



Architects • Engineers • Surveyors

Expression of Interest:

*West Virginia Army National Guard
Emergency Generator Enclosure Design for
Eleanor Armed Forces Reserve Center*

State of West Virginia Centralized Expression of Interest - Solicitation # 0603 ADJ1700000002

02/18/16 09:00:14
WV Purchasing Division

www.PickeringUSA.com



11283 Emerson Avenue • Parkersburg, WV 26104
304.464.5305 • 800.954.5305 • 304.464.4428
www.pickeringusa.com

Architects • Engineers • Surveyors

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

Dear Review Committee:

Pickering Associates is pleased to have the opportunity to submit this proposal for providing architectural/engineering services for the Emergency Generator Enclosure Design for the Eleanor Armed Forces Reserve Center. We feel confident our design team is uniquely qualified to provide design services for this project and feel a team approach between WV Army National Guard officials and its engineers/architects is the key to the successful completion of your 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.

We understand the primary focus is on the design of an exterior enclosure with all mechanical and electrical accessories for the installation of an existing emergency generator at the Eleanor Armed Forces Reserve Center in Red House, WV. 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 at these locations 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 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.

Sincerely,

A handwritten signature in dark ink, appearing to read "Sarah Arnold". The signature is written in a cursive style and is positioned above the typed name.

Sarah Arnold
Director of Marketing and Sales

Management and Staffing

Parkersburg

11283 Emerson Ave
Parkersburg, WV 26104
(P) 304.464.5305
(F) 304.464.4428

Charleston

318 Lee Street W.
Charleston, WV 25302
(P) 304.345. 811
(F) 304.345.1813

Marietta

326 3rd Street
Marietta, OH 45750
(P) 740.374.2396
(F) 740.374.5153

Athens

2099 East State Street, Suite B
Athens, OH 45701
(P) 740.593.3327
(F) 800.689.3755



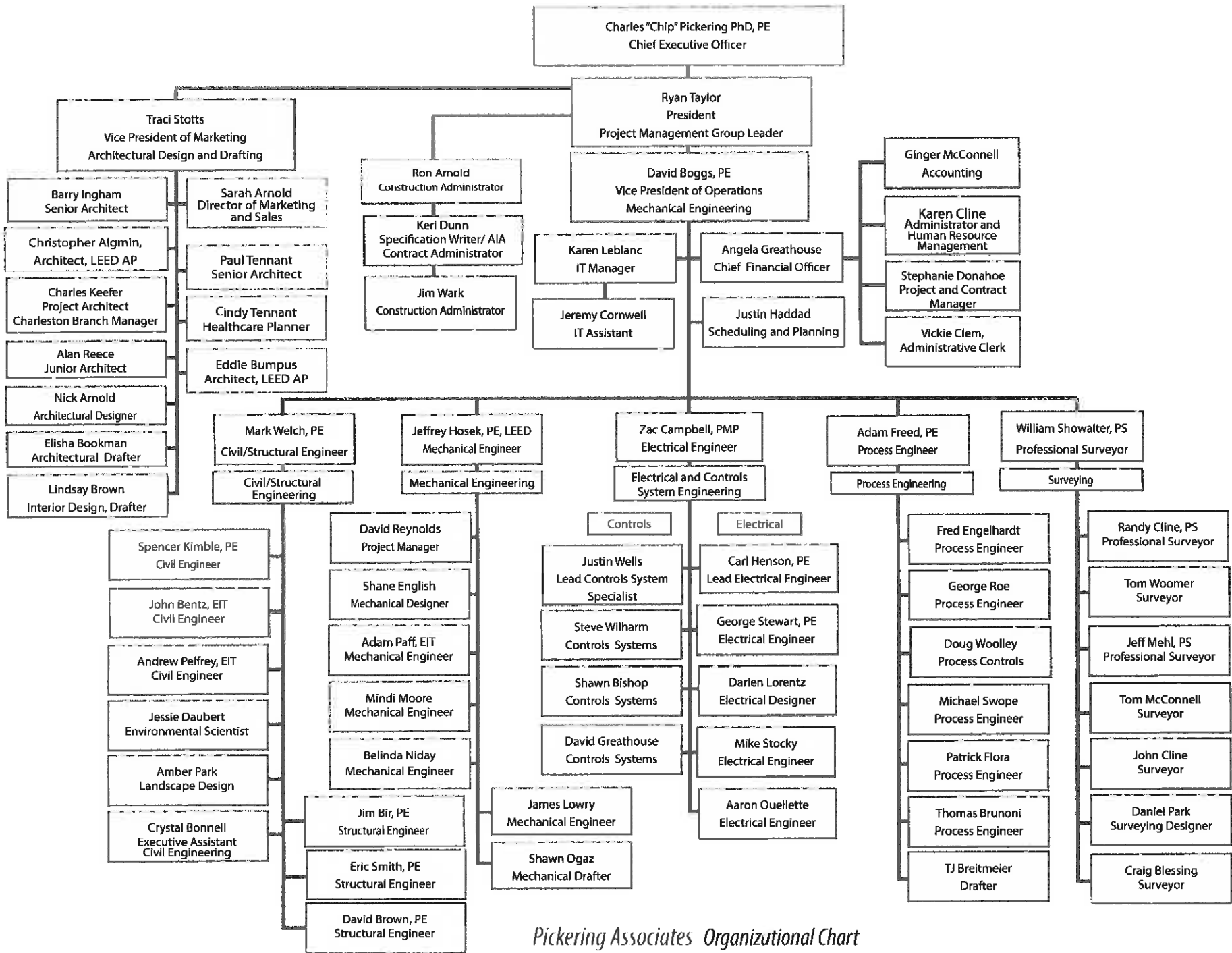
Founded in 1988, Pickering Associates has been providing architectural, engineering and surveying services to the Mid-Ohio Valley for over twenty-five years. Our company is the product of three generations and more than 75 years of construction experience. This experience plus state-of-the-art engineering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

Our architectural, engineering and surveying firm consists of an exceptional balance of experience and the desire 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.

