



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

[List View](#)**General Information**[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 102412

Procurement Type: Central Purchase Order

Vendor ID: 000000206170 

Legal Name: PICKERING ASSOCIATES INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 06/01/2015 

Response Time: 12:07

SO Doc Code: CEOI

SO Dept: 0603

SO Doc ID: ADJ1500000008

Published Date: 5/4/15

Close Date: 6/2/15

Close Time: 13:30

Status: Closed

Solicitation Description: MCA Bathhouse Addition/Dorm
Renovation EOI Design Services

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 102412

Solicitation Description : MCA Bathhouse Addition/Dorm Renovation EOI Design Services

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation No	Version
	2015-06-02 13:30:00	SR 0603 ESR06011500000004119	1

VENDOR

000000206170
 PICKERING ASSOCIATES INC

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature X FEIN # DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	MCA Bathhouse Addition and interior renovations				

Comm Code	Manufacturer	Specification	Model #
81101508			

Extended Description : The WV Purchasing Division for the agency, WV Army National Guard's Division of Engineering and Facilities, is soliciting expression of interests for professional design services to architectural and engineering design services for the interior renovation of Building No. 228 and Building No. 229 and the addition of a new Bathhouse, as needed at the Mountaineer Challenge Academy, located at Camp Dawson, near Kingwood, WV.

**EXPRESSION OF INTEREST
CEOI –ADJ1500000009**

Interior Design and Mechanical-HVAC-Electrical Renovation

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SECTION ONE: GENERAL INFORMATION

- 1. PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI”) for the West Virginia Army National Guard Construction and Facilities Management Office (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
- 2. PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide architectural and engineering design services for the Marshall County Readiness Center, located in Moundsville, West Virginia, to provide for the design services required and development of construction documents for an interior renovation, including all mechanical, HVAC systems and electrical as needed for the facility named in this EOI. (“Project”).

3. SCHEDULE OF EVENTS:

Release of the EOI.....05/04/2015
Expressions of Interest Opening Date.....06/02/2015
Estimated Date for InterviewsTBD

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SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on the next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline: No questions will be accepted

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

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

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

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

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

Bid Opening Date and Time: June 2, 2015 at 1:30 pm
Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

EXPRESSION OF INTEREST

CEOI –ADJ150000009

Interior Design and Mechanical-HVAC-Electrical Renovation

SECTION THREE: PROJECT SPECIFICATIONS

- 1. Location:** Agency is located at WVARNG, Joint Forces Headquarters, Construction and Facilities Management Office, 1707 Coonskin Drive, Charleston, WV 25311 and the Project will be completed at the following location, the Marshall County Readiness Center, located on State Route 2, 1600 Lafayette Avenue, in Moundsville, West Virginia 26401.
- 2. Background:** The Owner is seeking the services of a qualified professional architectural firm to design and develop construction documents to provide for the interior design, including mechanical, HVAC systems and electrical as needed. This facility supports West Virginia National Guard troops and it will be renovated to insure building security, compliance with current building codes and force protection of the location named in this EOI.
- 3. Qualifications and Experience:** Vendors will provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.
- 4. Project and Goals:** The project goals and objectives are:
 - 4.1. Develop drawings and specifications for renovating/updating the existing building(s) for the purpose of advertising and awarding construction contract(s).
 - 4.2. Provide drawings and specifications for interior design/renovations, including mechanical, HVAC systems and electrical as needed and as directed by the owner for the Marshall County Readiness Center, located in Moundsville, West Virginia.

