



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

Request for Quotation

RFQ NUMBER
COR61515

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
304-558-2544

*ATTN TO:
304-558-3970*

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

Paul D. Marshall Architects & Engineers
 PO Box 409
 Charleston, WV 25322

SHIP TO

ANTHONY CORRECTIONAL CENTER
 BOX N-1, HC 70
 ROUTE 92 (NEOLA)
 WHITE SULPHUR SPRINGS, WV
 24986 304-536-4151

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/14/2012				

BID OPENING DATE: 05/24/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEMNUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. TO MOVE THE BID OPENING FROM 05/17/2012 TO 05/24/2012. 3. PRE-BID SIGN IN SHEETS ATTACHED. 4. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
ADDENDUM NO. 1						
0001	1	JB		906-00-00-001		
ARCHITECT/ENGINEERING SERVICES, PROFESSIONAL						
***** THIS IS THE END OF RFQ COR61515 ***** TOTAL:						

RECEIVED
 2012 MAY 18 AM 10:04
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Lyke Bant Smalley</i>	304 343-5310	5-18-2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
CHIEF FINANCIAL OFFICER	800065213	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

EXHIBIT 10

REQUISITION NO.: *COR 61515*

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 *RECEIVED 5-17-2012 1:00 PM*

~~NO. 2
NO. 3
NO. 4
NO. 5~~

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY 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.

Gle Bant Spudis
.....
SIGNATURE

Pam D. Marshall Architects & Engineers, Inc.
.....
COMPANY

5-18-2012
.....
DATE



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 Department of Administration
 Purchasing Division
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TARA LYLE
304-558-2544

*709044920 304-342-0300

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D
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R

Paul D Marshall Architects & Engineers
 1339 Smith Street
 Charleston, WV 25301

S
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I
P
T
O

ANTHONY CORRECTIONAL CENTER
 BOX N-1, HC 70
 ROUTE 92 (NEOLA)
 WHITE SULPHUR SPRINGS, WV
 24986 304-536-4151

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/04/2012				

BID OPENING DATE: **05/17/2012** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		906-00-00-001		
<p>ARCHITECT/ENGINEERING SERVICES, PROFESSIONAL</p> <p>EXPRESSION OF INTEREST (EOI)</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING EXPRESSIONS OF INTEREST FOR PROFESSIONAL ARCHITECTURAL ENGINEERING DESIGN SERVICES TO CORRECT ISSUES OF WATER LEAKING INSIDE OF THE BUILDING AT THE ANTHONY CORRECTIONAL CENTER LOCATED IN WHITE SULPHUR SPRINGS, WV, PER THE ATTACHED BID REQUIREMENTS AND SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO TARA LYLE VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS EOI, VIA FAX AT 304-558-4115, OR VIA EMAIL AT TARA.L.LYLE@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/01/2012 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 04/24/2012 AT 10:00 AM AT THE ANTHONY CORRECTIONAL CENTER LOCATED IN WHITE SULPHUR SPRINGS, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY</p>						

RECEIVED

2012 MAY 17 PM 12:01

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>1/4/2012 Paul D Marshall</i>	TELEPHONE 304 343 5310	DATE 5-17-2012
TITLE CHIEF EXECUTIVE OFFICER	FEIN 800065213	ADDRESS CHANGES TO BE NOTED ABOVE

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PAUL D MARSHALL ARCHITECTS & E
~~305 WASHINGTON ST W~~
1339 SMITH STREET
CHARLESTON WV 25302
25301

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<p>REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE 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 TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Lyell Brent Spalding</i>	TELEPHONE 304 343 5310	DATE 5-17-2012
TITLE CHIEF EXECUTIVE OFFICER	FEIN 800065213	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----TL/32-----</p> <p>RFQ. NO.:-----COR61515-----</p> <p>BID OPENING DATE:-----05/17/2012-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tara Lyle</i>	TELEPHONE 304 343 5310	DATE 5-17-2012
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<p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>----- 304-720-9144 -----</i></p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): <i>----- DAVID M. MARSHALL, ARCHITECT -----</i></p>						
<p>***** THIS IS THE END OF RFQ COR61515 ***** TOTAL:</p>						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Lyle Brent Spalding</i>	TELEPHONE <i>304 343 5310</i>	DATE <i>5-17-2012</i>
TITLE <i>CHIEF EXECUTIVE OFFICER</i>	FEIN <i>800065213</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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Revised March 15, 2012

EXPRESSION OF INTEREST

Anthony Correctional Center, Roof Repairs Due To Consideration and Water Leaks Project,
COR61515

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 Division of Corrections, "Agency", from qualified firms 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 provide Architectural/Engineering Design because the Division of Corrections is reacting to a need for an architect/engineer to evaluate the existing building they occupy and design a solution to stop the water leaks and condensation inside the building. Anthony Correctional Center is located at Box N-1, HC 70, White Sulfur Springs, WV 24986, in Greenbrier County.