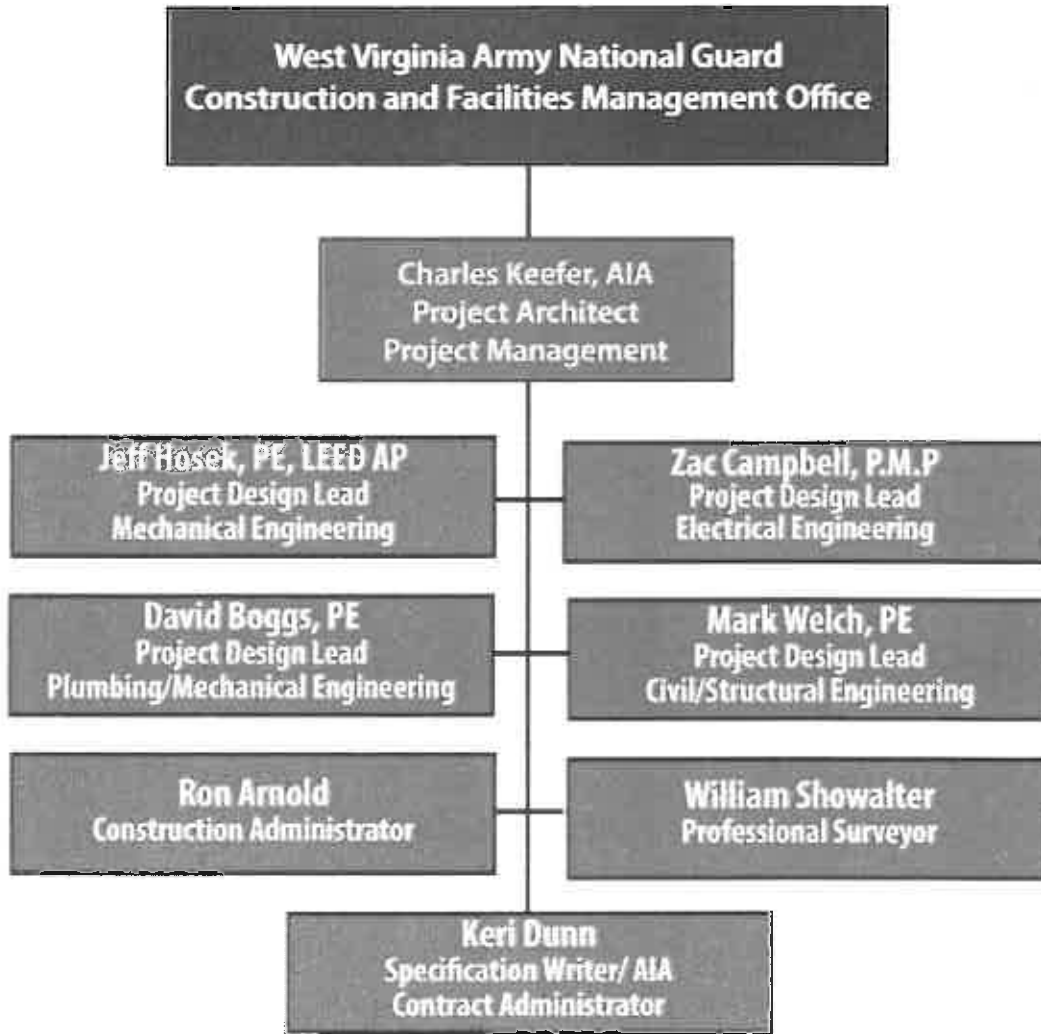
Successfully completing more than 10,000 projects in its history, the firm has built a tremendous wealth of experience gaining insight into what works for each of our client types. Those lessons learned add substance to our work and provide our clients with unparalleled value. Our objective is to partner 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 or mechanical modification, a larger multi-discipline new building or retrofit, or a great 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 to 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



Project Team Pickering Associates



Technical Expertise



Charles Keefer, AIA

Position/Title

*Architect,
Charleston Branch Manager*

Duties

Architect and Project Manager

Education

*Virginia Polytechnic Institute and State University
B.A., Architecture*

Licenses

Professional Architect WV, OH, and PA

*Study nature, love nature, stay close
to nature. It will never fail you.*

Frank Lloyd Wright

Lead Architect and Construction Administrator for Kanawha County Sheriff Office Renovations in Charleston, WV. Provided design and construction administration for renovations to two existing buildings to accommodate the Kanawha County Sheriff's Department and the Kanawha County Prosecuting Attorney's Office. Overall project cost was \$7.2 million.

Lead Architect and Construction Administrator for Fire, Crash and Rescue Station at Yeager Airport in Charleston, WV. Provided design and construction administration for 20,000 SQ FT response and command station that includes 12 apparatus bays, living areas, full kitchen and dorms as well as the main communications for the Guard's responsive units.

Lead Architect and Construction Administrator for the Kanawha County Public Safety Annex in Downtown Charleston, WV. Worked with the Clients through all phases of design and construction for this project, including construction oversight. Project programming consisted of two buildings and included multiple staff offices, a main lobby area, four large meeting rooms, a mock trial room for training, breakroom, toilets, high security evidence storage for the County Sheriff, a processing and holding center, vehicle storage for the County's rescue equipment including a boat and SWAT vehicle, two high security vehicle bays, a driving and gun training simulator, and miscellaneous support spaces. The project was approximately \$10M in construction costs.

Lead Architect and Construction Administrator for Chief Logan Recreational Center in Logan, WV. The Chief Logan Recreational Center was designed as a state-of-the-art, stand-alone mixed development facility. Programming for the center included: an aquatic center with Olympic-style 25-meter / 8-lane competition swimming pool, climate controlled fitness center, professional sports shop with equipment and accessories, multi-purpose areas for indoor soccer, volleyball, and basketball, three indoor tennis courts, elevated walking track, locker rooms with amenities, showers, and daily-use lockers. Programming also included meeting rooms and miscellaneous support spaces for the center. Construction costs were approximately \$4.5M.

Lead Architect for the Boone County Courthouse Annex in Madison, WV. This project consisted of a new four-story addition to the existing courthouse structure. Programming included a main entrance lobby, two family courtrooms, office suites for judges, miscellaneous staff offices, County Sheriff offices, offices for the County Commission, storage facilities, and various support spaces. Project cost approximately \$3.5M.

Lead Architect and Construction Administrator for the Kanawha County Family Court Renovations. Project renovations included a total building renovation for the existing facility. New spaces included three courtrooms, three family court office suites, new restrooms and various support spaces. Also included in the project scope were updates and renovations to the existing main lobby area. Charles provided design, project management, and construction oversight for the project. Project costs approximately \$500K.