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5. Oral Presentations (Agency Option): The Agency has the option of requiring oral presentations of all Vendors participating in the EOI process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this EOI. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

5.1. Materials and Information Required at Oral Presentation:

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

The format for the interviews will be a 15-30 minute Power-Point presentation consisting, at a minimum, of the following:

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

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SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

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

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- 3.3.3. Rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm.
- 3.3.4. Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm.
- 3.3.5. Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.
- 3.4. **Vendor Ranking:** All evaluation criteria is defined in the Procurement Specifications section and based on a 100 point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:
- | | |
|---|-----------------------------|
| • Qualifications and experience | (50) Points Possible |
| • Proposed project management, quality and cost control plans | (30) Points Possible |
| • Oral interview, (See 5.1 under Section 3 of this EOI) | (20) <u>Points Possible</u> |
| Total | 100 |

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Interior Design and Mechanical-HVAC-Electrical Renovation

SECTION FIVE: TERMS AND CONDITIONS

Terms and conditions begin on the next page.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
 - Commercial General Liability Insurance:** In the amount of \$500,000.00 _____ or more.
 - Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.
 - \$1,000,000.00 Automobile Liability Insurance
 - \$1,000,000.00 Professional Liability Insurance
 - WV Statutory requirement- WV Code § 23-4-2 (Mandolidis)
 -
 -

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

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

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

9. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of _____
for _____
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000. Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established under West Virginia Code §§ 21-5A-1 et seq. Vendor shall

be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **AIA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature) (Representative Name, Title)

(Phone Number) (Fax Number) (Date)



Architects • Engineers • Surveyors

Expression of Interest

CEOI - ADJ1500000008

MCA-Bathhouse Addition and Interior

Dorm Renovation Camp Dawson



Company Information

Parkersburg

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



Marietta

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

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

Athens

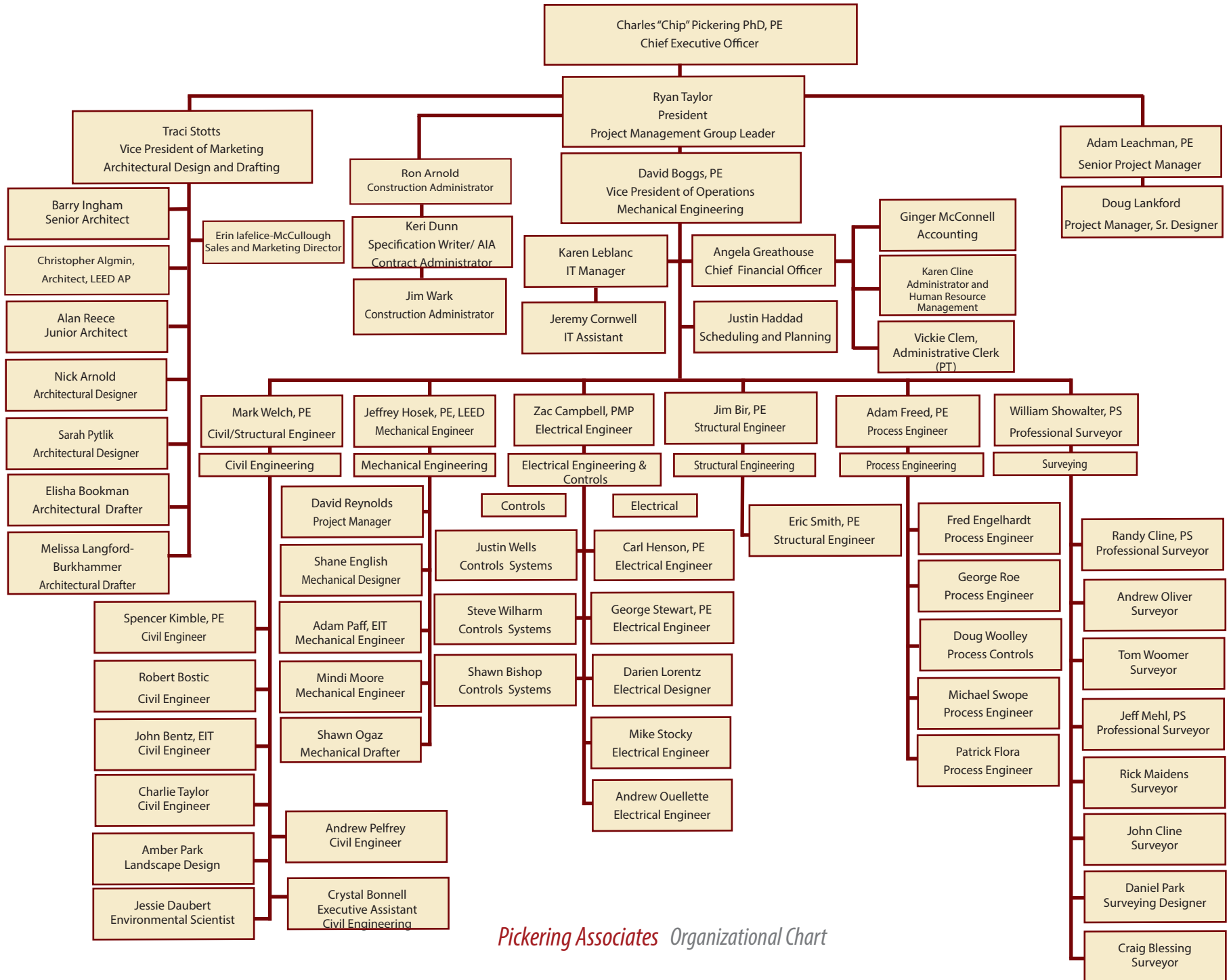
2099 East State Stret, Suite B
Athens, OH 45701
(P) 740.593.3327
(F) 800.689.3755

