

October 17, 2017

10/17/17 10:12:10  
Purchasing Division

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

Attention: Ms. Brittany E. Ingraham  
Buyer

Subject: A&E Services for Tomlinson Run State Park Bathhouse  
CEOI 0310 DNR 1800000002

Dear Ms. Ingraham:

Following you will find our Expression of Interest/Statement of Qualifications to provide architectural and engineering services for the above-referenced project. We appreciate the opportunity to provide our qualifications for consideration related to this project and would certainly welcome the opportunity to interview in person if requested. Please feel free to call or email if you have any questions or need any additional information about our firm.

Respectfully submitted,

M&G ARCHITECTS & ENGINEERS

*Dan Grant*

Dan Grant, AIA  
Vice President

ls



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: 375545

Doc Description: Parks-A/E Services for Tomlinson Run Bathhouse

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2017-09-14	2017-10-17 13:30:00	CEOI 0310 DNR1800000002	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:

M&G Architects & Engineers  
 1027 Mount de Chantal Road  
 Wheeling, WV 26003

Phone: 304/242-8248

**FOR INFORMATION CONTACT THE BUYER**

Brittany E Ingraham  
 (304) 558-2157  
 brittany.e.ingraham@wv.gov

Signature X

FEIN # 26-2103657

DATE October 17, 2017

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

**ADDITIONAL INFORMATION:**

Expression of Interest

The West Virginia Purchasing Division is soliciting Expression(s) of Interest for the Agency, The Division of Natural Resources from qualified firms to provide architectural/engineering services to provide necessary architecture, engineering, and other related professional services to design and specify for construction as well as provide construction contract administration, a new group camp bathhouse at Tomlinson Run State Park, per a bid requirements, specifications, and terms and conditions as attached hereto.

\* Online submission of Expression of Interest are Prohibited.

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE  SOUTH CHARLESTON WV25305  US	STATE OF WEST VIRGINIA SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS  No City WV 99999  US

Line	Comm Ln Desc	Qty	Unit Issue
1	Professional engineering services		

Comm Code	Manufacturer	Specification	Model #
81101508			

**Extended Description :**

A/E design services and construction contract administration for a new group camp bathhouse at Tomlinson Run State Park in Hancock County..

DNR1800000002	<b>Document Phase</b> Draft	<b>Document Description</b> Parks-A/E Services for Tomlinson Run Bathhouse	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# EXPRESSION OF INTEREST

Tomlinson Run State Park  
Group Camp Bathhouse Replacement

## TABLE OF CONTENTS:

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

## SECTION ONE: GENERAL INFORMATION

1. **PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI” or “Bids”) for The Division of Natural Resources (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide necessary architecture, engineering, and other related professional services to design and specify for construction as well as provide construction contract administration, a new group camp bathhouse at Tomlinson Run State Park. The planned improvements may also include any other work necessary for, or related to, the aforementioned facilities, as well as any other necessary ancillary work; all located in Tomlinson Run State Park in Hancock County, West Virginia. (“Project”).
3. **SCHEDULE OF EVENTS:**

Release of the EOI.....	September 15 <sup>th</sup> , 2017
Firm’s Written Questions Submission Deadline. ....	October 5 <sup>th</sup> , 2017 at 9 AM. EST.
Addendum Issued .....	TBD
Expressions of Interest Opening Date.....	October 17 <sup>th</sup> , 2017 at 1:30 PM. EST.
Estimated Date for Interviews (wk. of?) .....	TBD

**EXPRESSION OF INTEREST**

**Tomlinson Run State Park  
Group Camp Bathhouse Replacement**

**SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

Instructions begin on the next page.

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

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

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

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

Question Submission Deadline: October 5th, 2017 at 9 AM. EDT.

Submit Questions to: Brittany Ingraham  
 2019 Washington Street, East  
 Charleston, WV 25305  
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
 Email: Brittany.E.Ingraham@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: A & E SVC's for Tomlinson Run State Park Bath House  
BUYER:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME: 1:30 PM  
FAX NUMBER: 304.558.3970

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

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus           N/A           convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
- Cost

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

Bid Opening Date and Time: October 17th, 2017 at 1:30 PM. EDT.

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

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

# EXPRESSION OF INTEREST

## Tomlinson Run State Park Group Camp Bathhouse Replacement

### SECTION THREE: PROJECT SPECIFICATIONS

1. **Location:** Agency is located at 324 4<sup>th</sup> Ave, South Charleston, WV and the proposed Project will be completed at Tomlinson Run State Park, 84 Osage Road, New Manchester, WV 26056
2. **Background:** The Division of Natural Resources desires to construct a new group camp bathhouse at Tomlinson Run State Park. The existing bathhouses are beyond their useful life and are to be demolished and replaced in their entirety. Additionally, the owner expects to construct a septic system separate for this bathhouse from the existing system that also serves the park superintendent's residence.
3. **Qualifications and Experience:** Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.
  - 3.1 In addition to the above, the Vendor should provide information regarding the following:
    - a. The successful firm or team should demonstrate a clear procedure for communication with the owner during all phases of the project.
    - b. The successful firm or team should demonstrate a history of projects that met the owner's budget and a clear plan to ensure this project can be constructed within the project budget. This plan should be described in detail.
    - c. The successful firm or team should demonstrate a history of projects that have been constructed in the time allotted in the contract documents and a clear plan to ensure this project will be constructed within the agreed construction period. This plan should be described in detail.
    - d. The successful firm or team should demonstrate competent and acceptable experience in all expected professional disciplines necessary for the design and completion of the project.

## EXPRESSION OF INTEREST

### Tomlinson Run State Park Group Camp Bathhouse Replacement

- 4. Project and Goals:** The project goals and objectives are:
- 4.1.** Goal/Objective 1: Review existing plans and conditions as well as the operation of the park and evaluate while communicating effectively with the owner to determine a plan that can be implemented in a manner that will minimize disruption to concurrent operation of the facility and meet all objectives.
  - 4.2.** Goal/Objective 2: As a portion of this process outlined in Objective 1, provide all necessary services to design the facilities described in this EOI in a manner that is consistent with The Division of Natural Resources needs, objectives, current law, and current code; while following the plan to design and execute the project within the project budget.
  - 4.3.** Goal/Objective 3: Provide Construction Contract Administration Services with competent professionals that ensures the project is constructed and functions as designed.
- 5. Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the 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:**

The Vendor must be prepared to discuss and clarify required items submitted with the EOI as indicated in Section 2.