Lead Architect and Construction Administrator for the Putnam County 911 Center in Winfield, WV. This \$4.5M project consisted of a new one-story building for EMS and 911 operations for Putnam County. The EMS section consisted of various staff offices, sleeping quarters, living areas, shower and toilet rooms, smaller meeting rooms, a kitchen, and various support spaces. The 911 portion of the building contained a 911 call center area, director's office, assistant director office, head of call center office, miscellaneous work rooms, breakroom, and a large, flexible training facility with state-of-the-art technology to accommodate multiple uses. Project cost approximately \$4.5 million.

Lead Architect and Construction Administrator for the Mason County 911 Center in Point Pleasant, WV. Design of a new one-story building for EMS and 911 operations for Mason County. EMS operations for this building included staff offices, sleeping quarters, living areas, shower and toilet rooms, meeting rooms, a kitchen, and various support spaces. The 911 areas of the building contained a 911 call center area, various offices, miscellaneous work rooms, and a staff breakroom. Construction costs were approximately \$2M.



Jeffrey D. Hosek, P.E.

Position/Title

Mechanical Engineer

LEED Project Engineer

Mechanical Engineering Department Manager

Duties

Mechanical Engineer

Education

University of Akron

B.S., Mechanical Engineering

Licenses

Professional Engineer WV, OH, KY, PA

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

Dr. Seuss

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.

Mechanical Engineer of record for the conversion of a multi-unit HVAC system into a more efficient single unit system at the Caperton Center on the campus of West Virginia University at Parkersburg. Added additional zones to allow for additional user control of set points.

Mechanical Engineer for a new FBI field office in Cleveland, Ohio. Energy efficient equipment and significant sound attenuation materials were used in this four-story building.

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 Beque, Ohio. This office is a satellite office for a previous client who wished to expand services. The new building is home to an Osteoporosis 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 Healthpath 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 each 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.

Replaced 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. Reworked existing piping and ductwork to work with floor plan revisions.



Zac A. Campbell, P.M.P.

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*

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

Tommy Lasorda

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 the renovation of HVAC system in a campus building in Athens, Ohio. Project included replacement of air handling unit motors and specifying wiring of new Variable Frequency Drives.

Electrical Engineer for a new medical office building located in Belpre, 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.

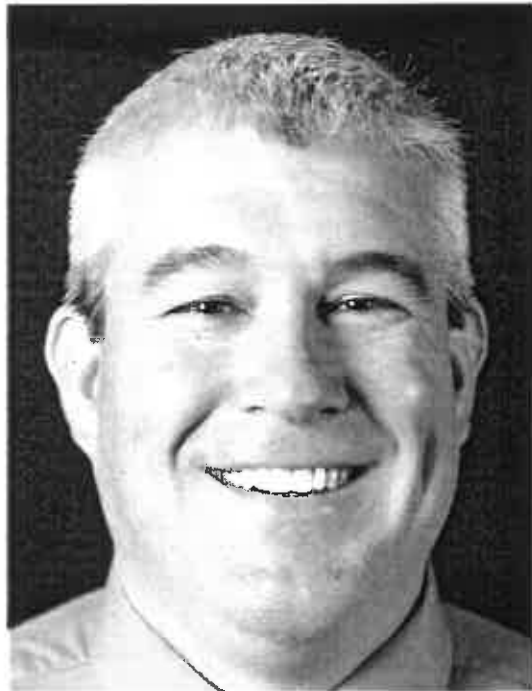
Electrical Engineer for an emergency room, fast-track, and central registration renovation project. Project included new receptacles, light fixtures, life safety, emergency power and lighting, fire alarm detection, telecommunication, nurse call and facility paging to fit the new floor plan.

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 13,000 SF of the fourth floor at 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.

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

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

Abraham Lincoln

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 ties-in 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 determining 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. Tenant 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 3,400 SF medical office building located in Beers, 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 med-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 twenty-seven patient rooms, staff rooms and various 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, physicians offices, consultation area, activity area, family visitation area, support area and staff locker room.



Mark Welch, P.E.

Position/Title

*Civil Engineer, Structural Engineer
Civil/ Structural 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, PA

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

Abraham Lincoln

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 930 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-forceresisting 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 main, 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 twostory 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 brownfield 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 front end 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, soil and fill design, storage volume analysis and design, and embankment slope stability design.



Ronald D. Arnold

Position/Title

*Senior Construction Administrator,
Estimator*

Duties

*Project Administration
Construction Estimating*

*Real success is finding your
lifework in the work that
you love.*

David McCullough

Project Manager for the design and construction of a new annex for Fire Department in Vienna WV. This project included initial client meetings to establish project scope, design team coordination, multiple client reviews, bidding, and negotiation. As with any public project, there were a multitude of statutes to be adhered to.

Construction Administrator and Project Manager for a renovation project at the Marietta City Hall Building in Marietta, OH. This project included initial client meetings to establish project scope, design team coordination, multiple client reviews, interviews with all City departments, bidding, and negotiation. As with any public project there were a multitude of statutes to be adhered to.

Project Manager for the design and construction of a new annex for Vienna Police Department. This project included initial client meetings to establish project scope, design team coordination, multiple client reviews, bidding, and negotiation. As with any public project, there were a multitude of statutes to be adhered to.

Construction Administrator and Project Manager for a new branch library in South Parkersburg. This project included initial client meetings to establish project scope, design team coordination, multiple client reviews, interviews with all key staff, reports to all stakeholders, construction progress photography, coordination with Bostwick Design Team and the Wood County Library, and contract administration.

Construction Administrator and Project Manager for the replacement of Washington County Public Library roof. Replaced clay tile roof and raftering. Total project cost - \$250,000. Responsibilities included specification of new roof material, bid document coordination and contractor oversight.

Project Manager for the renovation of a two story 100 year old library in Marietta, Ohio. Responsibilities included building the project estimate, coordinating and managing the project scope, budget and schedule between field operations, architect and the owner. Challenging aspects on this project included adding a dormer and third floor into the attic space, adding a mezzanine above one third of the main floor level.

Project Manager for the 2nd floor renovations and an elevator addition to the City of Vienna Senior Center in Vienna, WV. This project included initial client meetings to establish project scope, design team coordination, multiple client reviews, bidding, and negotiation. As with any public project, there were a multitude of statutes to be adhered to.

