

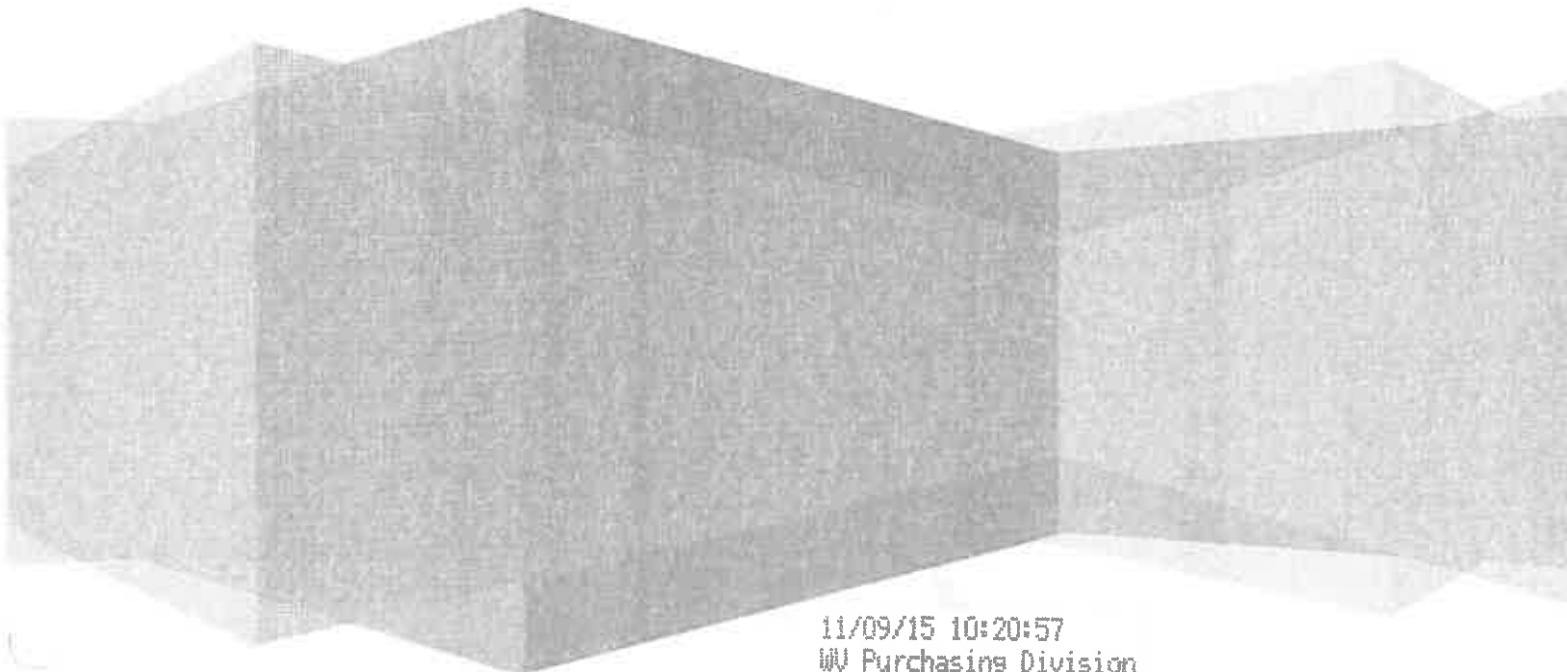


Response to Expression of Interest

Cacapon Resort State Park

Old Inn Renovations and Remodel

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WV Purchasing Division

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The Miller Engineering Difference



When people ask me what it is exactly we do here at Miller Engineering, I like to explain our craft as “the stuff that makes people’s eyes roll into the back of their heads when we go into detail”. Our work isn’t exciting or pretty – it’s the behind-the-scenes stuff that makes the pretty, exciting facilities functional – but we know we’ve done the job right if nobody knows we were ever there.

I founded Miller Engineering in 2002 when, after 6 years working for West Virginia University and 20 years spent in facilities operation and maintenance, I decided it was time to provide a solution that was different by design. We’re not your typical MEP firm; we ensure our designs meet very specific, time-tested criteria, including but not limited to being constructible, operable and maintainable. It’s an improved process that, in short, helps owners and their staffs effectively operate and maintain their systems. We want to set up our clients to be self-sufficient, but we work to be available every step of the way.

