                    |
| Cabell-Huntington Hospital  | 2148009   | CHH-Cysto Room HVAC Replacement            |
| Cabell-Huntington Hospital  | 2149137   | CHH-Prenatal Center                        |
| Cabell-Huntington Hospital  | 2158000   | CHH-Huntington Hospital Temporary Chiller  |
| Cabell-Huntington Hospital  | 2158003   | CHH-Central Chiller Plant                  |
| Cabell-Huntington Hospital  | 2158004   | CHH-OR Chilled Water                       |
| Camden Clark Medical Center | 2069036   | CCMH-Campus Documentation                  |
| Camden Clark Medical Center | 2069036.1 | CCMH-Campus Documentation                  |
| Camden Clark Medical Center | 2069044   | CCMH-Engineering Transport, Phlebotomy     |
| Camden Clark Medical Center | 2069044.1 | CCMH-Permits & Authority Coord. Phlebotomy |
| Camden Clark Medical Center | 2069044.2 | CCMH-Field Verification of B311 Phlebotomy |
| Camden Clark Medical Center | 2069044.3 | CCMH-Construction Eng. Phlebotomy          |
| Camden Clark Medical Center | 2069051   | CCMH-Psych Ward                            |
| Camden Clark Medical Center | 2069051.1 | CCMH-Reimb. Psych Ward                     |
| Camden Clark Medical Center | 2069051.2 | CCMH-ER Psych Room                         |
| Camden Clark Medical Center | 2069053   | CCMH-Campus Hazmat Plan                    |
| Camden Clark Medical Center | 2069053.1 | CCMH-Changes by Owner Campus Hazmat        |
| Camden Clark Medical Center | 2069067   | CCMH-Engineering & Drafting Assistance     |
| Camden Clark Medical Center | 2069070   | CCMH-TCU Reno. for East Wing Expansion     |
| Camden Clark Medical Center | 2069070.1 | CCMH-RM3 TCU Reno. for East Wing Expansion |
| Camden Clark Medical Center | 2069085   | CCMH-New Dr. Office                        |
| Camden Clark Medical Center | 2069087   | CCMH-Linear Accelerator                    |
| Camden Clark Medical Center | 2077000   | CCMH-First Floor Oncology Renovations      |
| Camden Clark Medical Center | 2079020   | CCMH-Add. Campus Documentation             |
| Camden Clark Medical Center | 2079026   | CCMH-Ele. Riser Diagram                    |
| Camden Clark Medical Center | 2079029   | CCMH-Sprinkler Riser Diagram               |
| Camden Clark Medical Center | 2079030   | CCMH-WOB-A Dep. Documentation              |
| Camden Clark Medical Center | 2079032   | CCMH-2007 Engineering & Drafting           |
| Camden Clark Medical Center | 2079114   | CCMH-Phase 1 Backfill Master Plan          |
| Camden Clark Medical Center | 2079114.1 | CCMH-Phase 2 Backfill Master Plan          |
| Camden Clark Medical Center | 2079114.2 | CCMH-Phase 3 Backfill Master Plan          |
| Camden Clark Medical Center | 2079115   | CCMH-Capital Project Mastersheet           |
| Camden Clark Medical Center | 2087000   | CCMH-Hospice Rooms-End of Life             |
| Camden Clark Medical Center | 2087001   | CCMH-Women's Center                        |
| Camden Clark Medical Center | 2087001.1 | CCMH-Women's Center Bidding & Construction |
| Camden Clark Medical Center | 2087002   | CCMH-2008 Engineering & Drafting           |
| Camden Clark Medical Center | 2087003   | CCMH-Physicians Mov Bldg                   |
| Camden Clark Medical Center | 2087004   | CCMH-End-of-Life Hospice Rooms             |
| Camden Clark Medical Center | 2087005   | CCMH-Digital Fluoro Room                   |