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

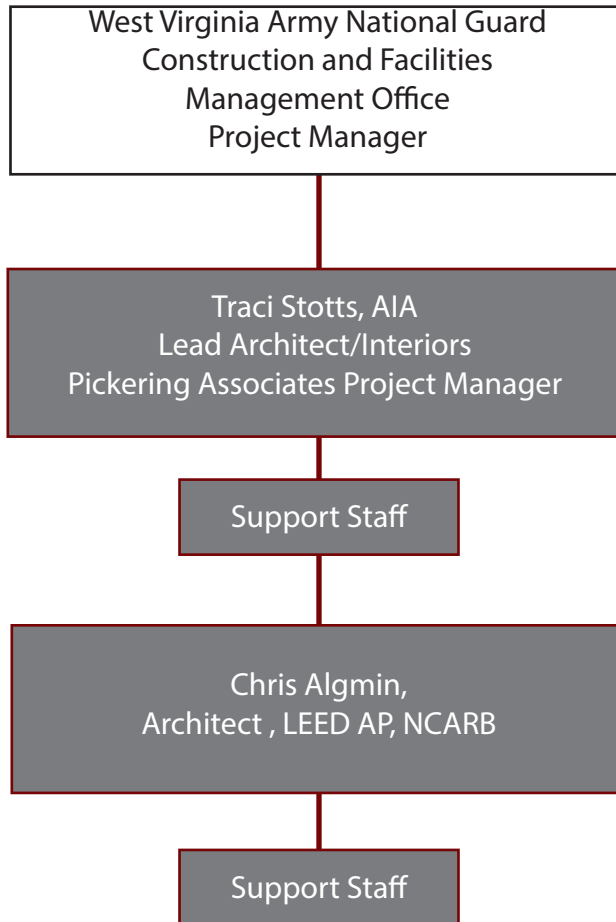
Successfully executing more than 10,000 projects in its history, the firm has built a tremendous wealth of experience gaining insight into what works for each of our client types. Those lessons learned add substance to our work and provide our customers with unparalleled value. Our objective is to partner with our clients improving their performance, flexibility, life-cycle cost, sustainability and ultimately well-being.

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

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



Pickering Associates Organizational Chart







Traci L. Stotts, AIA

Position/Title

*Architect,
Vice-President of Marketing and Development*

Duties

Architect and Project Manager

Education

The Ohio State University

B.S., Architecture

University of North Carolina Charlotte

Professional Bachelor of Architecture

Licenses

Professional Architect WV, OH

“A good architect should begin all projects by sincerely listening to the client and thoroughly understanding their immediate and future needs.”