# EXPRESSION OF INTEREST

Tomlinson Run State Park  
Group Camp Bathhouse Replacement

## SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOI's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
2. **BIDS MUST NOT CONTAIN PRICE QUOTATIONS:** The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. In accordance with the Code requirements, no "price" or "fee" information is requested or permitted in the bid response.
3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with West Virginia Code §5G-1-3. That Code section requires the following:
  - 3.1. **Required Elements of EOI Response:** The director of purchasing shall encourage such firms engaged in the lawful practice of the profession to submit an expression of interest, which shall include a statement of qualifications, and performance data and may include anticipated concepts and proposed methods of approach to the project.
  - 3.2. **Public Advertisement:** All EOI requests shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of West Virginia Code §59-3-1 et seq.
  - 3.3. **Selection Committee Evaluation & Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
    - 3.3.1. evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
    - 3.3.2. conduct interviews with each firm selected and the conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment.
    - 3.3.3. rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall

## EXPRESSION OF INTEREST

### Tomlinson Run State Park Group Camp Bathhouse Replacement

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

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

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

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

- |   |   |                           |
|---|---|---------------------------|
| • | Qualifications and experience                             | 40 Points Possible        |
| • | Approach and methodology for meeting Goals and Objectives | 40 Points Possible        |
| • | Oral Interview  | <u>20 Points Possible</u> |

<b>Total</b>	100 Points
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**EXPRESSION OF INTEREST**

Tomlinson Run State Park  
Group Camp Bathhouse Replacement

**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 \_\_\_\_\_ award \_\_\_\_\_ and extends for a period of one (1) year(s).

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

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

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

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

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

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

**Other:** See attached.

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

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

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

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

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

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

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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

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

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

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\$1,000,000.00

**Automobile Liability Insurance** in at least an amount of: \$500,000.00

**Professional/Maipractice/Errors and Omission Insurance** in at least an amount of:

\$1,000,000.00

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

**Cyber Liability Insurance** in an amount of:

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

**Workers Compensation:** WV Statutory requirements including WV Code 23-4-2 (Mandolidis ) if applicable.

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

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

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

N/A

for N/A

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

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

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

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

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

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

- 16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.
- 20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- 23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.



- 24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

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

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

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

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

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

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

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

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

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

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

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


**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

**ADDITIONAL TERMS AND CONDITIONS  
(Architectural and Engineering Contracts Only)**

- 1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
- 2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
- 3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
- 4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.
- 4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.



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

  
 \_\_\_\_\_  
 (Name, Title)  
 Dan Grant, Vice President  
 \_\_\_\_\_  
 (Printed Name and Title)  
 1027 Mount de Chantal Road, Wheeling, WV 26003  
 \_\_\_\_\_  
 (Address)  
 Phone: 304/242-8248 Fax: 304/242-8249  
 \_\_\_\_\_  
 (Phone Number) / (Fax Number)  
 mg1@mgarc.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.

**M&G Architects & Engineers**

\_\_\_\_\_  
(Company)

  
 \_\_\_\_\_  
 (Authorized Signature) (Representative Name, Title)

**Dan Grant, Vice President**

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

October 17, 2017

\_\_\_\_\_  
(Date)

Phone: 304/242-8248 Fax: 304/242-8240

\_\_\_\_\_  
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:**

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- Addendum No. 10

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

**M&G Architects & Engineers**

Company \_\_\_\_\_

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

Dan Grant, Vice President

October 17, 2017

Date \_\_\_\_\_

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

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: Matyskiela & Grant, Inc., dba M&G Architects & Engineers

Address: 1027 Mount de Chantal Road, Wheeling, WV 26003

Contracting business entity's authorized agent: Dan Grant, Vice President

Address: 1027 Mount de Chantal Road, Wheeling, WV 26003

Number or title of contract: New Group Camp Bathhouse at Tomlinson Run State Park

Type or description of contract: Professional A/E Services

Governmental agency awarding contract: Division of Natural Resources

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

Eric Matyskiela, PE, President

Dan Grant, AIA, Vice President

Subconsultant for MEP: MDS & Associates, Inc., Michael R. DeStefano, Principal

Signature: [Handwritten Signature] Date Signed: October 17, 2017

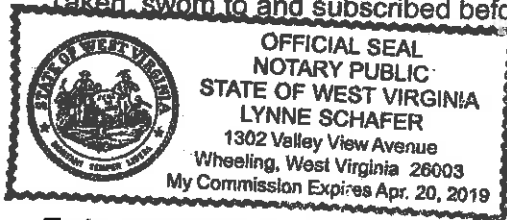
Check here if this is a Supplemental Disclosure.

Verification

State of West Virginia, County of Ohio

I, Dan Grant, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 16th day of October, 2017.



[Handwritten Signature] Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency:

Date submitted to Ethics Commission:

Governmental agency submitting Disclosure:

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL OTHER CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Matyskiela & Grant, Inc., dba M&G Architects & Engineers

Authorized Signature: [Signature] Date: October 16, 2017

State of West Virginia

County of Ohio, to-wit:

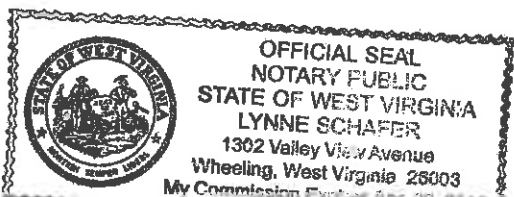
Taken, subscribed, and sworn to before me this 16th day of October, 2017.

My Commission expires April 20, 2019.

