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

# Request for Quotation

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DCH08118

ADDRESS CORRESPONDENCE TO ATTENTION OF

SHELLY MURRAY

304-558-8801

DIVISION OF CULTURE & HISTORY

**CULTURAL CENTER** 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0300 558-0220

**\*709044920** 304-342-0300 PAUL D MARSHALL ARCHITECTS & E 305 WASHINGTON ST W

CHARLESTON WV 25302

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# GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

#### **INSTRUCTIONS TO BIDDERS**

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

#### SIGNED BID TO:

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



CHIEF EXECUTIVE OFF

**\*709044920** 

CHARLESTON WV

305 WASHINGTON ST W

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

PAUL D MARSHALL ARCHITECTS & E

25302

304-342-0300

## Request for Quotation

DCH08118

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

SHELLY MURRAY 304-558-8801

DIVISION OF CULTURE & HISTORY

ADDRESS CHANGES TO BE NOTED ABOVE

**CULTURAL CENTER** 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 558-0220 25305-0300

DATE PRINTED: TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 03/20/2008 BID OPENING DATE: 04/10/2008 BID OPENING TIME 01:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS. THE DIRECTOR OF PURCHASING RESERVES THE CANCELLATION: RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE 304) 343-5310 -2*00*8

80 00 65213



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

# Request for SEQNUMBER Quotation

DCH08118

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SHELLY MURRAY 304-558-8801

ADDRESS CORRESPONDENCE TO ATTENTION OF

**\*709044920** 304-342-0300 PAUL D MARSHALL ARCHITECTS & E 305 WASHINGTON ST W CHARLESTON WV 25302

DIVISION OF CULTURE & HISTORY

CULTURAL CENTER 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0300 558-0220

SHIP VIA DATE PRINTED TERMS OF SALE FO.B. FREIGHT TERMS 03/20/2008 BID OPENING DATE: 04/10/2008 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT **BUYER:** SHELLY MURRAY / FILE 31 RFQ. NO.: DCH08118 BID OPENING DATE: 04/10/2008 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304) 342-4300 CONTACT PERSON (PLEASE PRINT CLEARLY): KYLE BRENT SPRADLING (304) 343-5310 COST \*\*\*\*\* THIS IS THE END OF REQ DCHO8118 \*\*\*\*\* TOTAL: NOT APPLICABLE PLEASE SEE ATTACKED EXPRESSION OF INTEREST, INCLUDING REGUESTED RESPONSE MATERIALS, SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE, 8000 65213 ADDRESS CHANGES TO BE NOTED ABOVE

#### **EXPRESSION OF INTEREST**

WEST VIRGINA DIVISION OF CUTURE AND HISTORY
WEST VIRGINIA INDEPENDENCE HALL
RENOVATIONS TO THE HVAC PLANT: DCH08118

#### Part 1 GENERAL INFORMATION

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" is soliciting Expression(s) of Interest (EOI) for The West Virginia Division of Culture and History, "Agency", from qualified Vendors to provide architectural/engineering services as defined in section two (2) and three (3).

1.2 Project:

The mission or purpose of the project described in sections 2 & 3 is to assess the HVAC plant at West Virginia Independence Hall, develop specifications to address issues or replace equipment, and provide Construction Administration services to monitor work and provide quality assurance up to the official close out of the Project.

1.3 Format: N/A

1.4 Inquiries:

Additional information inquiries regarding this EOI must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission, which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Shelly Murray
Purchasing Division
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115

The Vendor, or anyone on the Vendor's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee. Violation may result in rejection of the EOI. The State Buyer named above is the sole contact for any and all inquiries after this EOI has been released.

1.5 Vendor Registration:

Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration

fee. Vendor is not required to be a registered vendor in order to submit an EOI, but the **successful Vendor must** register and pay the fee prior to the issuance of an actual contract.

#### 1.6 Oral Statements and Commitments:

Vendor must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any State personnel are **not** binding. Only the information issued in writing and added to the Expression of Interest specifications file by an official written addendum is binding.

#### 1.7 Economy of Preparation:

EOI's should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the EOI. Emphasis should be placed on completeness and clarity of content.

1.8 Labeling of the Sections: The response sections should be labeled for ease of evaluation.

#### 1.9 Submission:

- 1.9.1 State law requires that the original expression shall be submitted to the Purchasing Division. All copies to the Purchasing Division must be submitted prior to the date and time stipulated as the opening date. All expressions will be date and time stamped on the Purchasing Division official time clock to verify time and date of receipt.
- 1.9.2 Vendors mailing expressions should allow sufficient time for mail delivery to ensure timely arrival. The Purchasing Division **CANNOT** waive or excuse late receipt of an expression which is delayed and late for any reason according West Virginia State Code §5A-3-11. Any EOI received after the bid opening time and date will be immediately disqualified in accordance with State law and the Legislative Rule 148-CSR-1.

#### Submit:

One original plus (6) convenience copies to: Purchasing Division 2019 Washington Street, East P.O. Box 50130 Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: Shelly Murray / File 31

Req#: DCH08118

Opening Date: 04/10/2008

Opening Time: 1:30 PM

#### 1.10 Rejection of Expressions:

The State shall select the best value solution according to §5G-1-3 of the West Virginia State Code. However, the State reserves the right to accept or reject any or all expressions and to reserve the right to withdraw this Expression of Interest at any time and for any reason. Submission of, or receipt by the State of Expressions confers no rights upon the Vendor nor obligates the State in any manner.

## 1.11 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expenses incurred by any Vendor responding to this EOI for expenses to prepare, deliver, or to attend the short-list interviews.

#### 1.12 Addenda:

If it becomes necessary to revise any part of this EOI, an official written addendum will be issued by the State to all potential Vendors of record.

## 1.13 Independent Price Determination:

A contract will not be considered for award if the negotiated price was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor.

1.14 **Price Quotations:** No "price" or "fee" quotation is requested or permitted in the response.

#### 1.15 Public Record:

#### 1.15.1 Submissions are Public Record.

All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All EOI's submitted by Vendors shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the expressions have been opened.

#### 1.15.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request, which ever is greater.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a Vendor are the only exemption to public disclosure. The submission of any information to the State by a Vendor puts the risk of disclosure on the Vendor. The submission of any information to the State by a vendor puts the risk of disclosure on the Vendor. The State does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events:

Release of the EOI.......03/21/2008 Expressions of Interest Opening Date......04/10/2008

- 1.17 Mandatory Prebid Conference: N/A
- 1.18 Bond Requirements: N/A
- 1.19 Purchasing Affidavit:

West Virginia State Code §5A-3-10a (3) (d) requires that all Vendors submit an Affidavit regarding any debt owed to the State and licensing and confidentiality certifications. The Affidavit must be signed and submitted prior to award. It is preferred that the Affidavit be submitted with the EOI.

#### PART 2

#### **OPERATING ENVIRONMENT**

- 2.1 Location: Agency is located at 1528 Market Street in Wheeling, West Virginia 26003
- 2.2 **Background:** WVIH is a museum facility located in the City of Wheeling, West Virginia and is listed in the National Register of Historic Places. It is a stone structure consisting of a basement (where most of the HVAC & mechanical equipment is located), three floors, and an attic space. Also there is a below ground level water cooling tower unit located in the parking lot area to the rear of the building. The facility is operated as a Museum and the building itself is considered an artifact.