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| Camden Clark Medical Center | 2087006   | CCMH-MOB RAD Room Renovation              |
| Camden Clark Medical Center | 2087006.1 | CCMH-Const. Admin. Fluoro/RAD             |
| Camden Clark Medical Center | 2087007   | CCMH-PET/CT Areas                         |
| Camden Clark Medical Center | 2087007.1 | Const. Admin. Svcs. for PET/CT            |
| Camden Clark Medical Center | 2087008   | CCMH-Cooling Tower Replacements           |
| Camden Clark Medical Center | 2087009   | CCMH-Health South                         |
| Camden Clark Medical Center | 2087013   | CCMH-CCMH OB Phase 2 Renovations          |
| Camden Clark Medical Center | 2087014   | CCMH-ED, Fast Track & Central Reg.        |
| Camden Clark Medical Center | 2087015   | CCMH-Additional Campus Documentation      |
| Camden Clark Medical Center | 2087016   | CCMH-CCMH 1st East Renovations            |
| Camden Clark Medical Center | 2087016.1 | CCMH-CCMH 1st East Renovations Construct  |
| Camden Clark Medical Center | 2097000   | CCMH-Cooling Tower Heat Trace             |
| Camden Clark Medical Center | 2097001   | CCMH-2009 Engineering & Drafting Service  |
| Camden Clark Medical Center | 2097002   | CCMH-CCMH Athen's Clinic                  |
| Camden Clark Medical Center | 2097003   | CCMH-Logistics and Support                |
| Camden Clark Medical Center | 2097004   | CCMH-Physical Therapy                     |
| Camden Clark Medical Center | 2097005   | CCMH-Diesel Fuel for Boilers              |
| Camden Clark Medical Center | 2097007   | CCMH-North Wing Brick Assessment          |
| Camden Clark Medical Center | 2097008   | CCMH-North Wing Brick Rehabilitation      |
| Camden Clark Medical Center | 2107001   | CCMH-Isolation Rooms Exhaust Fan Issue    |
| Camden Clark Medical Center | 2107002   | CCMH-Cancer Center Support Services       |
| Camden Clark Medical Center | 2107003   | CCMH-2010 Engineering & Drafting Service  |
| Camden Clark Medical Center | 2107004   | CCMH-Third Floor Renovations              |
| Camden Clark Medical Center | 2107005   | CCMH-Fifth Floor Renovations              |
| Camden Clark Medical Center | 2107006   | CCMH-North Tower Fourth Floor Window Rep  |
| Camden Clark Medical Center | 2107008   | CCMH-Ann. Street Brick Facade             |
| Camden Clark Medical Center | 2107009   | CCMH-Air Handler Replacement              |
| Camden Clark Medical Center | 2107010   | CCMH-3rd Floor Administration Building S  |
| Camden Clark Medical Center | 2117001   | CCMH-2011 Engineering & Drafting Service  |
| Camden Clark Medical Center | 2117002   | CCMC-OB and Pediatric Renovations-Phase 1 |
| Camden Clark Medical Center | 2117003   | CCMH-Boiler Replacement                   |
| Camden Clark Medical Center | 2117005   | CCMH-St. Joes Boiler                      |
| Camden Clark Medical Center | 2119035   | CCMC-St. Joseph Building Assessment       |
| Camden Clark Medical Center | 2127000   | CCMH-2012 Engineering & Drafting Service  |
| Camden Clark Medical Center | 2127001   | CCMC-St. Joseph's Sterile Processing      |
| Camden Clark Medical Center | 2127004   | CCMC-Acute Care                           |
| Camden Clark Medical Center | 2127005   | CCMC-Cath Labs                            |
| Camden Clark Medical Center | 2127006   | CCMC-ED Expansion                         |
| Camden Clark Medical Center | 2127007   | CCMC-OR                                   |
| Camden Clark Medical Center | 2127008   | CCMC-CVICU                                |
| Camden Clark Medical Center | 2137000   | CCMC-SJC-ICU Renovations                  |
| Camden Clark Medical Center | 2137001   | CCMC-IC-CV Recovery                       |