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:

Tara Lyle
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115

The firm, or anyone on the firm'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:

Firms participating in this process should complete and file a *Vendor Registration and Disclosure Statement* (Form WV-1) and remit the registration fee. Firm is not required to be a registered vendor in order to submit an EOI, but the **successful firm must register and pay the fee prior to the issuance of an actual contract.**

1.6 Oral Statements and Commitments:

Firm must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between firm'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 firm'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 Firms 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 response received after the bid opening time and date will be immediately disqualified in accordance with State law and the Legislative Rule 148-CSR-1. The response will be stamped as "Bid Received Late," maintained in the official file and posted online with the other responses.

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:	File 32/TL
Req#:	COR61515
Opening Date:	May 17, 2012
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 firm 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 firm 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 firms 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 firms 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, whichever is greater.

1.15.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a firm are the only exemption to public disclosure. The submission of any information to the State by a firm puts the risk of disclosure on the firm. 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	04/06/2012
Firm's Written Questions Submission Deadline	05/01/2012
Addendum Issued	TBD
Expressions of Interest Opening Date	05/17/2012
Estimated Date for Interviews	TBD

1.17 Mandatory Pre-bid Conference:

A mandatory pre-bid conference is scheduled for April 24, 2012 at 10:00 am at the Anthony Correctional Center.

Architectural/Engineering Firms interested in attending the mandatory pre-bid conference need to call and register with the following individual:

Name: Jason Walton
 Phone: 304-536-3911
 Email: Jason.J.Walton@wv.gov

1.18 Bond Requirements: N/A

1.19 Purchasing Affidavit:

West Virginia State Code §5A-3-10a (3) (d) requires that all firms 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 1409 Greenbrier Street, Charleston, WV 25311. The location of this project is at Anthony Correctional Center. The address of the is Box N-1, HC 70, White Sulphur Springs, WV 24986.

2.2 Background:

The West Virginia Division of Corrections is seeking the services of a qualified professional design firm to design and correct the issues of water leaking inside the building precast walls and stop the condensation between the bottom of the roof system and the top of the drop ceiling. The summary of the building structure is as follows:

The main building is constructed of precast concrete walls with both a rigid metal and rubber membrane roof systems in 1998. Since the Facility moved into the new building, there have been two main issues the Division of Correction would like to resolve. The main issues the DOC is requesting to resolve are: 1) Water leaks down the pre-cast concrete walls from the roof and has caused damages inside the building; 2) There is minimal amount insulation between the underside of the metal roof and the top of the drop ceiling inside the building. Because of this, there is a large temperature variance between the two areas inside the building. In turn when the temperatures change between the four seasons, there is a lot of condensation that forms in between the two areas. In previous years, the condensation has caused mold to grow in between the two layers. In one of the dorm housing units, the drop ceiling has had to be removed and the mold issue fixed. The Facility does not want this to happen again.

PART 3

PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

The chosen firm will proceed with the Design and Engineering services to correct the water leaking down the inside of the precast walls and stop the condensation in the main building located at Anthony Correctional Center.

3.2 Project Description:

3.2.1 Design and Engineering Services: Provide a complete, 100%, package that includes all required Drawings and Specifications ready for construction bidding by the West Virginia Purchasing Division. During the design phase, the following must be considered:

3.2.1.1 The building is composed of four sides with a courtyard area in the middle. The precast walls are higher than the metal and rubber membrane type roofing systems. The heights of the precast walls are higher in some areas than others. Which in turn means the height of the metal and rubber membrane type roofing systems also varies.

3.2.1.2 The building has a security camera system with includes but is not limited to conduit, supports, and cameras mounted on the top and sides of the precast walls.

3.2.1.3 The building has a lightning protection system which includes but is not limited to the wires, supports, antennas, thru roof penetrations, and connections to various other things on both the metal and rubber membrane type roofing systems.

3.2.1.3 The building has multiple fan units, vent pipes, and roof access panels. Each of the previous stated items have roof curbs on both the metal and rubber membrane type roofing systems.

3.2.1.4 The building rubber membrane type roofing system is flat and has roof drains in various areas.

3.2.1.5 The building metal type roofing system was installed at an angle so that the water drains into a gutter drain system.