The existing HVAC plant was installed in 1975/1976 and, after thirty three years of service, components may have reached the end of their useful service life. Assessment and design for the system should consider stable museum grade environments (including air filtration, monitoring, humidification, and de-humidification), cost, energy efficiency, and ease of maintenance in that order.

#### PART 3 PROCUREMENT SPECIFICATIONS

#### 3.1 General Requirements:

Following an assessment of the WVIH's HVAC system and the facility in general, the successful Vendor shall work with the Agency to design and develop plans, documents, and specifications for Construction as required for the Division of Culture and History to proceed with the Work.

- 3.1.1 The plans and specification package, during the design and development stage, will be subject to at least two (2) reviews by the Agency. These Agency reviews will also include a State Historic Preservation Office review for compliance with the Secretary of the Interior's Standards for Historic Preservation requirements.
- 3.2 Project Description:

# 3.2.1 Design and Development:

Following a review and assessment of the physical plant, the Vendor shall develop a preliminary design for an HVAC system reflecting the following facility needs:

Museum Environments and Environmental Monitoring Indoor Air Quality
Cost Effectiveness and Budget Constraints
Energy Efficiency
Ease of Maintenance

The Vendor shall make recommendations in the form of a preliminary report for the Agency's consideration that addresses issues (I.E. - repair, refit, or refurbishment as opposed to replacement, potential historic preservation issues & etc.) that may need to be considered by the Agency. The Agency will then provide the Vendor feedback in a timely manner that addresses the recommendations. Vendors should have experience in and consider means and methods that are minimally invasive to the fabric of the existing building in developing the Project. Vendors also need to coordinate with the Agency's State Historic Preservation Office (SHPO) relative to the Secretary of the Interior's *Standards for Historic Preservation*.

#### 3.2.2 Bid Documents:

Following the Design and Development stage of the project, the Vendor shall create bid specifications and prints that will be subject to at least two (2) reviews by the Agency.

3.2.2.1 Upon completion of the Agency review and approval process, the Vendor shall submit the Bid Documents to the State Fire Marshall's offices for review and approval. On final approval by the State Fire Marshall, the Documents will be submitted to the Agency Purchasing Officer and be prepared for release, by the Agency to the State Purchasing Division. The Vendor should be prepared to assist the Agency by attending any Construction pre bidding meetings or responding to requests for information by the State Purchasing Division as a part of the bidding process.

#### 3.2.3 Construction Administration:

Upon an award of a Contract for Construction to a Contractor, the Vendor shall administer the Work and provide quality assurance on behalf of the Agency until the project is closed out. It is expected that Change Orders, requested by the Contractor, be promptly assessed and, if approved by the Vendor, a detailed, written justification from the Contractor be reviewed and endorsed by the Vendor prior to submission, in a timely manner, to the Agency for consideration.

### 3.3 Special Terms and Conditions:

- 3.3.1 Bid and Performance Bonds: N/A
- 3.3.2 Insurance Requirements: \$1,000,000 Professional Liability

  Workers Compensation Certificate upon award

#### 3.4 General Terms and Conditions:

By signing and submitting the EOI, the successful Vendor agrees to be bound by all the terms contained in Section Three (3) of this EOI.

#### 3.4.1 Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

# 3.4.2 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the Vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of this

warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

## 3.4.3 Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

### 3.4.4 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 the parties to 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 all individuals employed pursuant to the terms of this EOI and resulting contract. Neither the Vendor nor any employees or contractors of the Vendor shall be deemed to be employees of the State for any purposes whatsoever.

The 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, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

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

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

#### 3.4.5 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 Vendor 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; (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 laws.

#### 3.4.6 Contract Provisions:

After the most qualified Vendor is identified, and fee negotiations are concluded, a formal contract document will be executed between the State and the Vendor. The order of precedence is the contract, the EOI and the Vendor's response to the EOI.

# 3.4.7 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

### 3.4.8 Compliance with Laws and Regulations:

The Vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

#### 3.4.9 Subcontracts/Joint Ventures:

The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the Vendor is totally responsible for payment of all subcontractors.

#### 3.4.10 Term of Contract:

This contract will be effective (date set upon award) and shall extend until the scope of work is complete or for one (1) consecutive twelve (12) month period. The contact may be renewed upon mutual consent for two (2) consecutive years one (1) year periods or until such reasonable time as may be necessary to obtain a new contract or to complete work.

#### 3.4.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the Vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

#### 3.4.12 Contract Termination:

The State may terminate any contract resulting from this EOI immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this EOI and resulting contract. The State shall provide the Vendor with advance notice of performance conditions, which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time contained in the

notice, the State shall issue the Vendor an order to cease and desist all work immediately.

The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination. The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

#### 3.4.13 Changes:

If changes to the original contract become necessary, a formal contract change order will be required. Prior to any work being performed, the change must be negotiated and approved by the State, the Agency and the Vendor. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office prior to the effective date of such amendment. NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

# 3.4.14 Invoices, Progress Payments, & Retainage:

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency based on percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

### 3.4.15 Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$150.00 per workday, for failure to provide deliverables at the agreed upon date identified in the final contract. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

#### 3.4.16 Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breech of confidentiality by the Vendor, subcontractors, or individuals permitted access by the Vendor.

#### PART 4 EVALUATION & AWARD

#### 4.1 Evaluation and Award Process:

a) Expressions of Interest will be evaluated and awarded in accordance with §5G-1-3 "Contracts for architectural and engineering services; selection process where total project costs are estimated to cost two hundred fifty thousand dollars or more."

"In the procurement of architectural and engineering services for projects estimated to cost two hundred and fifty thousand dollars or more the director of purchasing shall encourage such Vendors 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. All such jobs shall be announced by public notice published as a Class II legal advertisement in compliance with the provisions of article three [§59-3-1et seq.] A committee comprised of three to five representatives of the agency initiating the request shall evaluate the statements of qualifications and performance data and other material submitted by the interested Vendors and select three Vendors which in their opinion are the best qualified to perform the desired service. Interviews with each Vendor selected shall be conducted and the committee shall conduct discussions regarding anticipated concepts and

the proposed methods of approach to the assignment. The committee shall then rank in order of preference no less than three professional Vendors deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional Vendor for architectural or engineering services or both. Should the agency be unable to negotiate a satisfactory contract with the professional Vendor considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the Vendor of second choice shall commence. Failing accord with the second most qualified professional Vendor, the committee shall undertake price negotiations with the third most qualified professional Vendor. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional Vendors, it shall select additional professional Vendors in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached."

b) The evaluation criteria and assigned point values are as follows:

# Section I: Understanding of the project objectives and time line (30 Points)

Vendors should discuss in detail their understanding of the overall project and provide an anticipated time line for the project scheduled through March 2009.

# Section II: Vendor's Experience/Qualifications; Quality of staff assigned to the Project (50 Points)

Vendor must have experience providing A/E design services for museums, libraries, or similar venues. Vendor should provide examples of at least two successful projects of similar scale and scope completed within the previous six (6) years. Included should be the scope of services offered to the client; the names, addresses, and phone numbers of Vendor references from the work; project budget and final cost; and scheduled opening date and final completion date.