## Our Work Experience

|                                     |           |  |
|-------------------------------------|-----------|--|
| Camden Clark Medical Center         | 2137002   | CCMC-2013 Engineering & Drafting Service   |
| Camden Clark Medical Center         | 2137003   | CCMC-MOB-C Parkersburg Cardiology          |
| Camden Clark Medical Center         | 2137004   | CCMC-Parkersburg Medical Office Building   |
| Camden Clark Medical Center         | 2137006   | CCMC-Phase 2 Consolidation Plans           |
| Camden Clark Medical Center         | 2137008   | CCMC-Acute Care                            |
| Camden Clark Medical Center         | 2137009   | CCMC-Cath Labs                             |
| Camden Clark Medical Center         | 2137010   | CCMC-C/OR Addition and Renovation          |
| Camden Clark Medical Center         | 2137011   | CCMC-CVICU Renovations                     |
| Camden Clark Medical Center         | 2137012   | CCMC-Isolation Rooms                       |
| Camden Clark Medical Center         | 2147000   | CCMC-2014 Engineering & Drafting Service   |
| Camden Clark Medical Center         | 2147002   | CCMC-Emergency Department Addition         |
| Camden Clark Medical Center         | 2147002.1 | CCMC-Diesel Tank Relocation                |
| Camden Clark Medical Center         | 2147002.2 | CMCC-South Tower Lobby Renovations         |
| Camden Clark Medical Center         | 2147002.3 | CMCC-Chiller Optimization                  |
| Camden Clark Medical Center         | 2147002.4 | CCMC-ED Radiology Area                     |
| Camden Clark Medical Center         | 2147003   | CCMC-OR Renovation & Addition              |
| Camden Clark Medical Center         | 2147005   | CCMC-2014 Roof Replacement                 |
| Camden Clark Medical Center         | 2157000   | CCMC-2015 Engineering & Drafting Service   |
| Camden Clark Medical Center         | 2157001   | CCMC-2015 Roof Projects                    |
| Camden Clark Medical Center         | 2139021   | CMC-Corfield Medical Complex               |
| Health South Western Hills Hospital | 2097006   | CCMH-2009 Health South                     |
| Marietta Memorial Hospital          | 2060100   | MMH-Drafting Assistance                    |
| Marietta Memorial Hospital          | 2060101   | MMH-Electrical System Arc-Flash Analysis   |
| Marietta Memorial Hospital          | 2070100   | MMH-1st Floor                              |
| Marietta Memorial Hospital          | 2070101   | MMH-2nd Floor                              |
| Marietta Memorial Hospital          | 2070102   | MMH-3rd Floor                              |
| Marietta Memorial Hospital          | 2070103   | MMH-4th Floor                              |
| Marietta Memorial Hospital          | 2070104   | MMH-Stricker Cancer Center                 |
| Marietta Memorial Hospital          | 2070105   | MMH-Allan Hall                             |
| Marietta Memorial Hospital          | 2079109   | MMH-504 2nd St. Scaie Drawings             |
| Marietta Memorial Hospital          | 2089000   | MMH-Fire & Smoke Barrier Drawings          |
| Marietta Memorial Hospital          | 2089004   | MMH-4th Floor Renovations                  |
| Marietta Memorial Hospital          | 2089005   | MMH-Suite 304 Renovations                  |
| Marietta Memorial Hospital          | 2089014   | MMH-Drafting                               |
| Marietta Memorial Hospital          | 2089043   | MMH-Floorplan Drafting Updates             |
| Marietta Memorial Hospital          | 2089073   | MMH-Hirsch Office Building Drawing Updates |
| Marietta Memorial Hospital          | 2089076   | MMH-South Pavilion Dwg. Updates            |
| Marietta Memorial Hospital          | 2099008   | MMH-Electrical Panel Drawing Updates       |
| Marietta Memorial Hospital          | 2099032   | MMH-Drafting & Design                      |
| Marietta Memorial Hospital          | 2099071   | MMH-MMH Ground Fault Report                |
| Marietta Memorial Hospital          | 2099078   | MMH-Allan Hall Coordination Study          |
| Marietta Memorial Hospital          | 2119077   | MMH-Operating Rooms UPS Study              |
| Marietta Memorial Hospital          | 2119105   | MMH-Floor Plan Updates                     |

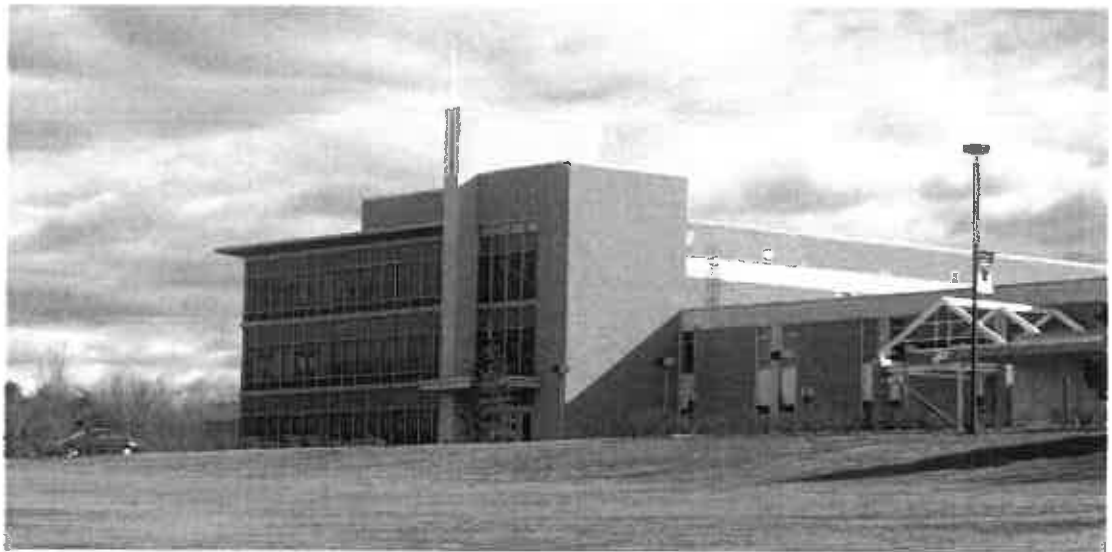
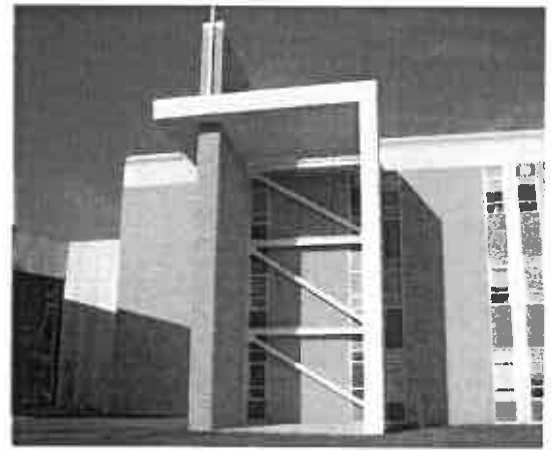
## Our Work Experience