The contract for the design and engineering services with the qualified professional design firm will end once the design, engineering, administrative and contract oversight services has been completed through the West Virginia Purchasing Division.

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 firm agrees to be bound by all the terms contained in Section Three (3) of this EOI.

3.4.1 *Conflict of Interest:*

Firm 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 firm further covenants that in the performance of the contract, the firm 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:*

Firm warrants that it has not employed any company or person other than a bona fide employee working solely for the firm 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:*

Firm 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 firm shall complete and submit a disclosure form to report the lobbying.

Firm 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 firm 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 firm as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Firm shall be responsible for selecting, supervising and compensating all individuals employed pursuant to the terms of this EOI and resulting contract. Neither the firm nor any employees or contractors of the firm shall be deemed to be employees of the State for any purposes whatsoever.

The Firm 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 Firm 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 firm 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 firm 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 firm, 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 firm, 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 firm is identified, and fee negotiations are concluded, a formal contract document will be executed between the State and the firm. The order of precedence is the contract, the EOI and the firm'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 firm 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 firm 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 firm 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 firm to be the sole point of contact with regard to all contractual matters. The firm may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the firm 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 contract 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 firm 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 firm 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 firm with advance notice of performance conditions, which are endangering the contract's continuation. If after such notice the firm fails to remedy the conditions contained in the notice, within the time contained in the notice, the State shall issue the firm 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 firm. 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 FIRM UNTIL THE FIRM RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

3.4.14 *Invoices, Progress Payments, & Retainage:*

The Firm 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, firm 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 firm'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), firm agrees that liquidated damages shall be imposed at the rate of \$500.00 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 firm.

3.4.16 *Record Retention (Access & Confidentiality):*

Firm 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 firm. The firm shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at firm's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Firm shall have access to private and confidential data maintained by Agency to the extent required for firm to carry out the duties and responsibilities defined in this contract. Firm 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 breach of confidentiality by the firm, subcontractors, or individuals permitted access by the firm.

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 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. 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 firms and select three firms which in their opinion are the best qualified to perform the desired service. Interviews with each firm 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 firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm for architectural or engineering services or both. 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. 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.”

- b) The evaluation criteria and assigned point values are as follows:
(Instructions: Evaluation criteria shall be based on a total of 100 points, inclusive of the oral interview. Instructions to firms addressing oral interview length or time requirements and items to be addressed should be included.)

Evaluation Criteria

In order to assure consistency in the presentation and the evaluation process, vendors are requested to format and label the Expression of Interest in the following order of topics.

- 1. **Experience:**30 Points

Firm should provide the company’s statement of qualifications for the last ten years and the general area of architectural and engineering expertise. Firm should provide material to illustrate their proficiency in construction design.

- 2. **Staff and Resources:**30 Points

Firm should provide no more than a two (2) pages resume for each

employee who would be providing their services. Describe the firm's resources available for assuring accuracy of drawings and compatibility of materials.

3. **Construction Management:**20 Points

Firm should provide or demonstrate construction management/performance data and identify the tasks and scope of work performed for the property owner. Firm should demonstrate ability to establish and/or manage project time lines to assure compliance with the original specifications without additional changes to the project design.

4. **Oral Interview:**20 Points

Based on presentation and proposed Plan of Action.

RFQ No. _____

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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____



PAUL D. MARSHALL ARCHITECTS & ENGINEERS, INC.
1339 SMITH STREET
CHARLESTON, WEST VIRGINIA 25301
304 343 5310

Anthony Correctional Center
Box N-1, HC 70
White Sulphur Springs, West Virginia 24986

May 17, 2012
Index
Portion of Expression of Interest

Via:
Buyer: TL/32, Tara Lyle
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, West Virginia 25305-0130

INDEX OF MATERIALS SUBMITTED

Request for Quotation document COR61515

Index of Materials Submitted (This Page)

Letter Of Interest by David M. Marshall, Architect

Company Overview, Paul D. Marshall Architects & Engineers, Inc.

Resumes:

David M. Marshall, Architect
Michael Ramsey, Engineer
Brent Spradling, Troubleshooter
John Oaks, CAD Drafting Technician

Required "Plan of Action"



PAUL D. MARSHALL ARCHITECTS & ENGINEERS, INC.
1339 SMITH STREET
CHARLESTON, WEST VIRGINIA 25301
304 343 5310

Anthony Correctional Center
Box N-1, HC 70
White Sulphur Springs, West Virginia 24986

May 17, 2012
Letter of Interest
Portion of Expression of Interest

Via:
Buyer: TL/32, Tara Lyle
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, West Virginia 25305-0130

Dear Ms. Lyle:

Thank you for the opportunity to submit our Expression of Interest for the important investigative work and corrections required for the Anthony Correctional Center. We have the experienced personnel to accomplish the investigative, design, and administrative work required and the record of performance to qualify our selection for this important work.