Vendor should provide a minimum of five (5) references reflecting work similar in scale and scope. The references should contain up-to-date contact information. The Division of Culture and History retains the right to check other sources through public record and/or offer projects referred to in submitted proposal materials.

Vendor must demonstrate familiarity with the Secretary of the Interior's *Standards* for *Historic Preservation* requirements. The Vendor should demonstrate an ability to

coordinate and integrate these facility design requirements into an overall set of "For Construction" documents.

Vendor should provide brief resumes of qualified staff. Vendor should provide a staff organizational chart. Vendor should list the key personnel who will be assigned to this project and the anticipated amount of work time for each.

Vendor should be required to provide a "point person" for the duration of the project. The "point person" can only be changed at the Owner's request and/or mutual agreement between the Owner and Vendor.

# Section III: Oral Interview (20 points) (only short listed Vendors will be interviewed)

Vendor shall submit to an in person, oral interview. The Agency will develop questions based on a review of written submissions by the Vendor, contacts with references, and/or other public record information.

#### 4.1.4 Evaluation criteria:

The following are the factors and point values:

- A. Understanding project and time line (Section I):30 points
- B. Vendor experience and references;

Quality of staff assigned (Section II):

50points.

C. Oral interview (Section III):

20 points

TOTAL:

100 Points

**END OF EOI** 

RFQ No. DCH08118
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# STATE OF WEST VIRGINIA Purchasing Division

# PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate

#### **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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

LICENSING: Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she 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. Vendors should visit **www.state.wv.us/admin/purchase/privacy** for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: PAUL D, MARSHALL ARCHITECTS AND ENGINEERS, INC.

Authorized Signature: GleBunt Spealing CEG, Date: 4-9-2008

Purchasing Affidavit (Revised 06/15/07)



attn: Ms. Shelly Murray West Virginia Purchasing Division for the Division of Culture and History Cultural Center 1900 Kanawha Boulevard, East Charleston, WestVirginia 25305-0300

**EXPRESSION OF INTEREST** 

April 9, 2008
Four pages, plus attachments

Phone: (304) 343-5310

FOR: RFQ number DCH08118, due 4-10-2008 before 1:30 pm LST
This document, and attachments, are attached to State of West Virginia Request for Quotation form provided, and signed as required.

ARCHITECTURAL AND ENGINEERING DESIGN SERVICES TO ASSESS THE HVAC PLANT AT THE WEST VIRGINIA INDEPENDENCE HALL, LOCATED IN WHEELING, WEST VIRGINIA

SECTION I: UNDERSTANDING OF THE PROJECT OBJECTIVES AND TIME LINE

We understand that the objective of this work is to investigate the existing physical plant at West Virginia Independence Hall, which must include the HVAC equipment and supply systems, and assess existing components for servicability and remaining service life, then design a system, either a complete new system or selective new replacement of portions of the system, to achieve a stabile museum grade environment, including air filtration, monitoring, humidification, and de-humidification, cost, energy efficiency, and ease of maintenance. Our firm performed the Historic Structure Report for the facility in 1986, which we have re-reviewed before submitting this response.

The time-line requested, based on the stated date of March, 2009, is challenging, considering our experience with state agencies' review processes and purchasing time-line requirements. We have described, as accurately as possible, our best estimate of the exact calendar days necessary to complete the work, with the expected full cooperation of the agencies involved. Additionally, we have suggested some expediting which would allow the construction to be completed by the March, 2009 date required in the request for expression of interest.

ANTICIPATED TIME LINE FOLLOWS ON THE NEXT SHEET:

# ANTICIPATED TIME LINE THROUGH MARCH, 2009:

Estimated other agencies review time, for State

Expression of Interest due, submitted to WV State Purchasing Division by (opening date)April 10, 2008
Estimated turnover time of expressions received to Division of Culture and History (same day)April 10, 2008
Estimated evaluation time, including interagency correspondence, meeting scheduling, checking representations and references
Estimated time for notifications to selected short-listed firms for oral interviews7 calendar days, or May 19, 2008
Estimated time for completion of oral interviews, selection, and notification of successful design firm
Estimated time for issue of a purchase order for the design contract
Upon receipt of a purchase order for the work, our scheduling and beginning on-site inspection, investigation, and research of the existing HVAC and Mechanical (and electrical) systems, along with the facility in general, by our teamwithin 3 calendar days, or June 27, 2008
Completion of on-site inspection, research, documentation, preparation of the required assessment of the existing system and recommended repair, replacement, or alternative new systems, as required to provide the stabile museum grade environments and environmental monitoring, including: indoor air quality, cost effectiveness and budget constraints, energy efficiency, and ease of maintenance, all as requested by the Owner. Because of the inclusion of the term "in general" listed in the request, regarding condition of the facility, we will utilize Paul D. Marshall, AIA architect, who performed the Historic Structure Report for this same facility in 1986, to reexamine the building in general and provide an updated assessment
Estimated review period by Division of Culture and History and site management personnel, necessary for approval to proceed to the design stagewithin 7 calendar days, or August 4, 2008

Historic Preservation Office, WV StateFire Marshall, some reviews which can be accomplished concurrentlywithin 14 calendar days, or August 18, 2008	}
Create bid Specifications and Prints for constructionwithin 31 calendar days, or September 18, 200	8
Agency review, at least two (2) reviewswithin 15 calendar days, or October 3, 2008	3
Review of bid documents by State Fire Marshall's officewithin 7 calendar days, or October 10, 2008	ı
Submittal of bid documents to Agency Purchasing Officer, assistance during bidding period, including prebid meeting(s) and responding to requests for information by State Purchasing Divisionwithin 15 calendar days, or October 25, 2008	
Estimated calendar time for selection of successful bidder, issuance of intent to award, and notice to proceed in the form of a state purchase order for the construction contractwithin 30 calendar days, or November 24, 2008	
Estimated mobilization time by contractor, includes equipment submittals, ordering lead times and general conditionswithin 60 calendar days, or January 23, 2009	I
Installation and construction substantially completewithin 90 calendar days, or April 23, 2009	}
Allowed time for probable change orders to correct uncovered concealed problems during construction	
Project closeout paperwork and final payments to contractorwithin 30 calendar days, or June 22, 2009	}
Our suggested project acceleration items to expedite completion of construction close to the March 30, 2009 end of timeline request from request for EOI:	эr
Reduce mobilization/ submittal of shop drawings/ ordering lead time period from 60 days from notice to proceed to 30 days by waiving submittal of shop drawings for equipment supplied exactly as specifieddeduct 30 calendar days, to May 23, 2009	
Reduce construction period from 90 days to 60 days, which will increase the project	

construction cost......deduct 30 calendar days, to April 23, 2009

Accelerated selection of successful bidder and issuance of expedited purchase order......deduct 15 calendar days, to April 8, 2009

Accelerate Agency evaluation time for Expressions of Interest from estimated 32 days to 14 days......deduct 18 calendar days, to March 21, 2008

(END OF ANTICIPATED TIME LINE)

SECTION II: VENDOR'S EXPERIENCE/QUALIFICATIONS; QUALITY OF STAFF ASSIGNED TO THE PROJECT

We have enclosed brief resumes' of staff which will be assigned directly to this project, including our architect, David M. Marshall, our mechanical engineer, Michael Ramsey, and others, all seasoned professionals with experience both in the historical restoration and correction, and also experience working within the WV State Government facilities environments.