|                            |           |   |
|----------------------------|-----------|---|
| Marietta Memorial Hospital | 2119136   | MMH-UPS System Installations              |
| Marietta Memorial Hospital | 2129073   | MMH-Laboratory Study for UPS Relocation   |
| Marietta Memorial Hospital | 2129087   | MMH-Utility Documentation                 |
| Marietta Memorial Hospital | 2137500   | MMH-Selby Hospital Renovations            |
| Marietta Memorial Hospital | 2139003   | MMH-Main Campus IT Room HVAC and Ele.     |
| Marietta Memorial Hospital | 2139127   | MMH-Selby Fire Plans                      |
| Marietta Memorial Hospital | 2139155   | MMH- Suite 301 Floor Plan Updates         |
| Marietta Memorial Hospital | 2139156   | MMH- Sports Med Floor Plan Updates        |
| Marietta Memorial Hospital | 2139181   | MMH-Belpre BLDG II Plans                  |
| Marietta Memorial Hospital | 2147500   | MMH-2014 Electrical As-builts             |
| Marietta Memorial Hospital | 2147501   | MMH-Lab & Health Info Services Reno       |
| Marietta Memorial Hospital | 2149126   | MMH Design Assistance                     |
| Marietta Memorial Hospital | 2156525   | MMH-Parking Garage Beam Monitoring        |
| Marietta Memorial Hospital | 2156526   | MMH-Boundary Caidwell Property            |
| Marietta Memorial Hospital | 2159003   | MMH-Renovation of Physician Suite 208     |
| Marietta Memorial Hospital | 2159101   | MMH-Physician Office Renovations          |
| St. Joseph's Hospital      | 2089071   | STJO-St. Joe's 6th Floor Roof Reinforcin  |
| St. Joseph's Hospital      | 2089071.1 | STJO-Phase II Alternate 1-B               |
| St. Joseph's Hospital      | 2099012   | STJH-Dr. Krause-Renovation                |
| Stonerise Healthcare       | 2167500   | STO-Heartland Clarksburg                  |
| Stonerise Healthcare       | 2167501   | STO-Glenwood Acres                        |
| Stonerise Healthcare       | 2167502   | STO-Valley View                           |
| Stonerise Healthcare       | 2167503   | STO-Valley Haven Geriatric Center         |
| Stonerise Healthcare       | 2167504   | STO-The Brier Nursing Home                |
| Stonerise Healthcare       | 2167505   | STO-Camden Clark                          |
| Stonerise Healthcare       | 2167506   | STO-Eagle Point                           |
| Stonerise Healthcare       | 2167507   | STO-Heartland Beckley                     |
| Stonerise Healthcare       | 2167508   | STO-Thomas Hospital Nursing Home          |
| Stonerise Healthcare       | 2167509   | STO-Eastbrook                             |
| Stonerise Healthcare       | 2167519   | STO-Glenwood Park                         |
| Stonerise Healthcare       | 2167520   | STO-Pack Preston Co Heartland             |
| Stonerise Healthcare       | 2167521   | STO-Pack Carehaven Alzheimers Unit        |
| Stonerise Healthcare       | 2167532   | STO-Rainelle Heartland                    |
| Stonerise Healthcare       | 2167533   | STO-Keyser Nursing Home                   |
| Stonerise Healthcare       | 2167534   | STO-Martinsburg Heartland Nursing Home    |
| Stonerise Healthcare       | 2167538   | STO-Middleshire Morgantown                |
| Thomas Memorial Hospital   | 2167536   | THO-4th Floor Pediatric Wing              |
| Thomas Memorial Hospital   | 2167537   | THO-1st Floor Oncology Office Renovations |
| Westbrook Health Services  | 2139014   | WHS-Westbrook Space Planning              |
| Westbrook Health Services  | 2139043   | WHS-Arlington Personal Care Building      |
| Westbrook Health Services  | 2139126   | WHS-4000 Core Road Building Review        |
| Westbrook Health Services  | 2139148   | WHS-Westbrook Health Space Planning - 2   |
| Worthington Nursing Home   | 2159085   | WOR-Outpatient Therapy Renovations        |
| Wirt County Nursing Home   | 2139101 P | HO-Wirt Co Nursing Home                   |