**AFFIX SEAL HERE**

NOTARY PUBLIC Lynne Schaffer

*Purchasing Affidavit (Revised 07/07/2017)*



State of West Virginia  
**VENDOR PREFERENCE CERTIFICATE**

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1.  **Application is made for 2.5% vendor preference for the reason checked:**  
Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2.  **Application is made for 2.5% vendor preference for the reason checked:**  
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3.  **Application is made for 2.5% vendor preference for the reason checked:**  
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4.  **Application is made for 5% vendor preference for the reason checked:**  
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6.  **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7.  **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**  
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: M&G Architects & Engineers

Signed: 

Date: October 17, 2017

Title: Vice President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

**WEST VIRGINIA  
STATE TAX DEPARTMENT  
BUSINESS REGISTRATION  
CERTIFICATE**

ISSUED TO:  
**MATYSKIELA & GRANT INC  
DBA M & G ARCHITECTS & ENGINEERS  
1027 MOUNT DE CHANTAL RD  
WHEELING, WV 26003-6356**

**BUSINESS REGISTRATION ACCOUNT NUMBER: 2195-1869**

This certificate is issued on: **06/10/2011**

*This certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

**This certificate is not transferrable and must be displayed at the location for which issued.  
This certificate shall be permanent until cessation of the business for which the certificate of registration  
was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.**

**Change in name or change of location shall be considered a cessation of the business and a new  
certificate shall be required.**

**TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.  
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of  
this certificate displayed at every job site within West Virginia.**

# CERTIFICATE OF *Authorization*

STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS

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

**MATYSKIELA & GRANT, INC. DBA M&G  
ARCHITECTS & ENGINEERS**

**C02392-00**

*Engineer in Responsible Charge: ERIC MATYSKIELA - WV PE 011705  
has complied with section S30-13-17 of the West Virginia Code governing  
the issuance of a Certificate of Authorization. The Board hereby notifies you of its  
certification with issuance of this Certification of Authorization for the period of:*

**January 1, 2016 - December 31, 2017**

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

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



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

BOARD PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/06/2017

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

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

<b>PRODUCER</b> USI Ins Svcs C/L Wheeling 2 22nd Street, Suite 200 Wheeling, WV 26003 304 232-0600	<b>CONTACT NAME:</b> Debbie Ullom	
	<b>PHONE (A/C, No, Ext):</b> 304-238-5546	<b>FAX (A/C, No):</b> 866-61703215
<b>E-MAIL ADDRESS:</b> debbie.ullom@usi.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Sentinel Insurance Company Ltd.		11000
<b>INSURER B :</b> Trumbull Insurance Company		27120
<b>INSURER C :</b> Hartford Accident & Indemnity C		22357
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			40SBAII1948	01/01/2017	01/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			40UECGZ9168	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000			40SBAII1948	01/01/2017	01/01/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory In NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	40WECCC4519	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is named as Loss Payee on the, 2009 Dodge Ram VIN# 3D7KS28L09G535437 and the 2013 Subaru Impreza VIN# JF1GV7E64DG031535. \$500 Comp Deductible. \$500 Collision Deductible.

<b>CERTIFICATE HOLDER</b>  Specimen For Purposes of Evidencing Coverage Only WV 26003	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>James P. Crouse</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/6/2017

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

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

<b>PRODUCER</b> The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114	<b>CONTACT NAME:</b> Patricia A. Cholewa	
	<b>PHONE (A/C, No, Ext):</b> 216-839-2800	<b>FAX (A/C, No):</b> 216-839-2815
<b>E-MAIL ADDRESS:</b> PCholewa@oswaldcompanies.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Beazley USA Services, Inc.		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** **MATYS-1**

Matyskiela & Grant, Inc. dba  
 M & G Architects & Engineers  
 1027 Mount de Chantal Road  
 Wheeling WV 26003

**COVERAGES** **CERTIFICATE NUMBER: 384084480** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						RETENTION \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made RetroDate: Full Prior Acts	N	Y	V1AECA170201	3/4/2017	3/4/2018	Each Claim Aggregate \$1,000,000 \$2,000,000

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

Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

<b>CERTIFICATE HOLDER</b>  Specimen For Purposes of Evidencing Coverage Only WV 26003	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Project and Goals

## PROJECT DELIVERY

The following summary has been compiled to further explain our methodology and approach to design. As referenced in the Scope of Services section of the EOI, the project will follow the American Institute of Architects model for project delivery which divides the project into multiple distinct phases. During each phase of the project different tasks are systematically undertaken and completed taking the project from concept to construction to owner occupancy. In order to summarize, the milestones listed below illustrate the typical framework for this project delivery method.

### Pre-Design / Schematic Design Phase:

- 1) Execute Formal Owner-Architect Agreement
- 2) Obtain Survey of Property Provided by Owner
- 3) Conduct Initial Owner Design Meeting and Establish Design Team for Participatory Design Process
- 4) Project Spatial Needs Established & Approved by Owner
- 5) Project Schedule and Budget Established & Approved by Owner (Confirmed at each Phase of Project)
- 6) Conduct Project Site Visits (Throughout Project as Needed)
- 7) Perform Initial Project Code Review (State & Local)
- 8) Schematic Design Documents Submitted & Approved by Owner

### Design Development Phase:

- 1) Conduct Design Team Meetings as required to discuss items pertinent to phase of project
- 2) Perform Final Project Code Review (State & Local)
- 3) Design Development Documents Submitted & Approved by Owner

### Construction Document Phase:

- 1) Conduct Design Committee Meetings as required to discuss items pertinent to phase of project
- 2) Coordinate Bidding Requirements (Front End) and Contract Forms with Owner's Requirements
- 3) Final Review Documents & Bid Schedule Submitted & Approved by Owner and Authorities

### Bidding Phase:

- 1) Advertisement for Bid Proposals
- 2) Construction Documents Distributed to Owner, Bidders & Authorities
- 3) Conduct Pre-Bid Conference (Mandatory if Required)

# Project and Goals

- 4) Review RFI's and Substitutions
- 5) Construction Document Addendums Distributed to Owner & Bidders
- 6) Open & Evaluate Submitted Bid Proposals
- 7) Contract for Construction Awarded to the Lowest Responsible Bidder

## Construction Administration Phase:

- 1) Conduct Pre-Construction Conference
- 2) Conduct Regular On-Site Project Meetings & Compile Meeting Minutes
- 3) Authorize Contractor Certificates for Payment
- 4) Review Solicited Submittals and Shop Drawings
- 5) Respond to Written Contractor RFI's
- 6) Conduct Substantial Completion Inspection
- 7) Submit Project Punch List for Final Completion
- 8) Conduct Final Completion Inspection
- 9) Close out Project with Contract Closeout Checklist, including As-Builts, Final Survey and O&M Manuals

At our Firm, Quality Control is a core competency of our staff and is a product of our methodology and attention to detail. This effort is further strengthened by our use of Mr. Matyskiela, a registered professional structural engineer, as the construction administrator during the construction phase of the project. From concept to completion our staff will continually coordinate the various details required for a successful project.