A partial list of "Historic Surveys and Archaeological Reports & Historic Restoration Design" is enclosed in the Section II attachments, containing projects requiring review and/or coordination with WV State Historic preservation Office (SHPO) and the US Department of the Interior. The partial list contains five pages of representative projects of a total of 400-plus historical projects completed by this firm since1972.

Please see "Section II Attachments"

SECTION III: ORAL INTERVIEW (ONLY FOR SHORT LISTED VENDORS)

If selected for interview, our professional staff will appear for interview, and answer questions about our performance and capabilities, contacts, references, and other public record information. In addition to this required format, our professionals can be expected to be open and candid about their considerable experience regarding corrective work for historical structures, particularly those historical structures owned and operated by state agencies. Realizing that only one firm can be selected for this work, the oral interview may be the only opportunity for some of the review committee to meet and speak with our experienced professionals. Whether or not our firm is selected for this work, our reputation does no good unless our firm is known to exist, and to be available for this type of work.

Sincerely,

Kyle Brent Spradling, Chief Executive Officer Paul D. Marshall Architects and Engineers, Inc.

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attachments



#### **SECTION II: ATTACHMENTS:**

COMPANY OVERVIEW PAUL D. MARSHALL ARCHITECTS AND ENGINEERS, INC.

PAUL D. MARSHALL, AIA - PROFESSIONAL PROFILE

MICHAEL A. RAMSEY, PE - PROFESSIONAL PROFILE

DAVID M. MARSHALL, AIA - PROFESSIONAL PROFILE

KYLE BRENT SPRADLING - PROFESSIONAL PROFILE

JOHN L. OAKS - PROFESSIONAL PROFILE

REPRESENTATIVE PROJECTS WITH CONTACT PERSONS:

WEST VIRGINIA SUPREME COURT
WEST VIRGINIA STATE CAPITOL ACCESSIBLE
ENTRANCES
WEST VIRGINIA GOVERNOR'S MANSION
SUNRISE MANSION

PARTIAL LIST OF HISTORICAL SURVEYS,
ARCHAEOLOGICAL REPORTS, AND HISTORIC
RESTORATION DESIGN
PAUL D. MARSHALL ARCHITESTS AND ENGINEERS



## Paul D. Marshall Architects & Engineers, Inc.

Mr. Paul D. Marshall AIA, founded the firm Paul D. Marshall & Associates, in 1972. For thirty-two years, the firm has enjoyed a celebrated history leading up to the retirement of Mr. Marshall in 2003 and the subsequent sale of the firm in the same year. The firm was restructured and renamed Paul D. Marshall Architects & Engineers, Inc. Mr. Marshall serves as President Emeritus of the firm and assumes an active and vital role as a consultant on many of the firm's projects.

Paul D. Marshall Architects & Engineers, Inc., remains a leading regional architectural firm, specializing in the same market sectors to which the original firm gained its credibility and recognition. These markets include, but are not limited to: Premier primary and resort residences, commercial design, adaptive re-use of existing buildings & properties and historic restoration, preservation and renovation projects.

Paul D. Marshall Architects & Engineers, Inc., employs a knowledgeable staff of degreed professionals with a credible record of notable accomplishments. Since the firm's inception in 1972, the firm has completed over 600 projects ranging in complexity from simple residential additions, to multi-million dollar private and commercial ventures. These market sectors include:

Commercial developers & property owners Residential developers & property owners Local & national corporations Non-profit organizations Local & national retail businesses Colleges & Universities City, county, state & federal agencies Religious establishments

#### **Our Mission**

Paul D. Marshall Architects & Engineers, Inc., is committed to providing its clients with unsurpassed personal service and an array of essential architectural, engineering and consultative services that meet and exceed the client's expectations. These areas of focus include:

Site Planning
Land use planning
Interior space planning
Architectural design services
Engineering services

Historic preservation, restoration & renovation Historic tax credit evaluations Historic register nominations Cultural resource management Code compliance

Phone: (304) 343-5310





PAUL D. MARSHALL, AIA
President Emeritus
Paul D. Marshall, Architects and Engineers

Doctor of Arts in Historic Preservation, conferred by Davis & Elkins College, Elkins, WV, May 1995
Registered Architect, West Virginia, #919, 1970
Registered Architect, Ohio, #8097, 1986
Council Certification #20970, National Council of Architectural Registration Boards, 1978

Paul D. Marshall, AIA, founder and President Emeritus of Paul D. Marshall, Architects and Engineers has earned a reputation as one of West Virginia's leading historical architects. His drafting and design skills are renowned in his home state, where he has restored and helped to preserve numerous historic properties for decades. Since retiring from his role as President in 1999, today as President Emeritus he still actively participates in and serves as a consultant for PDM Associates' projects.

Mr. Marshall founded his independent practice in 1972 as Paul D. Marshall, Architect in Charleston, West Virginia. By 1977, that practice had grown to become an incorporated architectural services corporation known as Paul D. Marshall & Associates, Inc.

Before establishing his own practice, Mr. Marshall worked from 1965 to 1972 as a draftsman, designer, and architect at Zando, Martin and Milstead, Inc., also in Charleston. From 1959 to 1965, he served as a part-time draftsman and designer for the same firm. Before that assignment, he was employed from 1957 to 1959 as a part-time draftsman at Martens & Son Architects in Charleston.

Mr. Marshall is a member of the American Institute of Architects (AIA), the AIA National Regional and Urban Design Committee, and the AIA National Committee on Historic Resources. For this last committee he served as Preservation Coordinator for West Virginia. His other affiliations include the West Virginia Society of Architects (WVSA) and the West Virginia Board of Architects (1988 member). In 1979, he served on the WVSA's Board of Directors.

Mr. Marshall was President of the Kanawha Valley Historical & Preservation Society—West Virginia's largest such society—from 1982 to 1984. Since 1984, he has served as Chairman of the Charleston Historic District Review Board. He is a member of the Blennerhassett Historical Park Commission and from 1981 to 1984 was among the Board of Directors of the Preservation Alliance of West Virginia. He is a past Vice President of the West Virginia Historical Society.

His many projects include:

- Historical survey of Fort Scammon Civil War Historical Site, Fort Hill, Charleston, WV.
- Archaeological investigation of powder magazine, artillery platforms and infantry trench at Fort Scammon Civil War Historical Site, Fort Hill, Charleston, WV.
- Design of eighteenth-century interiors for Blennerhassett Mansion, a reconstructed mansion on Blennerhassett Island, Wood County, Parkersburg, WV, for the Historic Blennerhassett Foundation.