Type  
Education

Services  
Electrical  
Civil  
Mechanical



West Virginia University at Parkersburg recently constructed a new Center for Early Learning and asked Pickering Associates to provide engineering and design services to install a new natural gas generator at the facility. The new generator was designed to carry the entire building's electrical load. The project also included a security fence around the generator and concrete equipment pad. All work associated with the project was coordinated with WVU-P decision makers.

The electrical engineering scope of this project included a site visit to review and document the existing electrical distribution system and equipment locations. Our team developed electrical plans for the installation of a new generator system to meet the needs of the facility's electrical distribution system. The new system was designed to include a new automatic transfer switch for system transfer and the new generator and emergency system are sized to carry the entire facility's electrical load under outage conditions. All one-line diagrams were revised to represent the new electrical distribution system.

The civil scope of the project included a site visit to review and document the existing site conditions and perform limited survey of the generator location. Our engineers designed the site, grading and utility plans of the project area. Our team designed the generator foundation/equipment pad and created drawings and details as required.

The mechanical scope for this project included a review of the placement of the new emergency generator to ensure that proper clearance is maintained between the exhaust and the mechanical system intake louver. The mechanical team also sized the gas line from the new utility company meter to the new generator location.

Contact: David White, Director of Facilities | 304.424.8225 | dwhite2@wvup.edu

*Type*

Healthcare

*Services*

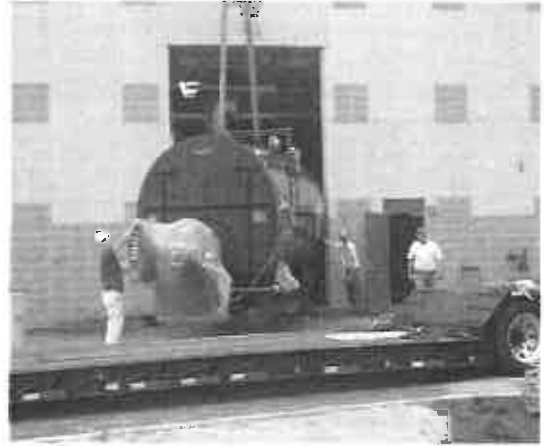
Architectural

Electrical

Mechanical

Plumbing

Construction  
Administration



Camden Clark Medical Center (CCMC) desired to replace a 200 hp boiler with a 500 hp boiler so, after several successful projects, the hospital chose to utilize the services of Pickering Associates.

The mechanical engineer conducted field surveys to determine existing conditions and proper boiler room layout. In addition, a temporary boiler system was designed to operate while the new system was being installed. As part of this project, CCMC also replaced the current deaerator tank with one of adequate size including replacing all existing end suction style pumps with new vertical inline boiler feed pumps. The relocation of an existing 300 hp boiler was also required to allow for future replacement of equipment.

In addition to the boiler replacement, Camden Clark Medical Center also used our design services to replace the diesel fuel pump in the existing tank located outside the South Tower along with the fuel piping to each of the boilers. Electrical engineering and design were provided to disconnect electrical feeds to the existing boiler unit and diesel fuel pump, and install new electrical feeds to the new boiler unit and diesel fuel pump.

Pickering Associates also provided construction administration and project management throughout the project.

Contact: Barry Justice, Director of Engineering | 304.424.4111 | [bjjustice@ccmh.org](mailto:bjjustice@ccmh.org)

*Type*

Education

*Services*

Electrical

Mechanical

Plumber

Construction  
Administration



Pickering Associates has worked with Ohio University on several projects over the past decade. When the school was in need of replacing the existing boiler system at the Shoemaker Center, including the pumps, air separator, storage tank, etc., they contacted us for electrical and mechanical design for the heating system.

Pickering Associates evaluated the loads of the current system to assist in determining boiler selections, and made a new selection based on high efficiency condensing boiler cascading system based on Lochinvar Knight XL Vitell boilers. The existing combustion air unit was removed and replaced with a modulating damper, operating on thermostat to assist in heat removal when needed.

Pickering Associates provided mechanical and electrical engineering and design services to prepare documents and drawings to replace the existing boiler system and storage tank. Documents were used for permits and construction, including plans, schedules and details. The system included new boilers, storage tank, distribution pumps, boiler pumps, air separator, and expansion tank.