Our hands-on staff takes great pride in their construction and operations backgrounds, which help us see the project as being constructed instead of just lines on paper. We don’t sit clients down and lecture to them about what they’re going to get; we listen to them so we can strive to deliver exactly what they want and need. It costs too much time and money (for both our clients and us) to not deliver exceptional service every single time, and we work tirelessly to keep projects on time and on budget. We’re proud to say that our change order percentage over the last 8 years is less than 0.1%, and that’s not just a statistic; it’s a proclamation of our commitment and determination to make sure things are done right the first time, every time.

I want to personally thank you for reviewing our proposal and giving us the opportunity to learn more about you and earn your business. Miller Engineering would be privileged to add you to our long history of satisfied customers. If you have any questions for me directly, please don’t hesitate to reach out to me at 304-291-2234, cmiller@millereng.net or stop by our new office at 240 Scott Avenue Suite 1.

Best regards,

Craig Miller
President/Owner
Miller Engineering, Inc.

Miller Engineering, Inc. Firm Profile

Our engineered solutions involve a detailed assessment process: investigation, observation, communication with stakeholders, system analysis, building modeling and engagement from our entire team. We approach each and every project with this process and the guiding principle that buildings are designed to be livable and function in their intended purpose.

Over the past 13 years Miller Engineering, Inc. (MEI) has engineered solutions for over \$20.1M in mechanical system upgrades, repairs and renovations for projects of all scopes and sizes, with clients ranging from private owners to local and state governments.

With a strict attention to detail and commitment to delivering a job done well and done right the first time, every time, MEI has accumulated a change order percentage of less than 0.1% over the past 8 years.

Our team has unique skill-sets regarding engineered renovation solutions. Each member of the team has hands-on mechanical system experience including installation, construction, design and maintenance.

*Miller Engineering takes pride in being **different by design** and that difference shines through in all phases of our work and continued relationships with our clients.*

Additional Benefits

- Experienced and Licensed Professional Engineers
- Quality, Value-Engineered Project Delivery
- Qualified Construction Representative on Staff
- LEED-AP Certified
- Below Industry Change Order Status
- Building Information Modeling
- Interactive Solutions Provider
- Emergency Facility Response

Engineering Design and Consultation

- Mechanical
- Electrical
- Plumbing
- HVAC Design
- Renovation
- New Construction

Aquatic Facility Design

- Public Pools & Areas
- ADA Compliance
- Indoor & Outdoor (air flow)
- Chlorination/Filtration

- ### Construction Administration
- Maintenance/Facility Improvement Plans
 - Contract Administration
 - Code Observation

Communication System

- Intercomm & Public Address
- Voice/Data/CATV
- Urgent Response

Energy

- Power Supply (main & backup)
- Green & Renewable Consulting
- Systems Utilization & Upgrades
- Sustainable Solutions

Facility Utilization

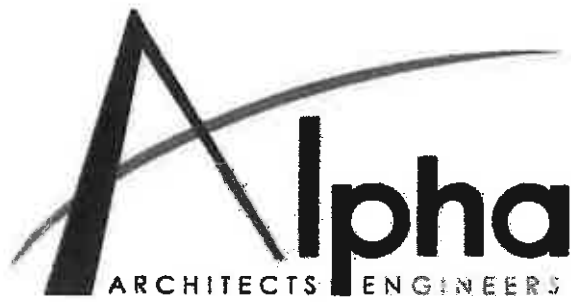
- Systems Assessment & Solutions
- Adaptive Re-use
- Planning/Life-Cycle Control
- Engineered Replacement

Life Safety Inspection/Design

- Fire Protection & Alarm Systems
- Access Control
- Fire & Electrical Investigation

Industry Experience

- Education
- Local & State Government
- Commercial Development
- Healthcare
- Public Pools (indoor & outdoor)
- Department of Parks & Recreation