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#### PROFESSIONAL PROFILE

- Historic structure report for West Virginia Independence Hall's Wheeling Custom House (1859), the birthplace of the state of West Virginia, in Wheeling, WV.
- Stabilization of historic Kaymoor mining site in the New River Gorge National River for the National Park Service, Fayette County, WV.
- Historical and architectural survey of six square blocks in northern Wheeling, WV. Project included 122 buildings and a successful nomination of the district to the National Register of Historic Places.
- West Virginia Capitol Building, Charleston, WV. Architectural inspection services for the gilding of the dome.
- Sites Homestead, Seneca Rocks, WV. Stabilization and restoration of an historic, mid-nineteenth-century farm house for the National Forest Service.
- Philippi Covered Bridge (1852), Philippi, WV. Restoration of historic covered bridge to its appearance when the first land battle of the Civil War occurred there on June 3, 1861.
- Historical and architectural survey of buildings along U.S. Route 52 between Huntington and Williamson, WV to determine mitigation process on highway right-of-way alternatives.
- National Cemetery in Grafton, WV. Conditions survey with recommendations for restoration of buildings and walls. Cemetery established in 1867 and stone walls built in 1876.
- Historical and architectural survey of properties on Merritt's Creek in Cabell County, WV for various proposed new highway alignments to determine mitigation process for Department of Highways.
- Sunrise, Charleston, WV. A circa 1905 mansion, the former home to Governor MacCorkle, it has been restored and re-used as a law office.
- The Governor's Mansion, State Capitol Complex, Charleston, WV. A renovation and restoration of West Virginia's state residence involving all new infrastructure, interior renovations and restorations, new slate roofing, etc.
- Phase I restoration and adaptive use of Graceland mansion, former home of Senator Henry G.
   Davis, built 1891-94 in Elkins, West Virginia, for Davis and Elkins College, Elkins, WV.
- Cultural resource study of the New River Gorge National River, WV for the National Park Service, U.S. Department of the Interior. Resulting data were used to develop a general management plan and associated documents. Project consisted of three components: history, archaeology (prehistory), and historical architecture and community.
- Historical and architectural survey of Downtown Charleston to be used as a guide for the renaissance of downtown Charleston.
- Phase I of an historical and architectural survey of Putnam County, WV.
- Level I archaeological survey of the site of a sewage-treatment plant belonging to the City of Buckhannon, WV.
- Consulting services for an historical and architectural survey of Kanawha County, WV.
- Phase II of historical and architectural survey of buildings and sites in Putnam County, WV to
  identify sites that may be eligible for the National Register of Historic Places. The County also
  used the study as a planning tool.
- Architectural and historical consulting for streetscape renovation of downtown Charleston,
   WV.
- Restoration recommendations and building survey of Ruffner Log Cabin for the Charleston chapter of the Colonial Dames.
- Phase III restoration and renovation of Glenwood Mansion, circa 1852, in Charleston, WV for the College of Graduate Studies Foundation.



# MICHAEL A. RAMSEY, P.E. Corporate Director

Registered Engineer, West Virginia # 8139, 1979 B.A.S. Architectural Engineering Technology, 1971, Bluefield State College A.S. Architectural Engineering Technology, 1969, Bluefield State College

Michael Ramsey was an original charter member of the incorporation of the Appalachian Design Group, Inc., in 1984, and left after four years to pursue a career with other firms. Returning to the group in 2002, as a corporate director, and to design mechanical/electrical systems for ongoing projects. Michael now serves as a director for the combined corporate structure of Paul D. Marshall Architects and Engineers, Inc., which now includes former Appalachian Design Group, Inc. personnel.

Michael has 35 years of design experience in many types of mechanical and electrical projects, including educational, industrial, health care, and commercial facilities.

Past projects which Michael Ramsey provided engineering design for Appalachian Design Group, Inc., and PDM Architects and Engineers are:

Praise Tabernacle, Church of God, in Culloden, WV
Allied Health and Technology Building, Southern WV Community and Technical College,
Logan, WV
Point Pleasant Museum, Point Pleasant, WV
Cabin Creek Quiltters' Heating Cooling Design, Malden, WV
Graceland Mansion Historical Renovation, Elkins, WV
Robert C. Byrd Conference Center, Elkins, WV
Potomac State College Residence Halls New Heating and Air Conditioning, Keyser, WV
Saint George Church Restoration and Addition, Charleston, WV





DAVID M. MARSHALL, AIA
President, Principal Architect
Paul D. Marshall, Architects and Engineers Inc.

B.S., Construction Management, West Virginia State College, 1975 Registered Architect, West Virginia, #2377, 1989

David M. Marshall, AIA, served in several key positions at PDM Associates, Inc. since joining the firm in 1987. Since December 1998, he served as President and Project Architect, serving as Lead Architect on PDM Associates' projects and manages the day-to-day operations of the company.

Mr. Marshall first joined PDM Associates in 1979. His initial responsibilities included design, design development, working drawings, cartography, and contract administration for the firm's projects. In 1982, he was appointed by the Mayor of Charleston, West Virginia to serve as Building Commissioner for the City. As such, he supervised major commercial developments such as the Charleston Town Center, Laidley Tower, United Bank Center, and major residential developments. He also fulfilled the duties of office manager, building inspection coordinator, and administrative consultant.

After his tenure with the City ended, Mr. Marshall rejoined PDM Associates in 1987 and resumed his responsibilities of design, design development, cartography, working drawings, contract administration. He has remained with the firm ever since.

Mr. Marshall is a member of the American Institute of Architects, Building Officials and Code Administrators International (BOCA), the American Institute of Architects Historic Resources Committee, the Kanawha Valley Historical Society, the East-End Historic District Review Board, and the West Virginia State Capitol Building Commission. He serves as Architectural Advisor of the Charleston Urban Renewal Authority's Village District Review Board.

His project experience includes:

- West Virginia Southern Community and Technical College, Allied Health and Technology Center, Logan, WV. A five-story lab and classroom building scheduled for construction in 2005.
- Capitol Market, Smith St., Charleston, WV. A circa 1915 railroad depot adapt ably re-used and restored for use as a farmer's market facility for the WV Department of Agriculture.
- Shoenbaum Family Enrichment Center, Charleston, WV. A circa 1940 heavy equipment sales and service facility in the art deco style adapt ably re-used as a human services facility.
- Restoration and adaptive use of the Arthurdale Community Center in Arthurdale, WV.

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#### **PROFESSIONAL PROFILE**

- Marlinton Opera House (1902), Marlinton, WV. Restoration of concrete and wood opera house for the Pocohontas County Historical Society.
- Design of a new South Plaza for the West Virginia State Capitol Building in Charleston, WV
  as originally conceived by master architect Cass Gilbert.
- Feasibility study of adaptive use of Sunrise Mansion, the historic home of former Governor William MacCorkle, in Charleston, WV.
- Restoration and adaptation of Capitol Farmer's Market, early-twentieth-century railway
  freight depot, for use as an indoor specialty market on behalf of the City of Charleston, WV.
  The project also entailed the conversion of the railroad yard into an outdoor farmer's market
  with customer parking.
- Putnam/Hauser House, Blennerhassett Island State Park, WV. Relocation of eighteenthcentury, original homestead of the Putnam family to Blennerhassett Island, where it has been preserved as an interpretive historic site.
- McFarland/Hubbard House, Charleston, WV. Consulting services—including production of measured drawings—for adaptive-use feasibility study of historic 1834 house.
- Charleston Municipal Auditorium, Charleston, WV. National Register of Historic Places nomination for 1939, art-deco performing hall for Kanawha Valley Historical & Preservation Society.
- West Virginia Governor's Mansion, Charleston, WV. Design of retrofit railing for 1928 governor's mansion originally designed by architect Walter F. Martens.