Lead Architect and Project Manager for several upgrade and renovation projects at WVU-Parkersburg's Downtown Center Building. Projects performed include a new Façade Renovation to the front of the building to unify and modernize the three building storefronts, a new ADA elevator and equipment room installation, roof replacement for the entire building structure, demolition and abatement of interior spaces, and new windows to enclose and secure the building.

Architect and project manager for a new Cath Lab Addition and renovation at a local hospital in Parkersburg, WV. Renovation included approximately 5,800 SF of renovated space on the ground floor of the main hospital for three cath labs, two control rooms, and miscellaneous support spaces. The 930 SF exterior addition was added to house the mechanical and electrical equipment necessary to support the labs. This project included close coordination with equipment vendors for relocating existing equipment to the new space.

Architect and project manager for the renovation of approximately 13,000 SF of an existing medical/surgical unit at a local hospital in Parkersburg, WV. The project included renovations to 27 existing patient rooms, creation of new nursing work-station alcoves in corridor spaces, new shower rooms, new exterior windows, and overall finish upgrades to give the unit an updated appearance.

Lead Architect and Project Manager for design-build renovations of an abandoned lodge into a physician's assistant program instructional space at Marietta College. The 14,000 SF, three-story design incorporated departmental offices, conference rooms, toilets, large classrooms, instruction space with exam tables, clinical instruction exam rooms, computer lab and student break rooms.

Lead Architect for an addition and renovation to an existing funeral home in Belpre, Ohio. Concerns with gaining additional space to enlarge the facility so as to better serve clientele drove the project. New designs features space to increase the current viewing area, new arrangement room, new entrance vestibule and new porte-cochere. Renovations to the existing facility were slated to better for functional requirements including addition of a multi-purpose room for dinners and other functions, redesign of existing toilet facilities and addition of a children's play area and new kitchen. Exterior upgrades included stone veneer, trellis area and canopies to enhance aesthetic quality.

Designed a 10,000 SF two-story office building for a drilling company in Ellenboro, WV. Pickering worked with the owner and interviewed employees to evaluate their current and future needs. The design includes space for 18 offices, private owner office/quarters, conference rooms, central reception and work areas, employee break room, filing and open two-story vestibule design. Exterior components include a stone veneer base, composite shakes and siding, three exterior porch areas designed with a heavy timber framed look that included wrapping structural members with a miratec wrap.

Lead Architect for a \$725k fire station annex in Vienna, WV. Project included a 6,300 sq. ft. annex to the existing fire station. The annex contains first floor pull-through truck bay, conference room, equipment storage and restroom facilities and second floor offices and storage space.

Lead Architect and Project Manager for a new \$1MM two-story office building located on a main thoroughfare in Parkersburg, WV. Exterior appearance was extremely important. This design was based upon a magazine cutout by the owner. The exterior of the building features bay windows, columns and a balcony. The interior features seventeen private offices, a library, two conference rooms, a private conference room, reception area with abundant filing and work spaces, and an elegant lobby complete with curving stairway to second floor.

Women's Center on the ground floor of the Medical Office Building. Renovation included 3,100 sq.ft. area offering a comfortable place for women to receive diagnosis consultation and treatment including ultrasound, digital mammography, stereotactic biopsy, and bone density.



Christopher L. Algin, NCARB

Position/Title

Architect, LEED AP

Duties

Architect

Education

*University of Illinois at Urbana-Champaign,
Masters of Architecture*

Licenses

Registered Architect II, WV

*“Architecture should speak of its
time and place, but yearn for
timelessness.”*

Frank Gehry

Lead Architect for new 29 bed (20,000 square foot) nursing home in Wirt County, WV. Duties include: partial code review, creating life safety plan in reference to building code information, WV OHFLAC coordination, WV Fire Marshall Permitting, coordination with interior designer, prepare drawings for owner review and comment at various phase gates.

Lead Architect for new 20,000 square foot professional medical office building primarily for doctors and healthcare professionals. Building is designed as a single story business occupancy with a physician's office, physical therapy office, dentist office and retail pharmacy.