FIRM PROFILE

Firm Profile

FIRM NAME
Alpha Associates, Incorporated

OFFICE LOCATIONS:
209 Prairie Avenue
Morgantown, West Virginia 26501

535 West King Street
Martinsburg, West Virginia 25401

2506 Kanawha Blvd. East
Charleston, West Virginia 25311

INCORPORATED
1969; Morgantown, WV

FIRM PRINCIPALS
Richard A. Colebank, PE, PS; President and COO
Richard W. Klein, PE, PS; Chairman and CEO
Charles B. Luttrell, PE; Principal
Charles B. Branch, PE; Principal

NUMBER OF EMPLOYEES
26 Employees

SERVICES
Architectural Design
Civil Engineering
Structural Engineering
Surveying
Interior Design
Landscape Architecture
Construction Administration



Alpha Associates, Incorporated was established in 1969 and since that time has completed hundreds of projects throughout Morgantown and the state of West Virginia. Alpha's Corporate Office is located in Morgantown with our Eastern Regional Office located in Martinsburg.

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Miller Engineering Staff – Qualifications and Experience



B. Craig Miller, PE

Craig founded Miller Engineering in 2003, and serves as President and Principal Engineer. He has more than 20 years experience in design, specification, operations and project management. During his employment with WVU, Craig was directly involved with approximately \$130 million in new capital construction. His experience with a wide range of projects including HVAC, electrical, plumbing, infrastructure upgrades, building automation, energy efficiency and maintenance/renovation, among others, allows him to serve in multiple capacities within a given project. Craig will serve as the “Relationship Manager” for Miller Engineering as the main design and communication interface between the Owner, the design team, contractors and end users.

Project Role: Relationship Manager – Primary Point of Contact

- *Engineer in Responsible Charge*
- *Design and Project Management of Mechanical, Electrical, Plumbing Projects*
- *Concept and Construction Design*
- *Business Operations and Financial Management Oversight*
- *Quality Assurance and Control*

Experience in Completing Similar Projects

- *Bartlett House Adaptive Renovation*
- *Berkeley Springs Bathhouse Renovation*
- *Cacapon Old Lodge HVAC Renovation Study*
- *Canaan Valley Resort Construction Administration*
- *Metropolitan Theater Renovation*
- *Pipestem State Park Plaza Locker Room and Pool HVAC Renovation*
- *Twin Falls/Hawks Nest Lodge HVAC Renovation*

Professional History

| | | |
|---------------|--------------------------|---|
| 2003- Present | Miller Engineering, Inc. | President, Relationship Manager |
| 2002-2003 | Casto Technical Services | Existing Building Services Staff Engineer |
| 2001-2002 | Uniontown Hospital | Supervisor of Engineering |
| 1995-2001 | West Virginia University | Staff Engineer |
| 1990-1995 | BOPARC | Caretaker – Krepps Park |
| 1983-1988 | University of Charleston | Electrician/HVAC Mechanic |

Education

| | | |
|------|--------------------------|----------------------------|
| 1995 | West Virginia University | BS- Mechanical Engineering |
| 1988 | University of Charleston | BA- Mass Communications |

Licenses and Certifications

- Professional Engineer (West Virginia, Pennsylvania, Maryland, and Ohio)
- Licensed Master Plumber
- LEED-AP Certified

Miller Engineering Staff – Qualifications and Experience



Travis Taylor, PE

Experience in project management facilitates Travis’s ability to create and design constructible projects. Prior to joining the Miller Engineering team he was directly responsible for managing \$10 million in electrical construction budgets. His experiences encompass both new construction and renovation. Travis maintains professional competencies by attending seminars and continuing education classes. As lead engineer he provides HVAC, mechanical, plumbing and electrical design solutions and services for our clients. In addition, he is part of our team’s complete assessment process in both planning and MEP design through construction administration. Travis will be the backup point of contact, copied on all communication throughout the project, providing redundancy and faster, more coordinated responses.