Project Manager for the historical renovation of a four story 100 year old building on a college campus in Marietta, OH. Responsibilities included building the project estimate, coordinating and managing the project scope, budget and schedule between field operations, architect and the owner. Challenging aspects on this project included value engineering to meet the client's budget, meeting the client's 7 month construction schedule, installing an elevator in the center of the building, replacing the original wood windows with new mill-built insulated glass windows utilizing the original weight and chain counterbalance system, maintaining the original wood floor and roof framing, replacing all the paneled wood doors and mill member wood trim with new to match existing the profiles, all new interior finishes, complete new plumbing, HVAC, sprinkler and electrical systems.

Construction Administrator for the roof replacement at Camden Clark Medical Center. Scope included scheduling and leading pre-construction meetings with contractor and client, bi-weekly progress meetings during construction, provide weekly site visits, submittal review, RFIs, request for payments, change orders, and certificate of substantial completion. Arnold performed a thorough inspection of the job site and confirmed that the entire scope of the project was complete.



William B. Showalter, P.S.

Position/Title

*Professional Surveyor,
Surveying Department Manager*

Duties

Surveyor

Education

B.S., Civil Engineering

Licenses

Florida Agency

Professional Surveyor [REDACTED]

*WV Society of Professional Surveyors, National
Society of Professional Surveyors*

*We all live under the same sky,
but we don't all have the same
horizon.*

Lead Surveyor on Vienna Johns Manville Acquisition. Provided boundary surveying for transfer of property, topographic surveying and utility mapping for engineering design and construction layout or control placement for construction purposes.

Lead Surveyor on First Colony Center commercial development, Marietta, OH. Boundary, and topographic survey of pre construction (existing) facilities. Construction layout of development. 15+- Acres, Cost >\$80,000, *Managed office and field work.*

Lead Surveyor on Jackson and 9th Street Tank Replacement. Provided boundary surveying for transfer of property, topographic surveying and utility mapping for engineering design and construction layout or control placement for construction purposes.

Lead Surveyor on City of Vienna Water Tanks Renovation Project, Vienna, WV. Boundary, and topographic survey of pre construction (existing) facilities. Preparation of construction easements. 12+- Acres, Cost >\$10,000, *Managed office and field work.*

Lead Surveyor for City of Marietta Green Street Widening Project. Survey of existing buried / aerial lines. Topographic survey of proposed widening area. 4000+ LF, Cost < \$7000, Performed Field work, prepared deliverables *and managed office.*

Lead Surveyor on 40th Street Storm Sewer Life Station in Vienna, WV. Provided boundary surveying for transfer of property, topographic surveying and utility mapping for engineering design and construction layout or control placement for construction purposes.

Lead Surveyor on 60th Street Public Works Facility in Vienna, WV. Provided boundary surveying for transfer of property, topographic surveying and utility mapping for engineering design and construction layout or control placement for construction purposes.

Lead Surveyor on the Muskingum River Force Main in Marietta, OH. Provided boundary surveying for transfer of property, topographic surveying and utility mapping for engineering design and construction layout or control placement for construction purposes.

Lead Surveyor on the Green Street Waterline Replacement in Marietta, OH. Provided boundary surveying for transfer of property, topographic surveying and utility mapping for engineering design and construction layout or control placement for construction purposes.

Lead Surveyor on the Sherry Drive Waterline Replacement in Marietta, OH. Provided boundary surveying for transfer of property, topographic surveying and utility mapping for engineering design and construction layout or control placement for construction purposes.

Lead Surveyor on the Bike Path Alignments in Marietta, OH. Provided boundary and topographic surveying, utility mapping, and *managed office and field work.*

Lead Surveyor for Emergency Management Mapping in St. Marys, WV. Provided boundary surveying and topographic surveying, utility mapping, and *managed office and field work.*

Lead Surveyor on Muskingum Drive Realignment in Marietta, OH. Provided boundary surveying for transfer of property, topographic surveying and utility mapping for engineering design and construction layout or control placement for construction purposes.



Keri L. Dunn

Position/Title

*Specification Writer
AiA Contract Administrator*

Duties

*Specification Writer, Bid Administration
and Contract Administration*

Education

*Washington State Community College
A.S., Industrial Technology*

*If you want to be creative in your
company, your career, your life, all it
takes is one easy step ... the extra one.*

Jane Dauter

Bidding Coordinator and Construction Contract Administrator. Bid duties include preparation of front end specifications required for procurement, addressing bidding questions, preparing addenda, receiving and tabulation of bids, and issuing letter of intent. Contract Administration duties include preparing and executing contract documents, change proposal requests, change orders, change directives, receiving bonds and insurance from contractors, processing pay applications and closeout documentation. Familiar with WV School Building Authority Requirements and various grant requirements including the American Recovery and Reinvestment Act. Projects have included:

Recent projects include:

- Roof Replacement at Parkersburg High School Field House.
- Roof Replacement at Camden Clark Medical Center.
- Roof Replacement for the Washington County Public Library.
- Facade Renovations at West Virginia University at Parkersburg's Downtown Center.
- New Elevator Installation at West Virginia University at Parkersburg's Downtown Center.
- Electrical Service and Distribution at West Virginia University at Parkersburg's Downtown Center.
- Roof Replacement at West Virginia University at Parkersburg's Downtown Center.
- Asbestos Abatement at West Virginia University at Parkersburg's Downtown Center.
- Chiller Replacement at West Virginia University at Parkersburg's main campus.
- Salt and Motorcycle Storage Building at West Virginia University at Parkersburg's main campus.
- HVAC Upgrade project at West Virginia University at Parkersburg's Caperton Center.
- Fire Alarm Upgrades at West Virginia University at Parkersburg's main campus.
- Elevator Control Modernization at West Virginia University at Parkersburg's main campus.
- New Spec Process Building in Davisville, WV - multiple prime contracts.
- New Industrial Plant in Millwood, WV - multiple prime contracts.
- Energy Saving Implementation for Wood County Commission - multiple prime contracts.
- Access Safety at all Wood County School locations.
- Structural Repairs at Wood County Board of Education.
- Brick Repairs at an elementary school for Wood Co. Schools
- Boiler Replacement at an Elementary School in Wood County, WV.
- Welding Shop Ventilation replacement at the Wood County Technical Center.
- Access Safety renovations at all Wirt County School locations.
- Access Safety renovations at several addition entrances for Wood County Schools.
- Access Safety and Main Entrance Renovations for Wood County Schools - four phases of implementation.
- Electrical Upgrades at two elementary schools for Wood County Schools.
- HVAC Renovations at the Wood County Courthouse for the Wood County Commission.
- Fifth Floor Renovations at Camden Clark Medical Center - Memorial Campus.
- Third Floor Renovations at Camden Clark Medical Center - Memorial Campus.
- Roof Replacement at the Polymer Alliance Zone in Davisville, WV.