#### PROFESSIONAL PROFILE



# MR. KYLE BRENT SPRADLING Chief Executive Officer

University of Charleston, BA Fine Arts, Military Training at The University of Illinois, Champagne-Urbana, in Meteorology.

Mr. Spradling has 35 years of experience in design and construction coordination.

Began work experience with US Air Force as a military weather observer, resources research for Pond Fork Oil and Gas Co., then later as project coordination for Irving Bowman and Associates/ Walter Gropius with WV State Park development.

Project coordination for WV State and Federal projects for Appalachian Engineers, Inc. including WV State Capitol renovations for air conditioning, electrical and communications upgrading, and structural corrections to the Dome area. Later work for A/E Associates, Inc. included US Post Offices renovation projects, assistance with emergency infrastructure construction after the Buffalo Creek disaster, and adaptive uses for strip mine reclamation, which included the basics for the original strip mining permit resulting in creation of the Logan, WV Airport.

An original founder of the Appalachian Design Group, Inc., in March of 1984, coordinating correctional and developmental work for State owned facilities, historical landmarks, colleges and universities.

Mr. Spradling became Chief Executive Officer of Paul D. Marshall Architects and Engineers. Inc. upon the combination of resources with Appalachian Design Group, Inc., in January of 2007. He continues to provide training and consulting services for fringe technologies which are important to our completion of special projects such as: Archival Research, Solid State Lighting, Communications and Data Distribution, High Definition Aerial Imaging & Reconnaissance, and coordination of special needs requests from our clients.

#### Representative Projects:

(Projects marked "\*" were performed as design consultants to Paul D. Marshall Architects and Engineers, Inc.)

- \* Carriage House Historical Adaptive Restoration, Fairmont, WV Air conditioning, heating, and electrical upgrade and restoration of an historic structure to be utilized as a community center.
- \* Master Plan for Charleston, WV Downtown Renaissance Design of period street lighting, power distribution, and utilities relocations. In addition to the original Downtown Renaissance, provided the same infrastructure services for several later phases of the "Streetscape" improvements for Charleston, including the section from the State Capitol, down Washington Street.

Potomac State College of WVU, Keyser, WV - Corrective design and retrofit of campus lighting system. This project was a rescue of a failed owner-designed and bid installation.

Town of Keyser, WV, Town of Buckhannon, WV, and Town of Marlinton, WV - Streetscape lighting, lighting power systems, and utilities relocations for the local Mainstreet programs.

Reynolds Hall, Potomac State College, Keyser, WV - Air conditioning, heating, and electrical entrance retrofit for historical structure. Project included installation of new telecommunications and entertainment infrastructure.

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#### PROFESSIONAL PROFILE

- \* Putnam-Houser House Restoration, Blennerhassett Island, Parkersburg, WV Design of hidden air conditioning and heating systems for preservation of historical structure.
- \* Graceland Mansion Historical Adaptive Restoration, Elkins, WV Air conditioning, heating, electrical, communications and entertainment systems upgrade of an historical structure for use as a full service hotel and restaurant.
- \* Robert C. Byrd Conference Center, Elkins, WV Complete remodeling of an unused residence hall to modern hospitality standards, including addition of conference rooms, adjacent to the historic Graceland Mansion.

WVU, Design of Concealed Multi-Campus Student TV Cable Entertainment System, Morgantown, WV - Design and field supervision of installation of a totally concealed TV cable system serving residence halls, and other selected university buildings on both Downtown and Evansdale campuses. Project includes a concealed earth station, laser-driven fiber optic distribution to buildings on both campuses, and includes 74 basic channels plus 12 premium movie channels for student resident use. Nearly half of the buildings receiving the installation on the Downtown Morgantown Campus are of historical status. System installation contained spare capacity for HDTV, data distribution, telecommunication, and surveillance capabilities.

WVU Byrd Collection Area Colson Hall, Morgantown, WV - investigation and correction for moisture problems destroying the collection, included corrective design and supervised fabrication and installation of corrections by Owner's employees. This was a sensitive project, both in terms of the historical status of Colson Hall, and the historical content of the area.

WVU Silo instability and boiler house corrective modifications, Downtown Morgantown Campus, WV

Pinecrest State Hospital, New Campus High Voltage Distribution, Beckley, WV - Phased replacement of antiquated high voltage campus distribution with a new system serving buildings, with new installations of unit substation transformers and entrances for each building on a phased and budgeted basis.

\* St George Greek Orthodox Church Sanctuary Expansion, Charleston, WV - Design of hidden air conditioning and heating to exceed quiet recording studio sound requirements for an exquisite restoration of an historic sanctuary. This project included electrical service upgrading, along with additions to other parts of the church complex.

WVU Institute of Technology Campus Wide Telecommunications System, Montgomery, WV - Complete new installation of a telecommunications system in all campus buildings. This investigative and resulting construction project was entirely financed with savings in service costs, with a large ongoing resultant net savings to the institution. This project was financed through leased construction.

WV higher Education Policy Commission, Charleston, WV - On site assistance at Glenville State College for quality control for campus-wide physical plant inventory.

West Virginia State University, Institute, WV - Provided quick response aerial photography for campus and surrounding area mapping program for use in master planning and expansion of the University





# JOHN L. OAKS Corporate Director Architectural Technician

Associate Degree, Drafting and Design Engineering Technology, West Virginia University Institute of Technology, 1997

John Oaks is Paul D. Marshall Architects & Engineers' expert computer draftsman. He is proficient in state-of-the-art, threedimensional rendering, graphic design, and presentation design. He is

responsible for total project production for Paul D. Marshall Architects & Engineers, an architectural firm specializing in historic restoration and renovation, as well as adaptive re-use of existing structures.

Mr. Oaks joined Paul D. Marshall Architects & Engineers in 1997. Before joining the architectural firm, he worked as a tutor at West Virginia University Institute of Technology in Montgomery, West Virginia, where he earned his Associate's Degree in drafting and design-engineering technology. Before enrolling at WVU Tech, he was employed as a carpenter.

His project experience at PDM Associates includes the following:

- West Virginia Southern Community and Technical College, allied health and technology center, Logan, WV. A five-story lab and classroom building scheduled for construction in 2005.
- A New Residential Community for Roaring River Development. Amenities to include community design guidelines, grand lodge with indoor/outdoor pool, base camp, entrance gates, mail pavilions, observation platforms, and new residences.
- A New Residence for the Greenbrier Sporting Club. Design and site development at the Summit Village community for the Allegheny Group.
- Capitol Market, Smith St., Charleston, WV. A circa 1915 railroad depot adapt ably re-used and restored for use as a farmer's market facility for the WV Department of Agriculture.
- Shoenbaum Family Enrichment Center, Charleston, WV. A circa 1940 heavy equipment sales and service facility in the art deco style adapt ably re-used as a human services facility.
- Sunrise, Charleston, WV. A circa 1905 mansion, the former home to Governor MacCorkle, it has been restored and re-used as a law office.
- The Governor's Mansion, State Capitol Complex, Charleston, WV. A renovation and restoration of West Virginia's state residence involving all new infrastructure, interior renovations and restorations, new slate roofing, etc.
- The Arcade, Charleston, WV. For McCabe-Henley developers, an in-depth historical survey and physical documentation of two-story, nineteenth-century, glass-roofed arcade building in downtown Charleston.
- The Kanawha Hotel, Charleston, WV. For McCabe-Henley developers, a historical survey and existing conditions report of an early twentieth-century downtown hotel building.