We are prepared to appear at an interview for your selection process.

Sincerely,

David M. Marshall, Architect



COMPANY OVERVIEW

Paul D. Marshall Architects & Engineers, Inc.

Mr. Paul D. Marshall AIA, founded the firm Paul D. Marshall & Associates, in 1972. For thirty-seven 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
Historic tax credit evaluations
Historic register nominations
Cultural resource management
Code compliance

Historic preservation, restoration & renovation
Interior space planning
Architectural design services
Engineering services



PROFESSIONAL PROFILE

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 since joining the firm in 1987. Since December 1998, he served as President and Project Architect, serving as Lead Architect and manages the day-to-day operations of the company.

Mr. Marshall first joined our firm 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 our firm 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 *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.*



PROFESSIONAL PROFILE

- Marlinton Opera House (1902), Marlinton, WV. Restoration of concrete and wood opera house for the Pocahontas 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 eighteenth-century, 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.
- Fifth-Third Bank Building, Charleston, WV. Widely thought to be an example of masterful restoration, this Art Deco designed bank building was designed by David Marshall and built brand new and true to the Art Deco design criteria.
- Restoration of the West Virginia Governor's Mansion, Charleston, WV. Project and Design Architect for the complete restoration of the Historical WV Governor's Mansion, including architectural, electrical, mechanical, and kitchen restoration and adaptive restoration.
- Quarrier Diner Restoration, Charleston, WV. Historical restoration of a popular Charleston landmark Art Deco design restaurant.



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, providing mechanical, electrical, plumbing engineering design. Michael now serves as a director for the combined corporate structure of Appalachian Design Group, Inc, and Paul D. Marshall Architects & Engineers, 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.

Michael will be the engineer responsible for any mechanical, electrical or plumbing engineering required for completing assignments through this agreement. Providing engineering backup for technical investigations and troubleshooting assignments, Michael is a valuable member of our professional team.

Past cooperative projects which Michael Ramsey provided engineering design for both Appalachian Design Group, Inc., and Paul D. Marshall Architects & Engineers, Inc. are:

- Allied Health and Technology Building, Southern WV Community and Technical College, Logan, WV
- Point Pleasant Museum, Point Pleasant, WV
- Historical John P. Hale Residence, 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 Greek Orthodox Cathedral Restoration and Addition, Charleston, WV

renovation of library area to electronic classrooms, fire alarm corrections, and various maintenance related corrections.

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 2008.

Anticipated role for this project: as primary investigator (troubleshooter), coordinator of design services, and coordinator of Construction Management.

Representative Projects accomplished by following investigative analysis by Brent Spradling: (Projects marked "*" were performed as design consultants to Paul D. Marshall Architects and Engineers, Inc.)

- *Graceland Mansion Historical Adaptive Restoration, Elkins, WV – Investigation of causes for ongoing water damage in the historic structure in cooperation with Paul Marshall, resulting in construction for stabilizing the structure to allow funding for historical restoration.
- *Robert C. Byrd Conference Center, Elkins, WV – Investigation and recommendations for salvage of an abandoned residence hall scheduled for demolition. The investigation and design estimates resulted in the college receiving grants to completely convert the structure to a profitable conference center.
- WVU, Design of Concealed Multi-Campus Student TV Cable Entertainment System – Investigation of existing infrastructure allowed our recommendations and design of a fully concealed fiber optic transmission system along with the required design and installation of the student TV cable system.
- WVU Byrd Collection Area Colson Hall, Morgantown, WV – This investigation was necessary because moisture and forming water condensation was damaging stored archival and artifacts. Conditions were corrected under our supervision with construction by university employees.
- Marshall University Holderby Hall Domestic Water Heating, Huntington, WV – Investigation and correction to solve domestic hot water problems in a major residence hall, eliminating hazardous building materials, failing equipment, and high gas bills, resulting in new equipment with a 50% reduction on gas usage for the entire building.
- WVU Evansdale Library, Morgantown, WV – This investigation was performed to assist the University in deciding whether to claim against the designing architect's professional liability for failure of the building envelope.
- WVU Silo instability and boiler house corrective modifications, Downtown Morgantown WV – This investigation and resulting modifications were accomplished to avoid a disaster.
- Marshall University investigation of seating in Henderson Athletic Center, Huntington, WV – This investigation, together with the resultant testing and narrative descriptions of conditions was intended for litigation, which was successful in obtaining construction of new spectator seating in the main arena at no additional cost to the University.
- Confidential investigation and troubleshooting for a variety of agencies and corporations.