# Project Design Team Introduction

The following is an introduction of our project design team's qualifications to provide complete architectural and engineering services for the Tomlinson Run Bathhouse Replacement for the West Virginia Division of Natural Resources to replace and improve these facilities for the Group Camp Area of the Park.

## Project Design Team

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### M&G Architects & Engineers

- Design Team Project Manager
- Architectural Design
- Structural Engineering
- Civil Engineering
- Construction Administration
- Cost and Quality Control

### MDS & Associates

- Mechanical Engineering
- Plumbing Engineering
- Electrical Engineering
- Fire Protection Engineering

## Depth and Positioning of Project Design Team

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Our Team is expertly qualified to handle the complex needs of coordination and consensus required among the various project entities to develop a well conceived design solution that is both functional and within budget. We understand the importance of "getting it right the first time" as it is difficult for public agencies to obtain the needed funding to accomplish projects such as this. This fact combined with our Team's close proximity to the project site, are key advantages to the Project as this will save both time and money.

Our Team has the experience and expertise required to make tough projects and tough schedules seem easy. We utilize state of the art computer technology and good old fashioned quality fieldwork to make sure we meet or exceed your expectations. Quality Control is a core competency of our staff and is a product of our methodology and attention to detail. This effort is further strengthened by our use of a registered professional engineer as the construction administrator during the construction phase of the project. From concept to completion our staff will continually coordinate the various details required for a successful project.

# Project Design Team Introduction

## Project Design Team Distinctions

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As mentioned above, our team has the manpower, experience, and technical ability to take your project from concept to completion in a professional and efficient manner. As you page through our Statement of Qualifications, you will notice that each company participating in this collaboration brings a unique and specialized skill set to this project from each company's core strength. The staffs of our firms have proudly served this region for many years and we look forward to the opportunity to explain more in a formal interview if selected for such an honor. We appreciate your consideration.

# Firm Profile

Owners, Dan Grant and Eric Matyskiela, saw a need in the Ohio Valley for a creative yet practical architectural/engineering firm. Dan and Eric combined their 52 years of industry experience to create a versatile firm that achieves these goals while utilizing state of the art technology to promote efficiency.

At M&G, we combine the enterprise and art of design with the practicality and constructability required to create attractive yet functional buildings. This represents our core competency as a company. Within our company we have combined years of project experience from the design industry and the construction industry to create a unique company that is custom built to satisfy the complex needs of any client. M&G Architects & Engineers is a full service A/E firm founded in 1996, offering a full range of architectural and engineering consulting services.

## Eric Matyskiela, P.E.



- Managing Principal and Responsible for all Engineering Activities and Construction Administration
- Eric has 32 years of experience with various firms, including: Cerrone & Vaughn, Inc.; Vaughn, Coast & Vaughn; JD&E, Inc.; JDE Engineering PLL

### Education

- Masters of Science, Engineering, Ohio University (2007)
- Bachelor of Science, Architectural Engineering Technology, University of Cincinnati (1983)

### Professional Registration

- Registered Professional Engineer:  
West Virginia [REDACTED] Ohio [REDACTED]  
Pennsylvania [REDACTED]

### Professional Affiliations

- American Concrete Institute
- The Masonry Society
- American Institute of Steel Construction
- International Code Council

[ericm@mgarc.com](mailto:ericm@mgarc.com)

## Dan Grant Jr., AIA



- Responsible charge of architectural activities
- Dan has 20 years of experience with various firms including Burgess & Niple; McKinley & Associates, Inc.

### Education

- Bachelor of Architecture, University of Tennessee College of Architecture and Planning (1995)

### Professional Registration

- Registered Architect:  
N.C.A.R.B. [REDACTED]  
West Virginia [REDACTED]; Ohio [REDACTED]  
Pennsylvania [REDACTED] Kentucky [REDACTED]

### Professional Affiliations

- American Institute of Architects [REDACTED]
- National Fire Protection Association
- International Code Council
- Precast Concrete Institute

[dang@mgarc.com](mailto:dang@mgarc.com)

## Introduction:

Mr. Boron and Mr. DeStefano provide complete Mechanical, Electrical and Plumbing (MEP) design. M&G has worked exclusively with them since 2005 for development of MEP project documents. They share the same core competency as M&G, which is centered on providing timely, innovative, and cost-effective design solutions for our clients.

## Company Background:

MDS & Associates, Inc. was incorporated in 1975. With more than 35 years of mechanical consulting experience, we are contacted to handle various types of projects. We have an excellent record of producing contract documents within the set time frame, ever mindful of the scope and budget of the owner. We take pride in bringing a project in within the estimated construction costs, and find that our change orders have averaged less than 2%. This office has handled projects small in size to those totaling \$14,000,000.00.

## Highlights

Mr. Boron and Mr. DeStefano have extensive experience with multiple types of projects and contract delivery systems. Project budget control is a key aspect of any project, but is of particular importance in renovation projects. These projects require a real-world common sense approach to insure project schedule and budget requirements are met while answering the client's performance specifications.