Pickering Associates created a general arrangement plan and demolition plan required for the installation of the new boilers. In addition, design was created for piping to the new boilers. Electrical design was created to remove the existing feeds from the existing boiler units and install new electrical feeds to the new boiler units.

Pickering Associates also provided permitting assistance, and construction administration throughout the project.

Jeff Hober, PE, was the lead engineer on this project.

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*Type*

Healthcare

*Services*

Architectural

Civil

Electrical

Mechanical

Plumbing

Structural



Pickering Associates was brought in to a design-build team with the General Contractor for a nursing home located in Wirt County, West Virginia. Our team worked with the owner to develop the programmatic requirements, space relationships, budget and schedule.

Being the first new nursing home facility constructed in some time, the main challenges have been defining the owner desires while maintaining adherence to the health care regulations and budget, and delivering an innovative facility that will last the test of time.

A 3D model was used to generate exterior renderings and interior views to help convey the nature of the space to the owner. BIM was utilized in a limited fashion to help with design and clash detection.

Design included Mechanical Engineering services to develop HVAC equipment, perform heating and cooling load analysis, create mechanical plans, schedules and details. Electrical Engineering services included providing design and engineering for the installation of receptacles, interior and exterior light fixtures, light switches, HVAC equipment, and all other miscellaneous electrical equipment for the new facility. Design also included a new communication system and emergency lighting requirements.

This project is both on budget and schedule. The project is currently in construction.

Contact: Tim Coffman, Project and Approval | 304.426.0223 | [tim@pickeringassoc.com](mailto:tim@pickeringassoc.com)

Type  
Government

Services  
Electrical Engineering



The City of Vienna, West Virginia contracted with Pickering Associates to review the emergency generator installations and configurations at both the Vienna Valley Fire Department and the Vienna Police Department. The generator was reconfigured to be connected to the existing fire department and the new facility.

The connection from the police department to the generator was removed and a new generator was installed and utilized for the police department only. All the existing installations were corrected to meet all applicable local codes and standards.

Our engineers reviewed all the existing emergency generator configurations and installations at the venues. They provided the design and engineering to correct all the existing electrical installations associated with the emergency generator and provided the design and engineering to reconfigure the existing emergency generator to the police station. The team provided the design and engineering to install a new natural gas emergency generator and all associated equipment to connect to the existing police station.

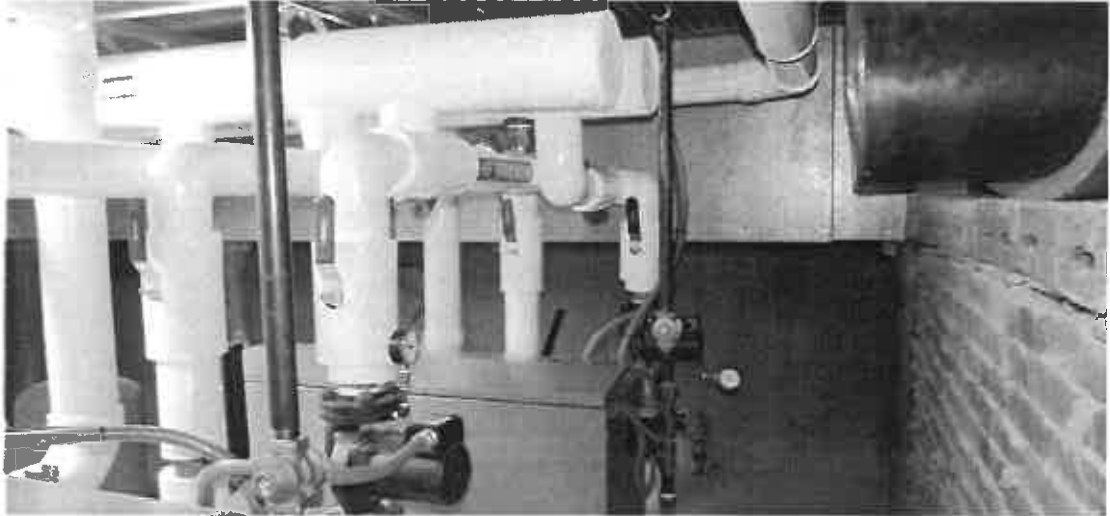
All aspects of the project were coordinated with the Mayor of Vienna and all associated parties.

Contact: Robert Rush | 304.295.4511 | [rohrush@vienna-wv.com](mailto:rohrush@vienna-wv.com)



Type  
Education

Services  
Mechanical  
Electrical



As part of Wood County Schools' on-going effort to maintain and replace aging boiler systems, Pickering Associates provided the engineering and construction administration to replace the existing facility boilers with high efficiency boilers.