Lead Architect for the renovation of an existing 12,000 SF office building into a 6,000 SF retail banking branch. A conceptual rendering was developed and served as a guide throughout design and construction. The detailed design included several alternates to help the owner customize their project and budget. Construction administration services were performed throughout the construction process, including dealing with unforeseen asbestos remediation and underground storage tank removal.

Architect for consolidation of all administrative services for a busy multiple physical therapy office in Parkersburg, WV. As part of the project a large portion of square footage was dedicated to a Cross-Fit training center.

Lead Architect for an \$8MM renovation of 1960's data center into a corporate headquarters and medical training facility with a state of the art conference center for the North American Spine Society . The 42,000 square foot facility is located in Burr Ridge, Illinois.

Lead Architect on new recreation center for the Lincolnway Special Recreation Association. The 18,000 square foot facility in Mokena, Illinois is used as a special recreation site for individuals with disabilities. The building consists of a recreation facility, main office, and multi-purpose classrooms. Total project cost was \$4.47MM

Lead Architect on the renovation of a 100,000 square foot industrial building for C.E. Sundberg's Main Distribution Facility. On the \$3MM project, Algmin was charged with rehabilitating the existing industrial building to be the main parts of distribution and corporate headquarters. The building is in Chicago, Illinois.

Lead Architect for 3,820 square foot South Suburban Special Recreation Association Detached Garage Addition. The new building, in Tinley Park, Illinois, cost a total of \$495,000 and consists of a detached storage facility and garage to house 6 busses.

Lead Architect for Island Prairie Park Nature Center in the Frankfort Square Park District. The 4,000 square foot project consisted of building a functional greenhouse and educational space to supplement site improvements involving wetlands and natural habitat preservations. Total project cost was \$400,000.

Project lead on conceptual design of 6,500 square foot recreation center renovation for the Peotone Park District. The \$375,000 project consisted of converting a precious auto dealership/mechanic warehouse and showroom into a multi-purpose community center and day care facility. The building is located in Peotone, Illinois.

Lead Architect for 25,000 square foot addition to the Aquatics and Fitness Center for the Tinley Park District. The \$5MM addition consisted of a 4 land lap pool and fitness area.

Lead Architect for 3,500 square foot office addition for Andy Frain Headquarters. The \$600,000 project was a corporate office expansion on an irregular site. This building is in Aurora, Illinois.

Lead Architect for school and recreation center for people with special needs. The 50,000 square foot com-



Related Projects

Type

Education

Services

Architectural
Mechanical
Structural
Mechanical
Construction
Administration



Pickering Associates assisted West Virginia University with the phased renovations of their new Downtown Center. The building is a 1930s era utilitarian commercial property in the heart of Downtown Parkersburg. Each phase was performed as the university received the grants and funding required.

The first phase of design entailed the facade renovation. Pickering Associates was able to provide the client with 3D renderings in order to effectively communicate the design and for use in securing grant funding.

The second phase replaced the decades old electrical services to the building which allows the college to have adequate service for their new learning environments.

The third phase involved construction of a new elevator shaft and control room as well as installation of a new 2,500 pound, three stop, hole-less hydraulic elevator. This new elevator was located in what will become the main entrance lobby of the ground floor and will serve three floors of the building.

The fourth phase of the project was roof replacement encompassing approximately 20,700 sq. ft. at two levels. The existing roof membrane and existing insulation was removed, all damaged sheathing was replaced and a new high performance, modified membrane roofing system was installed. Project also included replacement of gutters and downspouts, and new coping/parapet caps.

Other projects completed by Pickering Associates at this facility include window replacement, demolition, and abatement.

The team for this project consisted of Ron Arnold, Zac Campbell, PMP, David Boggs, PE, and Traci Stotts, AIA.



Type

Education

Services

Architectural

Mechanical

Plumbing

Electrical

Construction
Administration



Marietta College teamed up with Pickering Associates and Silverheels Construction after they purchased a local building formerly owned by the Moose Lodge with the intention of renovating it for use by their Physician's Assistant Program.