### Timothy M. Moron, PE – Vice President

- Chief Mechanical Engineer
- BSME Degree from the University of Akron in 1986
- Expertise in the fields of fluid mechanics, thermodynamics, statics, etc.
- Professional Affiliations: National Society of Professional Engineers, Ohio Society of Professional Engineers, Canton Regional Society of Professional Engineers (1995 Young Engineers Award), State of West Virginia – Professional Engineer

### Michael R. DeStefano – Principal

- Chief Mechanical Designer, Site Investigation, Site Supervision/Project Management during Construction Phase
- BSBAM Degree from the University of Akron in 1995
- Manages the Majority of Day-to-Day Operations of the Business



# Professional Services

## Project Development / Pre-Design Services

- Program Development
- Site Selection
- Zoning / Planning Assistance
- Budget Analysis / Feasibility Studies
- Project Funding Procurement Assistance



## Architectural Design Services

- Code / Life Safety / ADA Analysis
- Complete Building Design
- 3D Rendering and Animations
- Restoration and Adaptive Reuse
- Green Building Design – LEED Accredited



## Interior Build-Out / Design

- Tenant-Specific Space Planning
- Furniture & Fixture Layout
- Interior Finish Selection
- Facility Documentation



## Engineering Services

- Site / Civil Design
- Structural Design
- HVAC Design
- Plumbing Design
- Electrical Design



## Construction Procurement

- Cost Estimating
- Construction Document Development
- Bidding / Negotiation
- Contract Administration
- Design / Build Delivery



## Forensics

- Building Envelope Evaluation / Analysis
- Water / Moisture Intrusion Evaluations / Analysis
- Evaluation / Analysis of Structural Distress



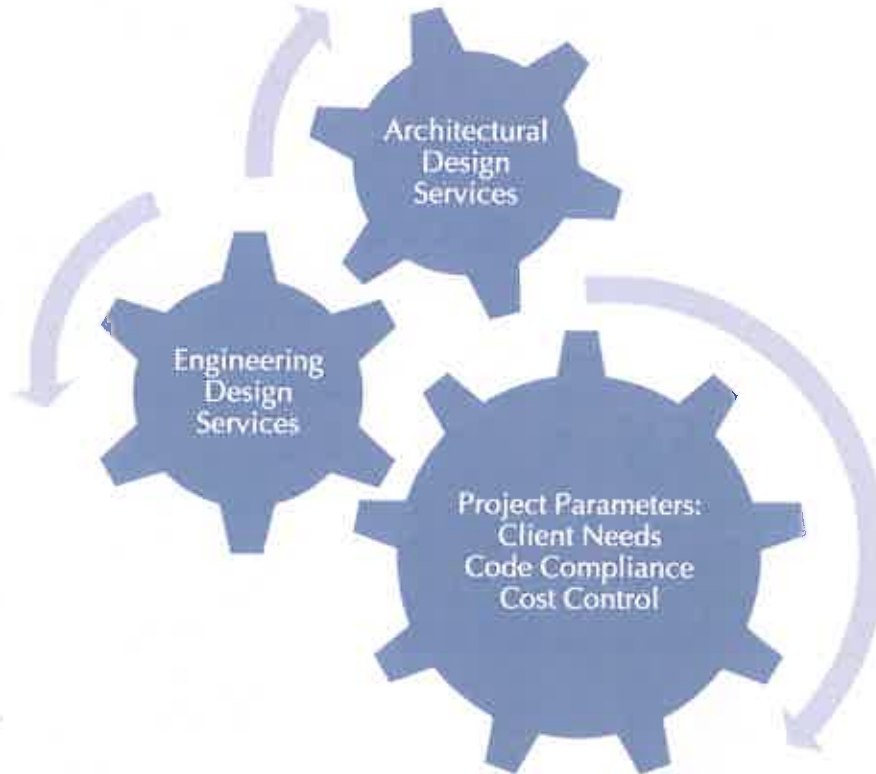
# Project Communication Diagram

## Eric Matyskiela, PE

- Engineering Design Services
- Cost Control
- Engineering Integration
- Constructibility Analysis
- Construction Administration

## Dan Grant Jr., AIA

- Architectural Design Services
- Point of Contact
- Design Team Management
- Document Development
- Quality Control



Project Completion and Client Occupancy

# Project Experience Introduction

The following summary has been compiled in order to aid in the review of our experience with projects similar in nature, scope, and component parts to the proposed project for Tomlinson Run State Park. Below you will find information on current active projects, recently completed projects and relevant past projects. Please reference the project photo pages that following this introduction for additional information and feel free to contact our references listed at the end of the Statement of Qualifications for more precise schedule, budget and change order information, as this information is deemed private in many cases by our clients.

## Current Active Projects:

1. Ritchie Elementary School Renovations:
  - Contact: Mr. Brian Harto
  - Project Type: Renovation
  - Project Cost: \$7,200,000.00
  - Status: Under Construction
  - Substantial Completion Date: Spring 2017
2. Ohio County Public Library Renovations:
  - Contact: Mr. Greg Marquart
  - Project Type: Renovation
  - Project Cost: \$1,200,000.00
  - Status: Under Construction
  - Substantial Completion Date: Summer 2017
3. Urban Mission Ministries – War Memorial Building Adaptive Reuse:
  - Contact: Rev. Ashley Steele
  - Project Type: Adaptive Reuse
  - Project Cost: \$1,800,000.00
  - Status: Construction Document Phase Review
  - Substantial Completion Date: To Be Determined
4. West Virginia Northern Community College – WESCO Building Adaptive Reuse:
  - Contact: Mr. Jeff Sayre
  - Project Type: Adaptive Reuse
  - Project Cost: \$4,200,000.00
  - Status: Under Construction
  - Substantial Completion Date: August 2018
5. City of Wheeling – WesBanco Arena Storage Building Addition
  - Contact: Mr. Robert Herron
  - Project Type: Addition
  - Project Cost: \$480,000.00
  - Status: Under Construction
  - Substantial Completion Date: December 2017

# Project Experience Introduction

## Recently Completed Projects:

1. WesBanco Arena Renovations:
  - o Contact: Mr. Robert Herron
  - o Project Type: Renovation & Addition
  - o Project Cost: \$6,000,000.00
  - o Status: Construction Complete
  - o Substantial Completion Date: June 2016
  
2. Children's Home of Wheeling – North Hall Renovations
  - o Contact: Mr. Greg Marquart
  - o Project Type: Renovation
  - o Project Cost: \$1,600,000.00
  - o Status: Construction Complete
  - o Substantial Completion Date: November 2016
  