The design eliminated the existing two (2) boiler system which served both the main building and the cafeteria. This was replaced with one centralized boiler system for the entire facility.

The new boiler system is comprised of three high-efficiency boilers, two pumps and hydraulic system accessories. In addition, a hot water radiant heater was also installed in one of the previous boiler rooms to accommodate additional storage space.

Three alternates were included in the design for bids including a new rooftop HVAC unit for the gymnasium, new rooftop cooling unit for the cafeteria and replacement of an existing gymnasium utility supply fan. Only the alternate for the supply fan was accepted due to current available funding.

The electrical scope of work included new circuit breakers, pump motor starters, safety disconnect switches, fuses, conduit and control wiring. They also replaced the existing lighting fixtures in the mechanical room and teacher's lounge.

This project was designed and bid so that equipment could be ordered and construction could begin immediately following school dismissal for the summer break. The project was complete and inspected in time for school to resume in the fall.

Contact: Gary Cooper, Physical Plant Director | 304-420-9568 | gcooper@access.k12.wv.us

Type

Healthcare

Services

Architectural

Civil

Electrical

Mechanical

Plumbing

Construction  
Administration

Project  
Management



Pickering Associates completed the design of a new Emergency Department Addition at Camden Clark Medical Center and is currently providing construction administration services. The project scope includes the construction of a new three story addition adjacent to the south tower of the CCMC located in downtown Parkersburg, WV. The ground floor is designed to serve as an Emergency Department and will encompass approximately 26,300 SF. The first floor is designed to serve as a Patient Room/Waiting Unit and will encompass approximately 24,000 SF. The penthouse will house mechanical equipment and storage and will encompass approximately 10,000 SF.

Contracts were broken into four multi-prime contracts consisting of general trades, mechanical, plumbing (including sprinkler system), and electrical packages. The hospital is remaining open and fully operational during the construction of the addition.

Challenges included working with existing utilities, connecting with the hospital's South Tower, and ensuring that the hospital remain fully functional throughout construction. The program includes 46 Emergency Department beds, 3 trauma rooms, 3 psychiatric holding rooms, a stat lab, CT scanner, 2 plain film x-ray units, support service offices, waiting rooms, lounges, and emergency transport team offices.

Our team provided initial conceptual design services, including a scale model of the hospital campus printed using our gypsum based 3D printer. This allowed the Board and Hospital staff to more easily visualize the design and programming.

Contact: Barry Justice, Director of Engineering | 304.424.4111 | [bjjustice@ccmc.org](mailto:bjjustice@ccmc.org)

Type

Healthcare

Services

Architectural

Electrical

Mechanical

Plumbing

Structural

Construction  
Administration

Project  
Management



Pickering Associates has been involved in the design and construction of multiple projects for Cabell Huntington Hospital in Huntington, West Virginia. Projects types range from one discipline to all disciplines depending on the requirements. Some of our projects include:

Full-service engineering and design services to develop construction documents to install two new rooftop HVAC units to supplement cooling to the two existing operating rooms.

Investigation of existing air handling systems in the operating room to determine if the required airflow can be attained from the nearby system.

Mechanical, Plumbing, and Electrical Design for proposed renovations to the first floor of the medical building at Cabell Huntington Hospital, in coordination with Ed Tucker Architects.

The design for a permanent installation of piping and power to a temporary chiller to cool the operating rooms at Cabell Huntington Hospital to maintain operation while plans are developed for a new water-cooled chiller.

Study for centralizing the hospital's chiller plant operations, which include four water-cooled units and one air-cooled unit. Our team developed a five-year plan for centralizing the chilled water operations of the CHH medical facility as well as replacing the existing operating room(s) air handling units.

Designed supplementary direct expansion (DX) cooling coils that were installed in OR rooms, which have maintained temperature and humidity levels within the ASHRAE Standard. We have also been asked to investigate options to reduce the overall room levels to within the Standard and prepare plans for implementing the necessary changes to meet humidity levels of 20-60% RH and temperature levels of 65-73 degrees F.

We used our 3D scanner to document the mechanical room to coordinate existing and new utilities, allowing for documentation to be completed quickly so that we could move into design.

Contact: Ken Jackson | 304.526.2040 | kenneth.jackson@cchi.org

Type

Healthcare

Services

Architectural

Civil

Electrical

Mechanical

Plumbing

Structural

Construction  
Administration

Project  
Management



Pickering Associates has been involved in the design and construction of multiple projects for Camden Clark Medical Center in Parkersburg, West Virginia. Project types range from one discipline to all disciplines depending on the requirements. Some of our projects include:

CCMC recently acquired St. Joseph's Medical Center. Understanding that several high temperature hot water boilers were reaching their life expectancy and were operating at reduced capacity due to fouled tubes, Pickering Associates was asked to prepare installation drawings and obtain necessary permits (including EPA) as well as provide construction administration services.