# Rlm

#### PROFESSIONAL PROFILE

- Putnam/Hauser House, Blennerhassett Island State Park, WV. Relocation of eighteenthcentury, original homestead of the Putnam family to Blennerhassett Island, where it has been preserved as an interpretive historic site.
- Ironton Catholic Churches, Ironton, OH. Consulting services for facade restoration of two early-twentieth-century churches and a high school building, with a restoration plan report.
- Thomas Jefferson, Jr. High School (original Charleston High School), Charleston, WV. Renovation and adaptive use of 1920s high school building for apartments and condominiums.
- Hughes River Presbyterian Church, Cairo, WV. Consulting for repairs to floor structure of 1870s wood church building
- McCrory's Building, Charleston, WV. Restoration and adaptive use of 1920s, terra-cotta façade in downtown Charleston.
- McFarland/Hubbard House, Charleston, WV. Consulting services—including production of measured drawings—for adaptive-use feasibility study of historic 1834 house.
- McFarland/Hubbard House, Charleston, WV. Stabilization and restoration of 1834 house for West Virginia Humanities Council.
- Coyle & Richardson Building, Charleston, WV. Comprehensive restoration and renovation
  of 1907 Coyle and Richardson dry goods store and offices built in the classical-formalism
  style. Facilities now serve as the corporate offices of AMFM Corporation.
- Charleston Municipal Auditorium, Charleston, WV. National Register of Historic Places nomination for 1939, art-deco performing hall for Kanawha Valley Historical & Preservation Society.
- West Virginia Governor's Mansion, Charleston, WV. Design of retrofit railing for 1928 governor's mansion originally designed by architect Walter F. Martens.
- Ort Building, Charleston, WV. National Register of Historic Places nomination for 1898 brick commercial building to become offices for PDM Associates.
- Maple Terrace, Charleston, WV. Renovation and restoration of 12 early-twentieth-century townhouses and an apartment building to serve as single-family residences.
- L&S Building, Charleston, WV. Restoration of façade of 1903, Italianate-style Loenstein Hardware Building to house the law offices of Flagherty, Sensibaugh & Bonasso.
- Scott Brothers Drug Store, Charleston, WV. Restoration and renovation of 1896 Victorian building to house the law firm of Bailey and Glasser.



# West Virginia Supreme Court

Project Name:

West Virginia Supreme Court Renovations

Project Location:

West Virginia State Capitol, Charleston, West Virginia

Project Description:

Restoration of existing courtroom seating and judges chairs. Upgrading of lighting in court conference room, main corridor and select judges chambers. Upgrade of main security door to judges chambers.

Construction Cost:

Approximately 1.3 million dollars.

Services Provided:

Architectural Design & Electrical Design.

Project Owner:

State of West Virginia

Contact:

Supreme Court Rory Perry, Clerk Building 1, Room E-100 State Capitol Complex Charleston, WV 25305

Phone: (304) 343-5310

(304) 342-4300

Fax:

Phone: 558-2601

Date of Completion:

This project was completed in 2008.



# West Virginia State Capitol Accessible Entrances

Project Name:

East & West Wings Accessible Entrances

Project Location:

West Virginia State Capitol, Charleston, West Virginia

Project Description:

These entrances were designed to be sensitive to the original

architectural character of the Capitol building while providing

ADA approved access for the public.

Construction Cost:

Approximately 1.3 million dollars.

Services Provided:

Architectural Design & Structural Engineering.

Project Owner:

State of West Virginia

Contact:

General Services

David Oliverio, Director

Building 1

State Capitol Complex Charleston, WV 25305 Phone: 558-2317

Phone: (304) 343-5310

(304) 342-4300

Fax:

Date of Completion:

This project was completed in 2007.



# West Virginia Governor's Mansion

Project Name:

Restoration and Renovations for the WV Governor's Mansion

Project Location:

Building 8, WV State Capitol Complex

Project Description:

Designed the complete restoration and renovation including all new infrastructures throughout. This included renovation of the third floor unfinished space into usable living areas. The Mansion is on the National Register of Historic Places so the historic character was maintained throughout the construction. The final phase is being completed which includes the main kitchen renovation and the renovations to the State Police barracks located in the old servants

quarters above the garage.

Construction Cost:

Approximately 3.8 million dollars.

Services Provided:

Architectural Design, Structural Engineering, Mechanical Engineering

and Electrical Engineering.

Project Size:

21,200 square feet

Project Owner:

State of West Virginia

Contact:

David Oliverio General Services 304-558-2317

Governor's Mansion

304-558-3588

Date of Completion:

This project is currently 95% complete. The projected total completion

Phone: (304) 343-5310

(304) 342-4300

Fax:

is May 15, 2008.



# **Sunrise Mansion**

Project Name:

Restoration and Renovations for Sunrise Mansion

Project Location:

Charleston, WV

Project Description:

Designed the complete restoration and renovation including all new infrastructures throughout. The Mansion is on the National Register of Historic Places so the historic character was maintained throughout the

construction.

Construction Cost:

Approximately 2.3 million dollars.

Services Provided:

Architectural Design, Structural Engineering, Mechanical Engineering

Phone: (304) 343-5310

(304) 342-4300

and Electrical Engineering.

Project Size:

15,000 square feet

Project Owner:

Farmer, Cline & Arnold LLC

Contact:

Steve Farmer, Partner 746 Myrtle Road

Charleston, WV 25314

Phone: 346-5990

Date of Completion:

This project was completed in 2005.



# Glenwood Mansion

Project Name:

Glenwood Mansion Historic Structures Report

Project Location:

Charleston, West Virginia

Project Description:

Restoration of exterior of the 1830 mansion and quarters building.

Includes masonry and wood restoration.

Construction Cost:

Approximately \$210,000.00

Services Provided:

Architectural Design

Project Owner:

Historical Glenwood Foundation

Contact:

Dr. Kemp Winfree, Director

Historical Glenwood Foundation

Phone: (304) 343-5310

(304) 342-4300

Fax:

800 Garden Street Charleston, WV 25302 Phone: 746-1992

Date of Completion:

This project was completed in 2008.

# <u>Historic Surveys and Archaeological Reports</u> & Historic Restoration Design

Since 1972 Paul D. Marshall Architects and Engineers has been commissioned for over 400 historically sensitive projects. Most of these projects have been restorations, renovations or adaptive reuse projects of historically significant buildings all over West Virginia.