3. West Liberty University – Football Stadium & Press Box:
  - o Contact: Mr. Joe Mills
  - o Project Type: New Construction
  - o Project Cost: \$3,200,000.00
  - o Status: Construction Complete
  - o Substantial Completion Date: Fall 2014

## MEP Team Relevant Past Projects:

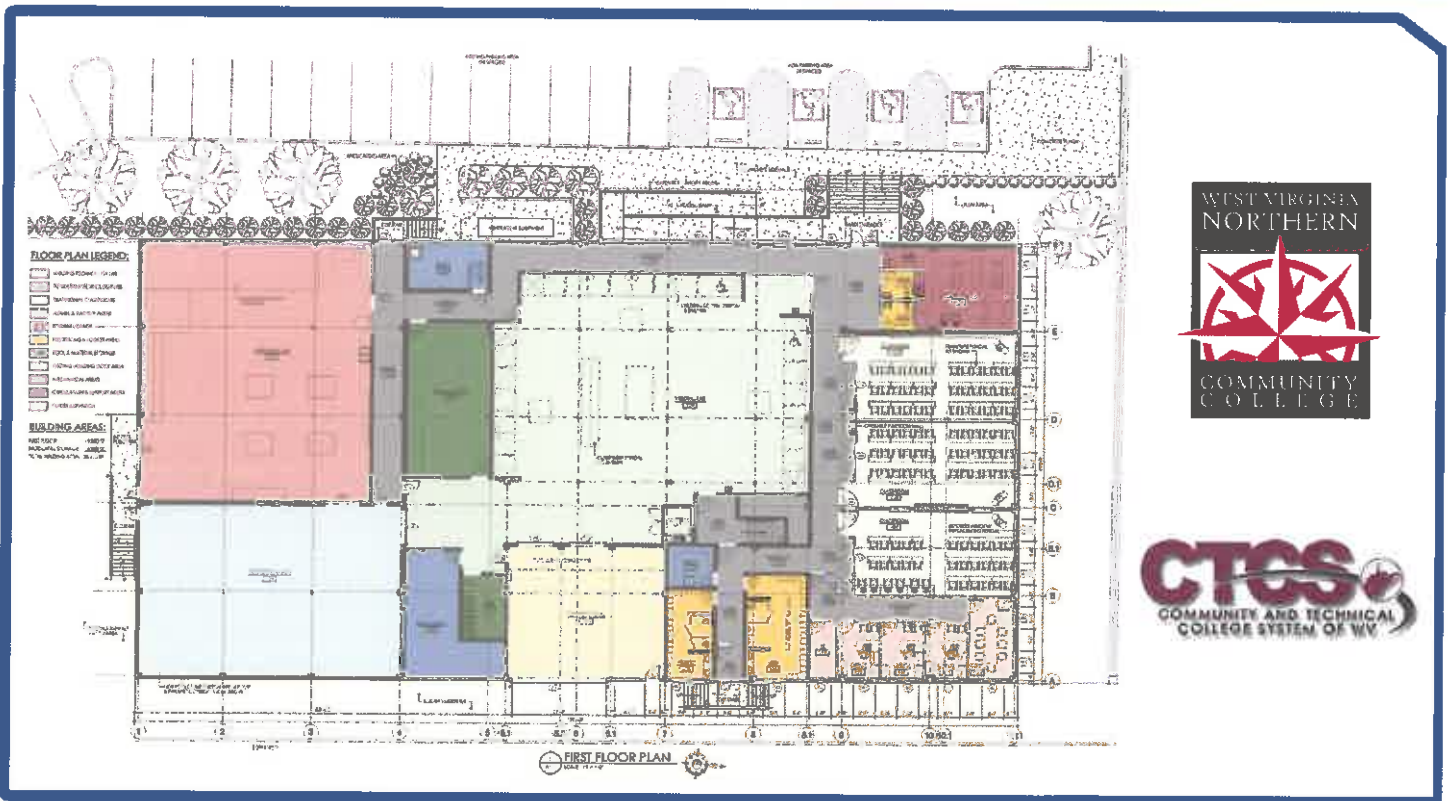
1. Zion Bath House
2. Pool House Elkhorn Valley Church Camp
3. Massillon Girls & Boys Club
4. Scandavian Health Spa
5. Locker Room Thakar Aluminum Corp.
6. Freshmark Locker Room
7. Beechwood Park & Playground
8. Camp Wakonda Shower Houses
9. Smithville Weight Training Lockers
10. Women's Fitness Express
11. Martindale Park Restrooms
12. Canton Civic Center Locker Rooms
13. Willig Park
14. Massillon Alumni Sports Medicine Complex
15. Walsh University Sports Complex
16. Edgewood Community Center
17. Marion Family YMCA
18. Shady Hollow Country Club
19. Massillon Recreation Center
20. Timken Company Faircrest Plant Locker Room
21. Paul E. David Athletic Training Facility
22. FFA Camp Muskingum

## West Virginia Northern Community College Center for Industrial Technology

Academic/Lab Facility  
Adaptive Reuse

- **Cost: \$4,200,000**
- **Total Size: 26,910 sq. ft.**
- **Completion Date: 2018**

The design of this renovation adaptively reuses the existing Wesco Building for West Virginia Northern Community College's Center for Industrial Technology while integrating the building into the College's Downtown Wheeling Campus. Additionally, the repurposing of this building dramatically increases the size and capabilities of the College's existing Welding and Petroleum Technology Programs. This project is being accomplished in coordination with the WV Council for Community and Technical College Education and expands the presence and prominence of the Campus in the downtown area.