A New Behavioral Health Unit was designed to be located in existing spaces on the third floor of the Main Hospital. Spaces included eighteen semi-private and one private patient room, two group therapy rooms, dining area, laundry room, shower rooms, nurse station, physicians' offices, consultation area, activity area, family education area, support area and staff locker room. Pickering Associates provided mechanical, electrical, and plumbing engineering.

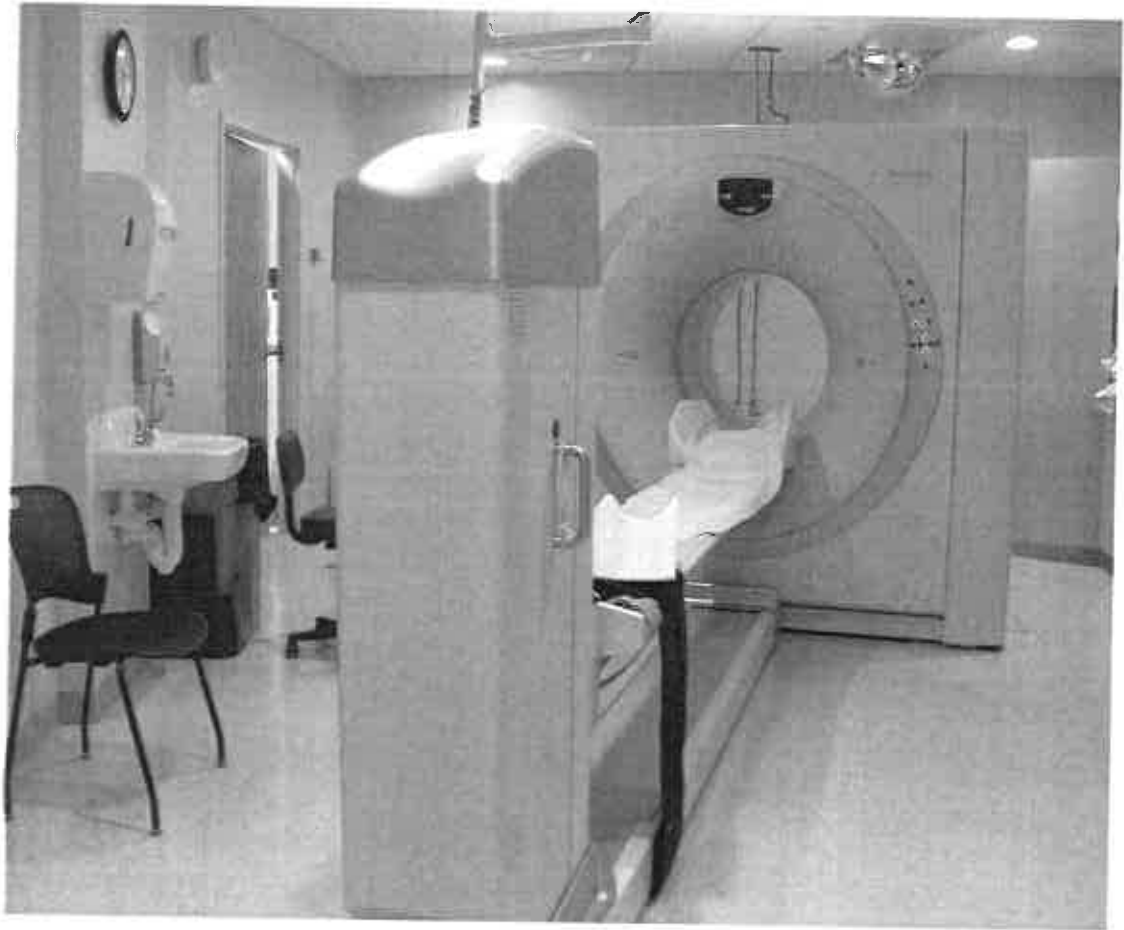
Communication became an issue for the hospital after construction of the new Administration Building. It became necessary to design and implement a way to run communication conduit under Murdoch Avenue and Ann Street to connect with the main building.

The Transportation and Phlebotomy Project involved closing in a vacant courtyard between the cafeteria and materials management of the main building to house both departments. Project involved design of new foundations and structural steel, underground utility tie-ins, structural roof decking, HVAC, electrical and plumbing.

The Transitional Care Unit (TCU) Project entailed renovating semi-private rooms into private rooms.

A study was performed during the Transitional Unit Project to determine if there was sufficient ceiling area in the exam room to mount and support two types of ceiling mounted arms and recommendations were made to the hospital for installation.

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