The following is a partial listing of studies and master plans involving some of the more significant sites in West Virginia. Most of these studies resulted in restoration to buildings and towns

All of the studies and reports required extensive research into the wealth of resources available at the West Virginia State Archives, Virginia Archives, West Virginia University, Marshall University, private archives and collections, and the Library of Congress. The three volume cultural and archaeological study of the Historic New River Gorge is housed in the Library of Congress and was used as the basis for the establishment of the New River Gorge National River Area.

# **Autherdale, WV Historic Survey**

1990

Survey history of the town of Authurdale, WV. Established as a planned community for agricultural development in 1933 by First Lady Eleanor Roosevelt.

# Blennerhassett Island Historic State Park Master Plan

1991

Historical and archaeological evaluations of this late eighteenth century estate were used to help plan a vision for a State Park.

## **Bull Town, WV Historic Survey**

1983

# Cass Scenic Railroad State Park Master Plan

1994

The plan involved evaluation of the restoration and interpretation of the historic town of Cass established in 1902 as a lumber center and paper milling area. Shea engines still scale the mountain switch-back track system as a tourist attraction. The old company store, camp houses and many of the town buildings were restored.

#### Charleston, WV Historic Downtown Survey and Master Plan

1979

Evaluated the building and parks in the main downtown commercial district of Charleston, WV. Including master plan recommendations for an arts center and streetscapes with façade restorations, all of which were eventually implemented.

#### Charleston, WV ADA Survey

1999

Evaluated accessibility of streets and sidewalks of Charleston downtown area.

City of Charleston, WV Streetscape Study	1985 – 86
Studied recommendations for façade restorations of historic buildings based on historic photos of Charleston.	
City of Charleston, WV Historic and Archaeological Survey	1983
Evaluated historical and Archaeological sites within the city limits.	
East Kanawha County Historic Survey	1984
Elkins, WV Historical and Archaeological Survey	1983
Fort Scammon Historic Survey, Charleston, WV	1985
Fort Scammon Archaeological Survey, Charleston, WV	1986
Fort Scammon was established in the early nineteenth century to protect the earl settlement of Charleston. The surveys involved mapping and archaeological dig of battlements and building foundation of the fort.	•
Friendship House Historic Structures Report, Washington, DC	1989
Evaluated this late eighteenth century house for restoration and adaptive reuse a a community outreach center.	s
Glenwood Mansion Restoration 19	99 & 2006
This c. 1830 mansion estate is one of the oldest intact homesteads in Charleston WV. The study was performed using the Historic American Buildings Survey (HABS) format.	,
Graceland Mansion Restoration	1998
c. 1896 this mansion estate was built as the summer home of senator Henry Gassaway Davis, is now used as an inn and conference center for Davis & Elkins College, Elkins, WV.	S
Grafton, WV Historic Cemetery Survey	1992
Recorded, documented and mapped markers, monuments and mausoleums in this cemetery originally established in the early 1800's.	S
Hinton WV Historical and Archaeological Survey	1982

Holly Grove Mansion, WV State Capitol Complex, Charleston, WV

1998

Performed an historic structures report and study on this c. 1815 structure originally used as an inn on the old Midland Trail  Helvetia, WV Historic Survey	1979
Originally settled in the late eighteenth century by Swiss and German immigrants	<b>š</b> .
Huntington, WV Historic Buildings Survey	1994
Jacksons Mill, WV Historic Area Survey	1987
Kanawha County, WV Historic Survey	1983
Kanawha County Courthouse Historic Structures Report	1978
Kanawha County Courthouse Restoration	1985 –87
Kanawha State Forest, WV Historic Survey and Restoration of CCC Cabins	1992
This c. 1920's and 1930's state park was established entirely as a CCC project.	
<u>Kaymoor Historic Coal Tipple Historic American Buildings Survey (HABS) and Stabilization</u>	1986
c. 1870's the last remaining intact Tipple in the New River George National Rive Area.	भ
Malden, WV Historic District Survey	1980
Mannington, WV Historic Round Barn Restoration	1994
Merrick Creek, WV Historic Survey	1993
Midland Trail (US Rt. 60), WV Historic and Archaeological Survey	1999
Old main settlers routes from eastern Virginia to the Midwest.	
Mineral Wells, WV Historic Survey	1994
Moorefield, WV Flood Relief Study	1986
A tragic flood in 1985 inundated the town. This study led to the restoration of most of the town's historic buildings and a new streetscape plan.	
Marshall University, Historic Old Main Survey, Huntington, WV	1990
Nathan Goff House, WV Historic Structure Report	1987
c. 1790's Nathan Goff was one of the first settlers to Western Virginia.	

This very comprehensive study of one of the nations oldest river areas involved architectural, cultural and archaeological studies of the entire gorge area. The study was used by the National Park Service to establish the New River Gorge Nation River Area.	
New River Parkway Study	1980
North House Museum Restoration, Lewisburg, WV	1990
North Wheeling, WV Historic Buildings Survey	1987
Old Stone House Historic Structures Report, Belle, WV	1981
Phillippi Bridge Restoration, Phillippi, WV	1989
c. 1852 this bridge area was the site of the first land battle of the civil war. A tragic fire almost destroyed the bridge in 1989 which led to its restoration. The original drawings and specifications by Lemuel Chenowith were used as a guide.	
Pratt, WV, Town Hall Historic Survey	1981
Pt. Pleasant, WV Monument Restoration and Park Survey, Point Park, WV	1990
Putnam County Historic Survey, WV	1983
Quarrier Log House Historic Structures Report	1979
Ruffner Log House Historic Structure Report	1984
The Quarrier and Ruffner log houses c. 1790's were the only two remaining settlers cabins in the Kanawha Valley (WV). Quarrier and Ruffner were instrumental in establishing the salt industry in Kanawha County.	
Salem, WV Historic District Survey	1999
Salem, WV Historic Designation to the National Register of Historic Sites	1980
Seneca Rocks State Park, WV Visitor's Center	1993
Architectural advisory capacity.	
Sites Homestead, Seneca Rocks State Park, WV	1983
Historic structures report, archaeological survey and restoration. Earliest remaining settler's cabin of the central WV region c. 1807.	
St. Albans, WV Historic Survey	1983

New River Gorge Cultural Resources Study

1989

Summers County Historic and Archaeological Survey	1983
WV Supreme Court Renovation, WV State Capitol	2005
Trans-Appalachian Pipeline Site Survey	1984
Evaluation of potential historic sites along the planned pipeline route.	
Wheeling Federal Building Historic Structures Report	1977
WV State Governor's Mansion Restoration	2006
c. 1923, the mansion was completely restored and renovated including all hist finishes and infrastructure.	toric
WV Independence Hall Historic Structures Report	1986
This was the site of the signing of West Virginia's Statehood Document in 18	363.
WV State Capitol ADA Entrances for the West and East Wings	1992 & 2005
These entrances were designed to be sensitive to the original architectural character of the Capitol building.	
WV State Capitol South Plaza	1995
Redesigned using Cass Gilbert's original design as a guide.	
WV State Capitol Plaza Steps Restoration	1992
WV State Parks Historic Cabins Survey	1991
Evaluated the condition of log cabins built by CCC workers in many of West Virginia's State Parks.	
WV State Museum Space Study, WV State Capitol Cultural Center	2000
WVU Historic Structures Report of the Original Health Sciences Center	1989