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 schedules constraints are met.

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

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 and the City of Charleston - and are familiar with the local and state requirements that need addressed for a wide range of projects. 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 documents 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 can 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 can 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 RFI's 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 many parties 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. Eventually, 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.

Sustainable Design

Pickering Associates is a LEED affiliated firm. We have architects and engineers that are current with LEED registration and the firm has completed multiple projects ranging from the certified level to platinum. We use software and best 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 designers, architects, 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 equipment in the project that require 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 officially 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 expectations 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, quality assurance responsibilities, and level of development criteria – all linked 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 elevate them with in-house 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.

Our Approach

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

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 Volunteer Fire Department and the Vienna Police Department. The generator was reconfigured to be connected to the existing fire department and the new facility.

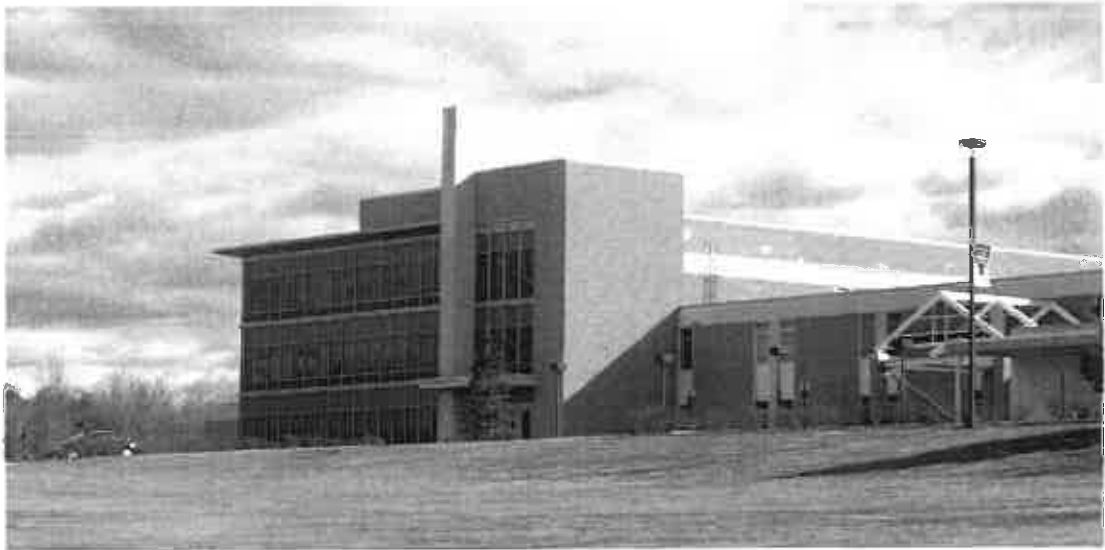
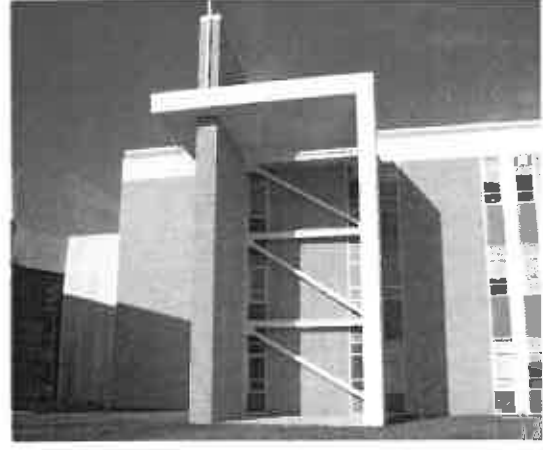
The connection from the police department to the generator was removed and a new generator was installed and utilized for the police department only. All the existing installations were corrected to meet all applicable local codes and standards.

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.

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 a 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.