The existing building consisted of three floors, the first has approximately 16,600 sq. ft. and the second and third floors have approximately 2,200 sq. ft. each. The first floor was designed with a clinical instruction area, classroom area, four break-out rooms, four private exam rooms, student lounge, restroom facilities and storage areas. The second floor has reception and staff areas, conference room and restroom facilities. The third floor has six private offices and one private toilet room.

The clinical area was designed with room for 18 exam tables around the perimeter of the room so that standard wall mounted equipment could be utilized. The 40-desk classroom area has computers at each station that rise from the desks when needed. The private exam rooms are each equipped with video capability so students can review their exam skills. The breakout rooms are typically used for small group sessions, while the student lounge offers a more comfortable and relaxing area for the students. The entire building was brought up to ADA standards and even includes an ADA workstation.

Pickering Associates also designed the second phase of this project that utilized a portion of the remaining residual space on the first floor for a clinical wellness center where students can be treated for minor illnesses.

Zac Campbell, PMP, Jeff Hosek, PE, David Boggs, PE, and Traci Stotts, AIA served as the team for this project. The project costs totaled \$600,000.



Type

Healthcare

Services

Architectural

Civil

Structural

Electrical

Mechanical

Plumbing

Construction
Administration

Project
Management



Camden Clark Medical Center contracted with Pickering Associates for a 930 square foot equipment room addition and renovations to approximately 6,500 square feet of existing space on the ground floor of the main hospital at the Memorial Campus of the medical center.

This project consisted of three new catheterization labs, adjacent control rooms, equipment rooms, special procedure bays, echo room, stress testing room and various support spaces. Pickering Associates provided project management, cost estimating, architectural design, surveying, civil engineering, structural engineering, mechanical engineering, electrical engineering and construction administration for this project.

A 3D BIM model was completed for the equipment room addition to use as a tool during design for laying out the elaborate catheterization lab equipment and determining any potential issues or interferences that needed to be addressed during design. The model was printed in color to show the room layout and the different mechanical and electrical systems that were required for the project.

It was necessary to coordinate with equipment vendors (Philips and GE) throughout the design process for coordinating the relocation of existing catheterization lab equipment. The design for this project was also coordinated with various staff members, physicians, and end-users to discuss project needs, equipment relocation, and coordination for the construction phases. Accelerated design was completed on an aggressive schedule set by the client and construction was phased to accommodate equipment relocation.

Project cost totaled \$2.4 million. Pickering Associates provided project management, architectural design, mechanical engineering, electrical engineering, civil engineering, structural engineering and construction administration for this project with the project team of Ryan Taylor, Traci Stotts, AIA, Jeff Hosek, PE, David Boggs, PE, Zac Campbell, PMP, Mark Welch, PE, Joseph Lambert, PE, and Ronald Arnold.

Type

Healthcare

Services

Architectural
Mechanical
Electrical
Plumbing
Structural
Construction
Administration



The Gallipolis Developmental Center had various improvement needs. In an effort to reduce cost they decided to combine the various needs into one project. The most important piece of the project was system upgrades to the HVAC systems throughout the campus, some older than 30 years, in an effort to improve energy efficiency and reduce maintenance costs. The project included seven residential buildings, the Administrative/Dietary Complex and the Activity Center.

The second part of the project included handicapped accessibility improvements. Existing lavatories which were not accessible were replaced with new ADA vanities. Existing door hardware was replaced in each bedroom, bathroom, dining room, kitchen and laundry room of all the residential units located within nine buildings.

Part three of the project is a continuation of a previous study performed for the Center by Pickering Associates. This part of the project includes cleaning, inspecting and repairing two existing domestic water wells in order to comply with EPA regulations.

As an alternate, Pickering Associates provided drawings and specifications for re-roofing several of the buildings. This portion of the project will be done at a later date when funds become available.

Pickering Associates provided bidding assistance and weekly Construction Administration through project completion.