Some agencies and corporations for which Brent Spradling has provided troubleshooting services are:

WV Governor's Office WV Higher Education Policy Commission West Virginia University
WV Library Commission Southern WV Community and Technology College WV Department
of Health and Human Resources US Treasury Department US Secret Service Federal Bureau
of Investigation United Technologies Burger King Union Carbide Corporation Marriott
Forrest City Dillon Glenwood Foundation



PROFESSIONAL PROFILE

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, three-dimensional 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.

Before joining our architectural firm in 1997, 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 PDMAE 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.



PROFESSIONAL PROFILE

- Putnam/Hauser House, Blennerhassett Island State Park, WV. Relocation of eighteenth-century, 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 facade 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 facade 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.

Paul D. Marshall Architects & Engineers, Inc.
1339 Smith Street
Charleston, West Virginia 25301

May 17, 2012
Anthony Correctional Center
RFQ Number COR61515
For Expression Of Interest (EOI)

REQUIRED PLAN OF ACTION

Concept Investigation

Initial assessment by an experienced troubleshooter.

Call it project investigation or investigation of project failure. After everyone involved with a project including the designing architect/engineer, suppliers, Owner's personnel, and various "experts" have proposed solutions for problems without results (or sometimes worsening problems), the time is past when a real "troubleshooter" with a reputation for results must be involved in order to explain the causes of problems and whether they can (or cannot) be economically corrected.

Sometimes the corrections to long ongoing problems, costing hundreds of thousands in funds, inconvenience, and sometimes danger can be quickly and inexpensively implemented. The problems observed being experienced at Anthony are not in this category. Our troubleshooter was the only one available from our firm on short notice to visit the site during the mandatory walk-through meeting, and despite having only a limited time for a site of this size, has issued a four-page report including probable design errors, probable defective workmanship, and probable improper corrective actions. More time will be necessary for him (along with the Owner's security personnel) to examine surviving construction documentation, reexamine affected areas, perform inspections of mechanical equipment, test some materials, and complete some performance testing on site. Generally, our troubleshooting reports are plain-language, and are confidential.

This Request for Expression Of Interest (EOI) requires design and engineering services, administration and contract oversight services (3.2.1). Additionally, in the Evaluation and Award description (4.1 Evaluation Criteria, experience in "Construction Management" is required for 20 interview points. Our firm is experienced in "Construction Management". Most A/E firms do not offer Construction Management because of the liability issues and low profitability.

Our no-fault and no-blame investigative and corrective policy:

Regardless of the results of this investigation, recommendations and cost estimates developed, and any construction documents produced by our firm, all work product will be prepared on a confidential "no-fault" basis. None of the materials, reports, recommendations, or cost estimated will be produced for any litigation. Our firm has performed investigations, reports, and provided expert data and witness services for litigation, and very successfully. Fees are very high on investigative work for litigation and the process necessary also hampers the speed of correction of problems. If the Owner is considering, or will be considering any litigation, our fees proposed, and the work described herein is not detailed or prepared for this use, and our personnel will not be available for testimony or assistance unless our initial contract includes provisions for these services.

Construction Phase

Either Construction Oversight or Construction Management
(Both are mentioned in the request)

If Construction Oversight for administration of a bid construction contract is the method for implementing the corrections required for this project, then the architect will provide submittal review of materials, review of contractor invoicing for contractor payment, perform on-site inspections for purposes of approving payment requests, and provide unannounced inspections for quality of workmanship at various stages of the construction or installation work by the contractor.

If Construction Management is utilized as the method of implementing the corrections required for this project, the architect work within the identified project construction budget and directly hire qualified contracting firms to complete all construction required. The architect will monitor work progress and approve invoicing from installing contractors, then combine all approved invoicing for a composite invoice to the Owner, including architectural firm costs, contractor costs, and a Construction Management fee. Unless a change order is authorized by the Owner to increase the project construction budget, the total invoicing under Construction Management must be within the agreed on project construction budget.

Project Closeout

Regardless of the method chosen for completion of the construction required, the architect will inspect the total construction project for final completion and prepare a list of discrepancy items (sometimes called a "punch list") to be completed prior to final payment or release of retainage to installing contractors. Upon reinspection of the work after completion of discrepancy items, the architect will recommend to the Owner for acceptance of the construction work.

Sincerely,

A handwritten signature in cursive script, appearing to read "D. Marshall".

David M. Marshall, Architect