Type

Private

Services

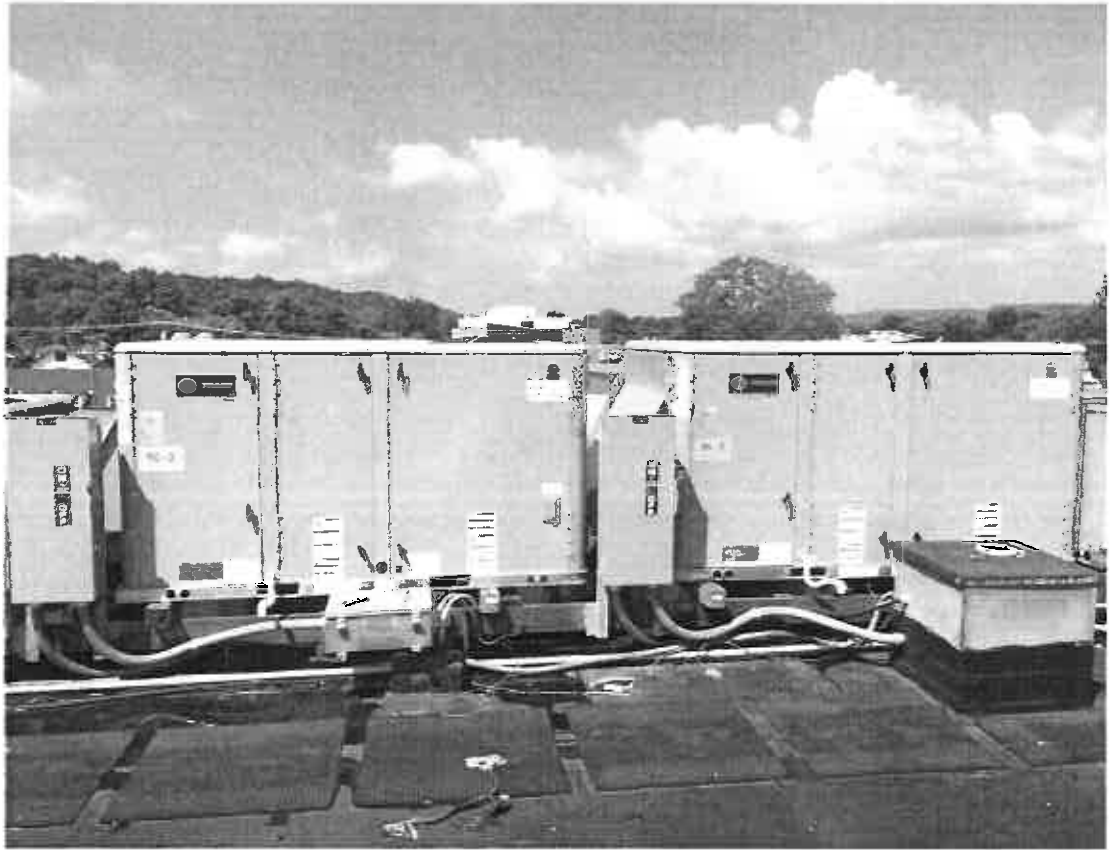
Electrical

Mechanical

Project Management

Plumbing

Construction Administration



Cabell Huntington Hospital (CHH) requested architectural design services from Edward Tucker Architects (ETA) for renovations to the Fairfield Medical Building's second floor. The second floor will consist of office space, waiting rooms, exam stations, procedure rooms, lab rooms, imaging, and storage rooms. Pickering Associates was hired by Edward Tucker Architects to perform Mechanical, Plumbing and Electrical design services for this project. Pickering Associates coordinated with Edward Tucker Architects for design and construction plans, as well as with Cabell Huntington Hospital and Marshall University School of medicine.

The new dental suite will be housed in a former office building, and will include 2 oral surgery rooms and 17 dental exam stations each with nitrous gas. Pickering Associates is also providing Construction Administration services throughout construction.

Project included an enclosure for a sound attenuating enclosure for the generator with bollard protection and fencing.

The awarded contract at \$750,000. Construction was completed last month.

Proposed project team members that are involved in this project include Zac Campbell, P.E. and Jeff Houser, P.E., LEED

Our Work *Fire, Crash and Rescue Station at Yeager Airport*

Type

Government

Services

Architectural

Construction
Administration

Project
Management



Prior to merging with Pickering Associates in 2016, Associated Architects was hired by the Air National Guard to design a Fire, Crash and Rescue Station for Yeager Airport. The 20,000 SQ FT facility was completed in the summer of 2006, and includes 12 apparatus bays which were designed to be able to serve both the flight deck as well as the building on and off campus. Other areas include a full kitchen and dorms. This unit also houses the main operations for the Guard's responsive units, with high security requirements for both the protection of the building and also the flight deck. The design included unique elements such as the gravity feed from all stations, individual overhead waterfill stations for each bay, hazardous decontamination wash down rooms, air fit rooms and 10 second open garage doors.

The project team, led by Charles Keefer, AIA, worked with the Air National Guard, Yeager Airport and key stakeholders to make sure all programmatic needs were accommodated. The completed project cost was more than \$4.5 million.

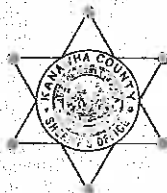


References

KANAWHA COUNTY SHERIFF'S OFFICE

LAW ENFORCEMENT DIVISION

JOHN RUTHERFORD
SHERIFF



MICHAEL Y. RUTHERFORD
CHIEF DEPUTY

April 27, 2016

To Whom It May Concern:

This letter is provided for the purpose of recommending Charles Keefer and to express my support of his capabilities and professionalism.

The Kanawha County Commission enlisted Mr. Keefer's service to work on the W. Kent Carper Justice and Public Safety Complex. Mr. Keefer did a fantastic job of listening and understanding all of the unique aspects related to our property. His recommendations were thoughtful and directly reflected the needs of the Kanawha County Sheriff's Office. Mr. Keefer worked in a timely manner with the utmost professionalism and proved to have the innate ability to overcome obstacles and drive to successful outcomes.

Based on Mr. Keefer's efforts and the successful outcome of the W. Kent Carper Justice and Public Safety Complex, I highly recommend him to anyone who desires professional architectural services.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Y. Rutherford".

Michael Y. Rutherford
Chief Deputy

MYR/dlh



ENGINEERING DEPARTMENT
185 PICKERIN STREET, MARIETTA, GEORGIA 30067
PHONE: 770.428.1000 FAX: 770.428.2808
www.ci.marietta.ga.us

April 20th, 2016

To whom it may concern,


Pickering Associates has worked with the City of Marietta on our City Hall Building Renovations, Armory Elevator Renovations, Waste Water Treatment Plant, as well as multiple other projects over the past several years, providing Architectural, Engineering and Surveying services for the city.

From initial project planning, design development and bidding, through contracting, construction administration and closeout, Pickering Associates has been beside the City of Marietta to provide any necessary support needed to make the project successful. Traci Stotts, Ron Arnold, and other Architects, Designers and Engineers, worked closely with our staff to run projects as efficiently as possible.

Their team has provided us with quality bidding/construction drawings and specifications, allowing us to receive accurate bids, which in turn, allows us to move ahead expeditiously from bidding to contracting. They have shown a clear understanding of the bidding and contract administration process, which truly helps make our job easier.

It has been a pleasure working with the staff at Pickering Associates, and I would not hesitate to recommend them for similar projects.

Sincerely,


Joseph R. Tucker, PE
City of Marietta

Come grow with us!

May 19, 2016


To Whom It May Concern:

Pickering Associates worked with Polymer Alliance Zone, Inc. on our 80,000 square foot pre-engineered warehouse building at Polymer Technology Park in Davisville, WV. The project was funded through WV Economic Development Administration (WVEDA) and the Infrastructure Joint Development Council (IJDC).

From initial project planning, design development and bidding, through contracting, construction administration and closeout, Pickering Associates was beside PAZ to provide any necessary support needed to make this project successful. Their professional team of Architects, Designers and Engineers, worked closely with our staff to make sure the design accommodated all of our needs.

It has been a pleasure working with the staff at Pickering Associates, and I would not hesitate to recommend them for projects of any type and magnitude. I continue to look forward to our future working relationship with their team.

Sincerely,



Karen Facemyer
President/CEO
Polymer Alliance Zone, Inc.



December 9, 2015

To Whom It May Concern:

I am writing to recommend the professional services we receive from Pickering Associates. Mark Mondo Building and Excavating has worked with Pickering Associates for many years. We have always received prompt, professional, collaboration and insight when working with them. From simple phone call Q & A, to full service project management, and the myriad of negotiations and regulations of a project, Pickering Associates delivers the services that keep us building projects, year after year. As complicated as a project can be, it is good to know that so many disciplines are so well represented in one firm.