Type

Private

Services

Architectural
Civil
Structural
Mechanical
Plumbing
Electrical
Construction
Administration



Mill Street Village, which consists of 14 buildings, was originally built around 1968 and used by Ohio University for married housing. In 2005 Ohio University leased the complex to Karr Contracting Inc. of Chester Ohio on a 40 year lease. Karr Contracting invested approximately \$9,000,000 in renovations in order to rent apartments to both Ohio University students and the general public.

Pickering Associates was hired by Karr Contracting to provide all design and engineering services for this extensive renovation. The project goal was to do limited architectural and infrastructure renovations. However, since the building sat vacant for a few years and extensive damage was done by vandalism, a complete overhaul of all complexes including the high-rise building was necessary. This project involved a new electrical feed being brought to the site and subsequent distribution to all complexes. As with any existing college dorm or apartment, the communication wiring was in need of updating.

All complexes were provided with broad band communication capabilities. The existing mechanical system was comprised of a single underground steam system which serviced all buildings. This system was evacuated and replaced with individual units for each apartment. New natural gas infrastructure design and plumbing system design were also deemed necessary after demolition began and revealed substantial problem areas. As an added touch, covered canopies were provided on all townhouse type complexes.

Type

Healthcare

Services

Architectural

Electrical

Civil

Mechanical



The Mountain River Physical Therapy project was developed to consolidate all administrative services for a busy multiple office practice in Parkersburg, West Virginia. As a part of the project a large portion of square footage was dedicated to a Cross-Fit training center.

Bill Islay, the owner, wanted to make a statement with the building and allowed the architect to design a building that is not typical to the area. The team settled on a large barrel roof area for the Cross-Fit area in the middle section with two flat roof areas flanking the barrel roof for the administration areas.

There were some obstacles to overcome in this project. The owner had financial issues when the project appraisal came in too low per the project budget and bid proposal. Also, the project had site issues with poor soil conditions and a "hidden dump". Lastly, the Mid-Ohio Valley was hampered with the worst winter this area has seen in a long time. Pickering Associates was able to provide a quick turnaround in the form of leadership, value engineering, and creative management to get the project done for the client.

Pickering Associates provided the architecture, electrical engineering, mechanical engineering and civil engineering for the project. The project bid in August of 2013 and was completed in March of 2014.

Type

Private

Services

Architectural
Mechanical
Electrical
Plumbing
Civil
Structural



This project was to renovate an existing 12,000 SF office building into a 6,000 SF retail banking branch. Half of the existing building was demolished to make room for the new drive through lanes. A new entry tower was constructed, and exterior finishes were updated throughout. Work was performed through multiple prime contracts.

Pickering Associates was hired to perform a building analysis and cost estimate to determine if the existing facility could be reused or if a new facility would be more cost effective. A conceptual rendering was developed and served as a guide throughout design and construction. The detailed design included several alternates to help the owner customize their project and budget. Construction administration services were performed throughout the construction process, including dealing with unforeseen asbestos remediation and underground storage tank removal. Additional costs in the base scope of work were kept to a minimum.

The main obstacles encountered during the project were the hazardous conditions not identified in the environmental reports obtained by the client. Asbestos containing insulation was encountered within the cores of the concrete block exterior walls. Pickering generated a scope of work for the owners to obtain asbestos abatement bids. Undocumented underground storage tanks were also discovered during excavation of the site utilities. Pickering Associates coordinated with the owner and contractors to adjust the schedule of work around the tank removal. Pickering Associates also carefully tracked and monitored additional costs for the projects for the owner's project manager to update the Board of Directors.

Type

Private

Services

Architectural
Electrical
Mechanical
Plumbing
Structural
Construction
Administration



Pickering Associates provided engineering and architectural design revisions for the Historical Renovation of the Colony Theatre project in Marietta, Ohio. A portion of our services included a review of program requirements with the client and preparation of bidding and construction documents for the project. We worked closely with the client and grant funding sources as well as the State Historic Review Board to ensure that the project was being designed to meet all necessary requirements.