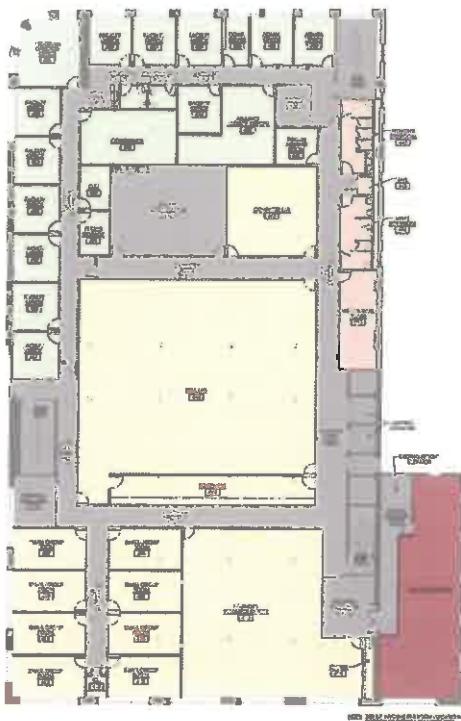
# Education

## Wheeling Jesuit University Department of Physical Therapy

Academic/Clinic Facility  
Interior Build-out

- **Cost: \$2,500,000**
- **Total Size: 28,000 sq. ft.**
- **Completion Date: 2013**

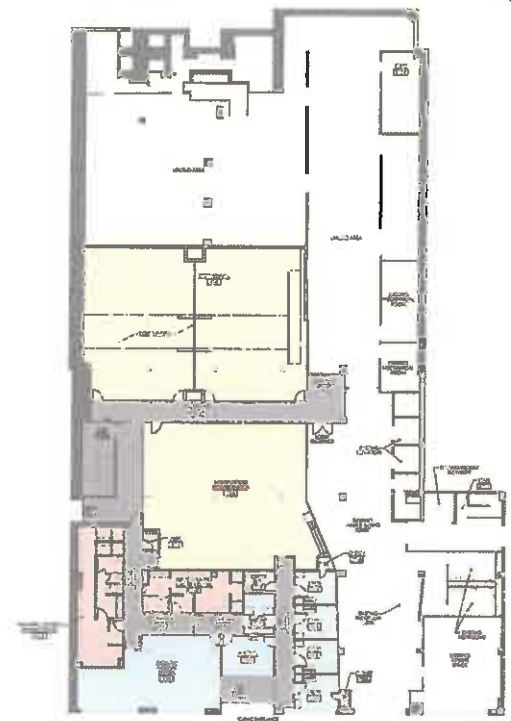
The design of this renovation adaptively reuses existing unoccupied areas of the Market Street and Fourth Floors of the former Stone and Thomas Building for Wheeling Jesuit University's Physical Therapy Department while integrating this cutting edge Doctorate Degree Program into an iconic historic downtown Wheeling building and bringing students to the downtown area. This project is being accomplished in coordination with the Regional Economic Development Partnership and the City of Wheeling as the first step of Wheeling Jesuit University's planned expansion into the downtown area.



**RED**  
Regional Economic Development **PARTNERSHIP**



**STONE CENTER**  
WHEELING, WEST VIRGINIA



**m&g**  
Mays & Glick, Inc.  
ARCHITECTS & ENGINEERS

## City of Steubenville

### Steubenville City Hall

- **Cost: \$4,200,000**
- **Size: 24,420 sq. ft.**
- **Completion Date: 2010**

The design of this facility featured several sustainable components including prefabricated architectural precast concrete wall panels, rammed aggregate pier site soil stabilization, room occupancy sensors and a state of the art intelligent variable flow multi zone HVAC system.



# Sports & Entertainment

## Wesbanco Arena

City of Wheeling

- **Cost: \$6,000,000**
- **Size: +/- 150,000 sq. ft.**
- **Completion Date: Spring 2016**

The design of this renovation and addition project will serve to modernize the appearance and upgrade the fan experience at the Arena. Upgrades include a New ADA Entrance Pavilion, New Seating, New Concession Areas, New Restrooms and New Video Boards.





# Sports & Entertainment

## Wesbanco Arena

### Project Phasing & Budget Control:

M&G worked with the Owner during the course of this project to phase the design and construction in a manner that would allow the arena to remain in operation during construction, enhance the fan experience earlier in the project and maximize the budget by dividing the project into bid packages that would drive layered mark up out of the project cost. Each bid package included several alternate upgrades in order to provide the owner an opportunity to select upgrades to add to the base cost utilizing pricing obtained in a competitive manner, thus giving budget control to the owner on bid day. To date, the project has been delivered in keeping with the original project schedule and is on budget.



# Sports & Entertainment

## WLU Football Stadium & Press Box

West Liberty University

- **Cost: \$3,200,000**
- **Size: 5,835 sq. ft.**
- **Completion Date: Fall 2014**

West Liberty University approached M&G with a desire to replace their existing Press Box and Bleachers for their football stadium. M&G worked with the University to develop a cost effective solution to meet their programmatic needs, address their soil issues and develop marketing materials that successfully helped them to obtain project funding from private donors. M&G, via innovative design approaches and solutions, was able to help the University meet their programmatic needs while staying within their target budget.



## Ohio County Development Authority The Highlands

Retail Building for Verizon Wireless, Crone's  
Clothiers, Sleep Outfitters and Panera Bread

- **Cost: \$2,100,000**
- **Total Size: 17,986 sq. ft.**
- **Completion Date: 2007**

The design of this building utilized architectural materials that fit the overall context of the retail development in which the building was located to establish distinct entrances to each individual retail space while grouping the spaces around an exterior decorative plaza and seating area.