Project Role: Lead MEP Engineer

- *Design of Mechanical, Electrical, and Plumbing Systems*
- *Constructible Materials Evaluation*
- *Site Evaluation and Mechanical System Review*
- *Submittal and RFP Review*
- *RFI Coordination, Review, and Response*
- *Construction Observation*

Experience in Completing Similar Projects

- *Bartlett House Adaptive Renovation*
- *Berkeley Springs Bathhouse Renovation*
- *Canaan Valley Resort Construction Administration*
- *Pipestem State Park Plaza Locker Room and Pool HVAC Renovation*
- *Twin Falls/Hawks Nest Lodge HVAC Renovation*

Professional History

| | | |
|--------------|--------------------------|------------------------------|
| 2011-Present | Miller Engineering, Inc. | Staff Engineer |
| 2006-2011 | Tri-County Electric, Co. | Project Manager |
| 2006-2006 | Schlumberger | Field Engineer Trainee - MWD |

Education

| | | |
|------|--------------------------|-----------------------------|
| 2006 | West Virginia University | BS – Mechanical Engineering |
|------|--------------------------|-----------------------------|

Licenses and Certifications

- Professional Engineer - State of West Virginia
- OSHA 10-hour Course: Construction Safety & Health

Miller Engineering Staff – Qualifications and Experience



Robert Angus

20 Years of maintenance, operations, and construction management precede Rob's engagement with Miller Engineering. Professional expertise of construction project management was gained as an owner of his own contracting company specializing in residential and commercial construction, electrical, plumbing, and HVAC projects. Rob's hands-on approach, common sense and valuable work history knowledge enables him to interface with construction personnel seamlessly alongside engineers and architects. He is adept at preventing and handling issues. Rob is involved at the estimation phase to allow for continuity within the project's design and construction.

Project Role: Project Construction Representative

- Construction Project Representation and Management
- Project Cost Estimation
- Submittal Review
- RFI, RFPCO Review and Response

Experience in Completing Similar Projects

- Bartlett House Adaptive Renovation
- Berkeley Springs Bathhouse Renovation
- Cacapon Old Lodge HVAC Renovation Study
- Canaan Valley Resort Construction Administration
- Metropolitan Theater Renovation

Professional History

| | | |
|---------------|--------------------------|-------------------------------------|
| 2009- Present | Miller Engineering, Inc. | Aquatic Construction Representative |
| 2000-2009 | Angus Contracting, LLC | Owner/Operator |
| 1991-2000 | BOPARC | Director of Maintenance |

Education

| | | |
|------|--|---|
| 2000 | Monongalia County Technical Education Center | Heating, Cooling, and Refrigeration Certification |
| 1996 | West Virginia University | Recreation and Parks Administration |

Licenses and Certifications

- Licensed West Virginia General Contractor
- Licensed West Virginia HVAC Contractor
- Certified HVAC Mechanic Contractor
- Licensed West Virginia Journeyman Electrician
- Licensed West Virginia Master Plumber
- OSHA 10-Hour Construction Safety & Health

Miller Engineering Staff – Qualifications and Experience



Jack Jamison

Jack brings 15 years as an electrical/building inspector and over 25 years of experience in the commercial electrical construction industry. His knowledge and experience are valuable resources to Miller's complete assessment process.

Project Role: Master Code Official

- Facility Review, Code Research, Field Observations, Issue Resolutions, and Project Evaluation

Professional History

| | | |
|---------------|---------------------------------|----------------------------------|
| 2010- Present | Miller Engineering, Inc. | Code and Construction Specialist |
| 1999-2010 | Megco Inspections | Chief Inspector |
| 1972-1998 | Jamison Electrical Construction | Master Electrician |

Education

1971 Fairmont State College, BS-Engineering Technology-Electronics

Licenses and Certifications

- Master Code Professional, IAEI Master Electrical Inspector, Class C Electrical Inspector – WV, PA, MD, & OH
- ICC Commercial Building, Building Plans, Commercial Plumbing, Residential Energy, and Accessibility Inspector/Examiner
- WV Master Electricians License
- NCPCCI-2B, 2C, 4B, 4C: Electrical & Mechanical General/Plan Review
- OSHA 30 Hour Course: General Industry
- NFPA Code Making Panel 14 – NEC 2014 Edition



Joseph Machnik

Joe has experience with AutoCAD, MEP and Revit MEP. He provides design modeling, drafting and supervised design services and construction support for Miller Engineering.