As a regular user of their output, I find that their construction documents to be second to none. Their attention to detail and clarity of presentation is so important when trying to convey the design of a project. Better drawings means better projects. Simple as that.

Sincerely,

A handwritten signature in black ink that reads 'Mark Mondo' in a cursive, flowing script.

Mark Mondo
President
Mondo Building & Excavating, Inc.

LARRY LANG EXCAVATING, LLC.

19371 ST RT 60

BEVERLY, OH. 45715

Phone (740) 984-4750 Fax (740) 984-2871 doubledozer@lidozer.com

December 9, 2015

To Whom It May Concern:

We have worked with Pickering Associates for many years on many projects with great success and they are also a great customer for us. They work well with owners and contractors and if there are any issues that might arise they seek to find a solution that both parties can agree on.

We have had many opportunities for bid projects from Pickering and we would also recommend them to our clients when they need services for their Design and Building projects.

Their design teams are knowledgeable in Building Design, Engineering, and site work and communicate well with our staff and Superintendents.

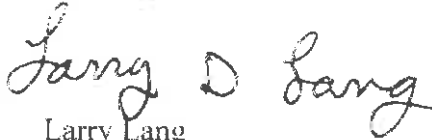
They now have a great way of communicating through their new and enhanced Web Portal. They can share the Owner Project so the contractors can see the projects that are available for bids. Online Plan room where you can find projects anytime or anywhere and View Drawings Order Prints or Upload Files are very useful tools for communication.

The quality and level of the advice and information that we receive from Pickering is superior to other firms.

We all know that good planning and design work is very important in any project. And we are impressed with both the attention to detail and their scheduling that Pickering shows with each new project.

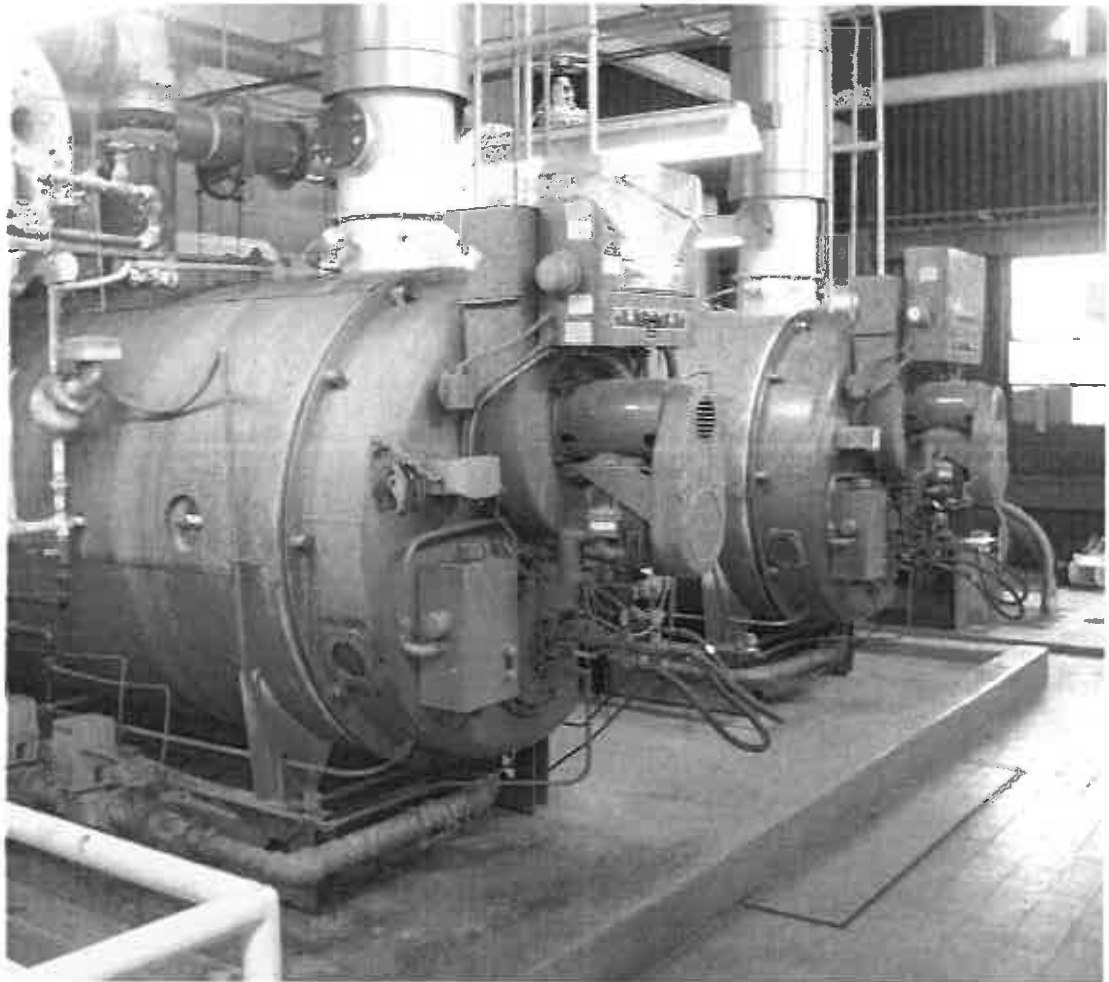
We trust Pickering and Associates and look forward to working with them on future projects.

Sincerely,



Larry Lang

President



Barry Justice, Camden Clark Medical Center
304.424.2111
bkjustice@ccmh.org

David White, West Virginia University at Parkersburg
304.424.8225
dwhite2@wvup.edu

Gary Cooper, Wood County Schools
304.420.9568
gcooper@access.k12.wv.us



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: 235070

Doc Description: Exterior Enclosure for Generator EOI Design Services for ADJ

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-07-19	2016-08-18 13:30:00	CEOI 0603 ADJ1700000002	1

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

VENDOR
 Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER
 Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X FEIN # DATE

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

ADDITIONAL INFORMATION:

Expression of Interest

The WV Army National Guard is seeking the services of a qualified professional engineering firm to provide design services for an exterior enclosure, with all mechanical and electrical accessories for the installation of an existing emergency generator, as defined herein.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUILDING TRADE SPECIALIST ELEANOR ARMED FORCES RESERVE CENTER 111 ARMY/NAVY DR	
CHARLESTON	WV25311	RED HOUSE	WV 25168
US		US	

Line	Comm Ln Desc	Qty	Unit Issue
1	Exterior Enclosure for installation of Emergency Generator		

Comm Code	Manufacturer	Specification	Model #
81101508			

Extended Description :

Professional engineering design services to develop construction documents to provide for an exterior enclosure and all necessary mechanical and electrical accessories to install an emergency generator, located at the Eleanor Armed Forces Readiness Center, in Red House WV.