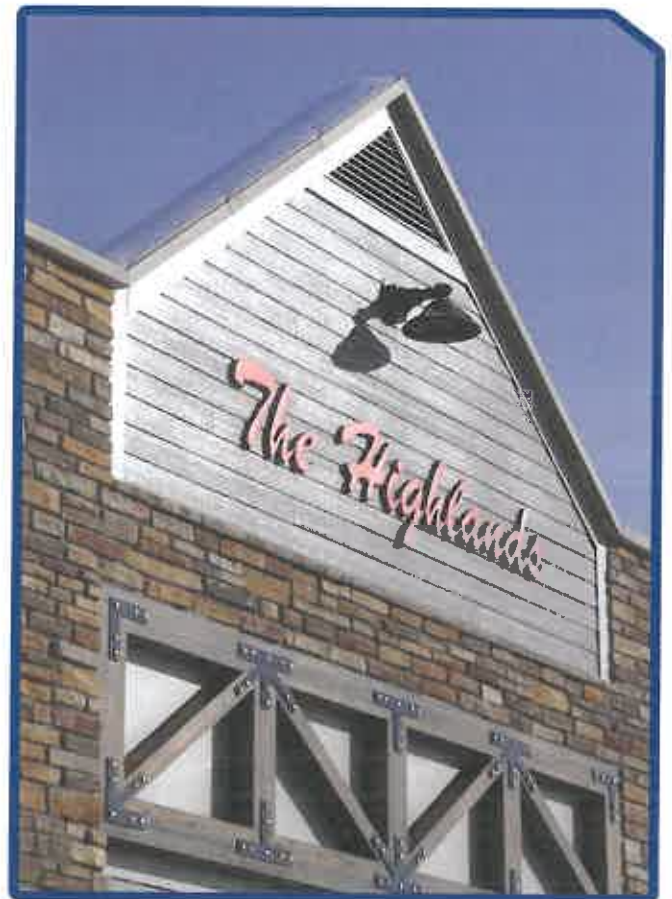
# Retail

## Ohio County Development Authority The Highlands

Retail Building for Starbucks Coffee,  
Quizno's Subs and Coldstone Creamery

- **Cost: \$800,000**
- **Total Size: 4,835 sq. ft.**
- **Completion Date: 2007**

The rustic design of this building was developed to match the architectural context of the Cabela's Retail Store while serving as a gateway building to the entire development and features three exterior dining areas that overlook the vicinity while enhancing the outdoor experience.



## Ohio County Development Authority The Highlands

Retail Building for AT&T, El Paso Mexican Grill, Wings To Go, Smoker Friendly and Fusion Japanese Steakhouse

- **Cost: \$3,300,000**
- **Total Size: 16,117 sq. ft.**
- **Completion Date: 2009**

The design of this building featured a blend of retail and restaurant spaces, including two exterior dining areas, situated along the busiest road in the development, making implied and obvious brand identification a key element of the design for quick customer recognition.



## Ohio County Development Authority The Highlands

Retail Building for Rue 21,  
Justice Just For Girls, and Dress Barn

- **Cost: \$1,900,000**
- **Total Size: 17,000 sq. ft.**
- **Completion Date: 2008**

The design of this building was developed as an extension to the existing main retail building strip in the development and as such featured architectural features that catered to the needs of a pedestrian shopper including wide sidewalks, continuous cover to provide weather protection and numerous windows for retail displays.

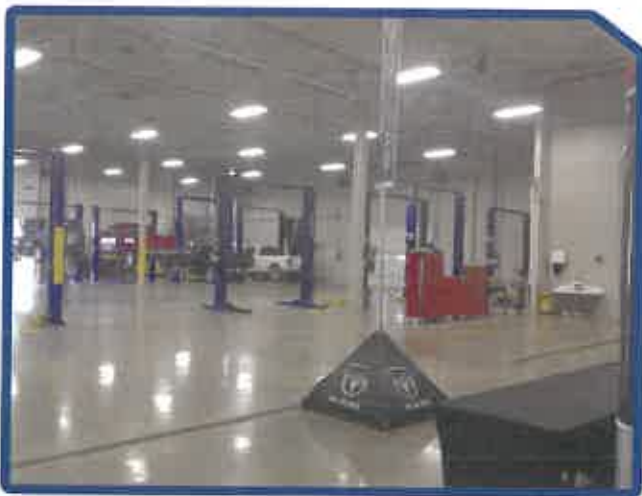


## Thomas Garage

Chrysler, Jeep, Dodge, Ram  
Car & Truck Dealership

- **Total Size: 47,000 sq.ft.**
- **Completion Date: 2012**

The design of this renovation transformed an existing furniture store building into a state of the art car dealership with a 15,000 sq.ft. interior showroom, office spaces for employees, service department, parts department, parts storage, and 18 bay service garage. The design included a 25'x 50' building addition for the service department customer vehicle drop off for service. The team worked with the owners and adapted the requirements of the corporate designs to the constraints of the existing building. The design team utilized the existing facility layout for several areas of the building as a cost savings item for the owners. The design team also developed several design solutions for the facility that will allow the owner to adapt to their future needs without major renovations.



# MDS & Associates, Inc.

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**Timken Technical Academy -  
New High School Vocational Facility.  
Complete New Mechanical Systems  
including Multiple Rooftop Units and  
Make-up Air Units.**

- **CLIENT: Canton City Schools**
- **LOCATION: Canton, Ohio**
- **COMPLETION DATE: 2003**
- **SIZE: 39,500 SF**





# MDS & Associates, Inc.



Major Renovation of Menard Hall, a College Dormitory consisting of Rooftop Units for common areas and PTAC units in the Dorm Rooms. Structure is three stories at 16,173 square feet per story.

- **CLIENT:** Walsh College
- **LOCATION:** Canton, Ohio
- **COMPLETION DATE:** 2007
- **SIZE:** 16,175 SF, 3 Stories



# References

<b>WesBanco Arena</b> Mr. Dennis Magruder	(304) 233-7000	<b>City of Wheeling</b> Mr. Robert Herron	(304) 234-3617
<b>Wheeling Jesuit University</b> Mr. Bruce McColloch	(304) 243-2241	<b>Regional Economic Development</b> Mr. Don Rigby	(304) 232-7722
<b>West Liberty University</b> Mr. Joe Mills	(304) 336-8180	<b>Ohio County Schools</b> Dr. Kimberly Miller	(304) 243-0313
<b>Urban Mission Ministries</b> Rev. Ashley Steele	(740) 282-8010	<b>Orrick, Herrington &amp; Sutcliffe, LLP</b> Mr. Will Turani	(304) 231-2629
<b>The Children's Home of Wheeling</b> Mrs. Louise Patee	(304) 233-2367	<b>WV Northern Community College</b> Mr. Jeff Sayre	(304) 214-8809
<b>Thomas Chrysler Dodge Jeep</b> Mr. Brian Thomas	(740) 695-0452	<b>The Ohio County Public Library</b> Mr. Greg Marquart	(304) 233-3312