Project Role: Lead Designer

Revit/CADD Coordination of New Construction and Renovation Designs

Experience in Completing Similar Projects

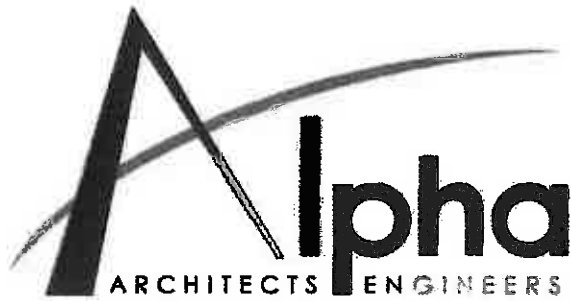
- Bartlett House Adaptive Renovation
- Cacapon Old Lodge HVAC Renovation Study

Professional History

| | | |
|----------------|--------------------------|--------------|
| 2010 – Present | Miller Engineering, Inc. | MEP Designer |
|----------------|--------------------------|--------------|

Education

- 2008 Penn State – Fayette, AS - Building Engineering Systems Technology: *Building Environmental Systems Technology*
- 2007 Penn State – Fayette, AS - Building Engineering Systems Technology: *Architectural Engineering Technology*



ALPHA RESUMES
Richard A. Colebank, PE, PS
President and COO

SUMMARY

Mr. Colebank is President and Chief Operating Officer of Alpha. He has been with Alpha Associates, Incorporated since 1985. He began his career with Alpha as a staff engineer and progressed through the ranks from Project Manager to his current position. Mr. Colebank has worked with diverse clients such as WVU, City of Morgantown, WVDOH, WVU Foundation, and the Morgantown Municipal Airport, as well as numerous other public and private clients. Since 1988, Mr. Colebank has been the Principal-In-Charge of many of the Civil Engineering projects developed at Alpha. In his current capacity, Mr. Colebank provides financial and administrative guidance for the day to day operations of the company while continuing to manage Civil Engineering Projects.



PROFILE

Broad-based responsibilities in the following areas:

- Project Management
- Business Operations and Financial Management
- Quality Assurance/Quality Control
- Civil engineering Project Management and Design
- New Business Development
- Expert Testimony and Investigation

PROFESSIONAL HIGHLIGHTS

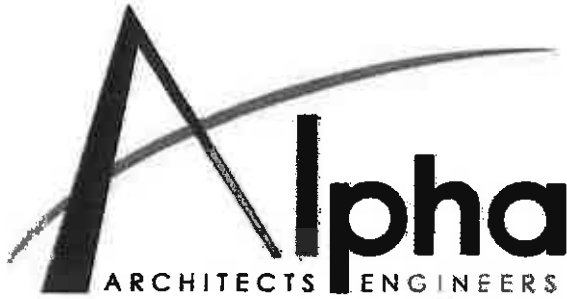
Project Manager:

- WVU Research Park; Morgantown, WV
- Federal Bureau of Prisons Hazelton Medium Security Prison
- WV Medal of Honor Recipients Plaza, Hazelton, WV
- North Fork Hughes River Recreation Facilities; Ritchie County, WV
- WVDOH 1-77 Welcome Center; Williamstown, WV
- Ices Ferry Bridge; Morgantown, WV
- Monongalia General Hospital Expansion; Morgantown, WV
- Monongalia General Hospital Access Road; Morgantown, WV
- Morgantown Municipal Airport Access Road; Morgantown, WV

Indefinite Delivery/Indefinite Quantity Contracts:

- Morgantown Municipal Airport Open End Contract
- West Virginia Division of Highways Open End Contract
- National Energy Technology Laboratories Open End Contract
- West Virginia University Open End Contract
- United States Postal Service Open End Contract

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Richard A. Colebank
304.296.8216
800.640.8216

Rick.colebank@thinkalphafirst.com



EMPLOYMENT HISTORY

| | |
|--------------|-------------------------------------|
| 1985-Current | Alpha Associates, Incorporated |
| 1983-1985 | Charles Townes and Associates, P.C. |
| 1983 | US Army Corps of Engineers |