ADJ1700000002	Document Phase Draft	Document Description Exterior Enclosure for Generator EOI Design Services for ADJ	Page 3 of 3
----------------------	--------------------------------	--	------------------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXPRESSION OF INTEREST

Emergency Generator Enclosure Design Eleanor Armed Forces Reserve Center

TABLE OF CONTENTS:

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

SECTION ONE: GENERAL INFORMATION

- 1. **PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI” or “Bids”) for the West Virginia Army National Guard Construction and Facilities Management Office (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
- 2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide architectural/engineering design services for the West Virginia National Guard. Selected vendor will provide design services for an exterior enclosure, with all mechanical and electrical accessories for the installation of an existing emergency generator, located at the Eleanor Armed Forces Reserve Center at 111 Army Navy Drive, Red House WV 25168, and will be altered to accommodate the facility’s needs and meet current building codes. (“Project”).

3. SCHEDULE OF EVENTS:

Release of the EOI.....7/19/2016
 Firm’s Written Questions Submission Deadline.8/10/2016 at 9:00AM (EST)
 Addendum IssuedTBD
 Expressions of Interest Opening Date.....8/18/2016 at 1:30PM
 (EST)
 Estimated Date for InterviewsTBD

EXPRESSION OF INTEREST

Emergency Generator Enclosure Design Eleanor Armed Forces Reserve Center

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: August 10, 2016 at 9:00 AM (EST)

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

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

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

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

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

SEALED BID:
 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: August 18, 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

Emergency Generator Enclosure Design Eleanor Armed Forces Reserve Center

SECTION THREE: PROJECT SPECIFICATIONS

1. **Location:** Agency is located at WVARNG, Joint Forces Headquarters, Construction and Facilities Management Office, 1707 Coonskin Drive, Charleston, WV 25311 and the Project will be completed at the Eleanor Armed Forces Reserve Center, at 111 Army Navy Drive, Red House, WV, 25168.

2. **Background:** The Owner is seeking the services of a qualified professional architectural/engineering firm to design an exterior enclosure with all mechanical and electrical accessories for installation of an existing emergency generator at the Eleanor Armed Forces Reserve Center in Red House, WV 25168. This facility houses West Virginia National Guard troops. The facilities will be renovated to support elements of the West Virginia Army National Guard Command.

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.

4. **Project and Goals:** The project goals and objectives are:
 - 4.1. Provide design services for the installation of a state owned, Waukesha Enginotor Generator Model Number VGF24GL, Natural Gas Power, 480/277Volt, 3-Phase, 60Hz, 1800RPM. To include a concrete slab on grade, an exterior enclosure of approximately 400 square feet, and all electrical, utility and mechanical accessories to put the generator into service.

 - 4.2. Provide full design services that may include, civil, electrical and mechanical disciplines to assist with the design and construction of fully functional facilities within the proposed budget. Develop drawings and specifications for renovating/ updating existing locations for the purpose of advertising and awarding construction contract(s).

 - 4.3. Preparation of the definitive design including preparation of all preliminary and final working drawings, specifications, detailed cost estimates, bidding and construction schedules, and assistance in surveying, analyzing and evaluating bids or proposals for construction.

EXPRESSION OF INTEREST

Emergency Generator Enclosure Design Eleanor Armed Forces Reserve Center

- 4.4. **Perform review and approval of samples and/or shop drawings, preparation of change orders and detailed cost estimates, evaluation of supplier's change order proposals and recommendations for negotiation, and preparation of record drawings (reproducible) showing construction work as actually accomplished (as-built drawings). These services also include presiding over the required construction meetings and preparing construction progress and forecast reports.**

EXPRESSION OF INTEREST

Emergency Generator Enclosure Design Eleanor Armed Forces Reserve Center

- 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:

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

The format for the interviews will be a 30-45 minute Power-Point presentation consisting, at a minimum, of the following:

- **Corporation / Personnel experience as it relates to the project(s)**
- **Proposed project management plan**
- **Key personnel available for the proposed work**
- **Proposed subcontractors**
- **Product quality control**
- **Project cost control**

EXPRESSION OF INTEREST

Emergency Generator Enclosure Design Eleanor Armed Forces Reserve Center

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. Electronic responses to EOI's are no longer allowed through the WV Oasis system, so vendors are asked to provide at least 3 convenience copies of their submission in response to the EOI.
2. **BIDS MUST NOT CONTAIN PRICE QUOTATIONS:** The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. In accordance with the Code requirements, no "price" or "fee" information is requested or permitted in the bid response.
3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with West Virginia Code §5G-1-3. That Code section requires the following:
 - 3.1. **Required Elements of EOI Response:** The director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project.
 - 3.2. **Public Advertisement:** All EOI requests shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3-1 et seq.
 - 3.3. **Selection Committee Evaluation & Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
 - 3.3.1. Evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
 - 3.3.2. Conduct interviews with each firm selected and the conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment.

EXPRESSION OF INTEREST

Emergency Generator Enclosure Design Eleanor Armed Forces Reserve Center

- 3.3.3. Rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm.
- 3.3.4. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm.
- 3.3.5. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.

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

- | | |
|---|-----------------------------|
| • Qualifications and experience | (50) Points Possible |
| • Approach and methodology for meeting Goals and Objectives | (30) Points Possible |
| • Oral interview | <u>(20) Points Possible</u> |

Total	100
--------------	------------

EXPRESSION OF INTEREST

Emergency Generator Enclosure Design Eleanor Armed Forces Reserve Center

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 _____ 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 \$500,000.00
_____ or more.

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

\$1,000,000.00 Automobile Liability Insurance

\$1,000,000.00 Professional Liability Insurance

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

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

_____ for _____.

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

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.

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:

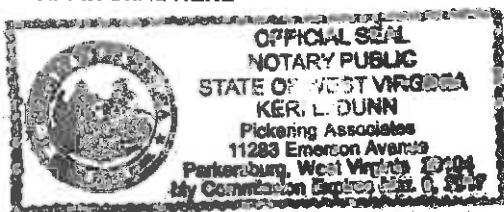
Taken, subscribed, and sworn to before me this 15th day of AUGUST, 2016

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)