Our services included architectural, mechanical, electrical, plumbing, structural. Engineering modifications included revisions to the electrical service entrance and main distribution for scheduled renovations, connections for a new geothermal HVAC design, revisions to the existing waste and water systems as necessary to meet Health Department requirements, modifications to the air distribution systems for the second floor lobby and toilet rooms areas, and structural modifications for a new stage rigging system and platform. Mechanical revisions included both the replacement of the existing boiler system, but also a complete rebuild of the air handling unit.

Architectural design included design for a new concession area in the main lobby, modifications to the second floor lobby and toilet rooms, a new pump room, door and finish schedule revisions and coordination with the interior designer for material and color selections.

Several design meetings were held with the client to coordinate the necessary modifications to ensure that the revisions would meet current code, ADA compliance, Historical Review Board requirements, and Flood Plain approval. Pickering Associates provided bidding documents, bid assistance, construction cost estimating services, and will provide construction administration for the project once construction begins.



References

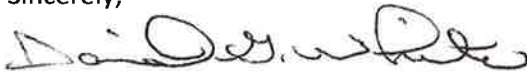
To Whom It May Concern:

Pickering Associates has been involved in several projects at West Virginia University at Parkersburg. The Architectural, Engineering, and Construction Administration services they provide have proven to be a wonderful complement to our own Facilities staff. From initial project planning, design development and bidding, through contracting, construction administration and closeout, Pickering Associates has been beside WVU-Parkersburg to not only provide a needed service, but provide any necessary support needed to make our projects successful. As a local company, they are aware of the community dynamics, they are in-tune to the users of our facility and most of all they are a true stakeholder in our success.

Pickering Associates has consistently completed projects for us on time and within budget. Their team has provided us with quality bidding/construction drawings and specifications allowing us to receive accurate bids, which in turn, allows us to move ahead expeditiously from bidding to contracting. They have shown a clear understanding of the bidding and contract administration process, which truly makes our job easier.

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

Sincerely,



David G. White, Director of Facilities
West Virginia University at Parkersburg



Marietta College

Letter of Reference

Since 1999, Pickering Associates has been Marietta College's local "go to" electrical design and full service architect-engineering firm for both new construction and renovation. Following are the more significant projects that they have completed for me:

- Master Plan and design for the upgrade and extension of underground high voltage distribution system. This work was completed in four phases to support five major construction projects. Pickering Associates coordinated design effort, design schedule, and phased completion of work with five different lead architect firms. Their effective communications with the firms outside this region and with local permit and building authorities resulted in no change orders or schedule delays attributable to their effort.
- Life Safety Upgrades to Dorothy Webster Residence Hall. Retrofitted emergency lighting, general lighting, fire detection and alarm system into a three story, 17,000 square foot building constructed in the 1870's.
- Residence Hall Restroom Renovations. Designed the repair by replacement of restroom fixtures, ventilation, shower enclosures, partitions and finishes in five residence halls.
- Gilman Hall and Andrews Hall Food Service Renovations. Designed the electrical and lighting and HVAC systems for a \$2 million renovation of two kitchens and student dining areas.

On all these projects Pickering Associates controlled costs without compromising the quality of the final product. What I most appreciate is the level of effort that all disciplines put into their on-site investigation during the planning and programming phase. When you have a tight budget established by your Board of Trustees and a tight schedule driven by the return of students, this additional effort can reduce change orders that will cost time and money.

In my opinion, because of the high quality of their plans and specifications, Pickering Associates has an excellent professional reputation in the general contractor community so, as an Owner, I feel like a get the advantage of the most competitive bid.

Please feel free to contact me at (740)-376-4367 for any additional information that may help you select the most qualified firm for your work.

Sincerely,

Fred R. Smith, PE
Director, Physical Plant

CHARTERED IN 1835

215 Fifth Street • Marietta, Ohio 45750-4031 • Phone: 740.376.4000 • www.marietta.edu

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Pickering Associates

(Company)

Enoch W. McLaughlin, Sales + Mkt. Director

(Authorized Signature) (Representative Name, Title)

304.464.5305 / 304.464.4428

(Phone Number) (Fax Number) (Date)