EDUCATION

West Virginia University
Masters of Business Administration; 1999
Bachelor – Civil Engineering; 1982

QUALIFICATIONS

License: Professional Engineer: West Virginia, Maryland, Pennsylvania, Virginia

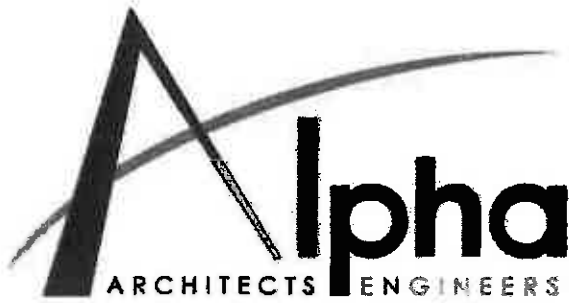
Professional Surveyor: West Virginia
Certified Private Pilot

AFFILIATIONS

- Former NSPE/PEPP Governor of WV
- ACEC/WV; Former President and National Director
- University High School Foundation; Charter Member; President
- Morgantown Area Chamber of Commerce; Past Chairman
- Monongalia County MPO Technical Advisory Committee; Member
- Morgantown Area Economic Partnership; Member
- American Red Cross, River Valley Chapter B.O.D.
- WVU College of Civil and Environmental Engineering Visiting Committee



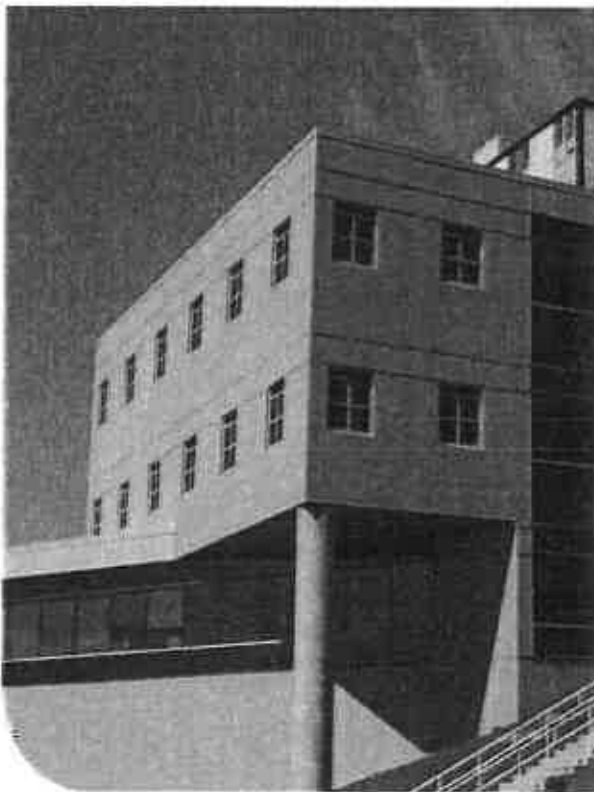
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SUMMARY

Mr. Pritts is a licensed Architect who joined the Alpha Associates, Incorporated staff in the Morgantown office in 2004. His involvement in projects in West Virginia's Eastern Panhandle facilitated his relocation to Cumberland, MD in 2008 to better serve clients in that area. In 2008 he received his LEED Accredited Professional Certification from the USGBC and Construction Document Technologist designation from the Construction Specification Institute. Mr. Pritts has become a valuable asset to Alpha Associates with broad experience in K-12 and higher educational design, commercial design and programmatic development.

ALPHA RESUMES
Thomas Pritts, AIA, LEED-AP
Associate, Architect



PROFILE

Broad-based responsibilities in the following areas:

- Architectural Design
- Programmatic Development
- Green Building Design

PROFESSIONAL HIGHLIGHTS

Higher Educational Facilities

- WVU CPASS and Student Health Building; Morgantown, WV
- Glenville State Skybox; Glenville, WV
- Potomac State College, ADA Connector Link; Keyser, WV
- Engineering Science Building, East Wing Addition, WVU
- Potomac State College, Library Façade Replacement, Keyser, WV
- Potomac State College, McKee Arts Center Plaza; Keyser, WV

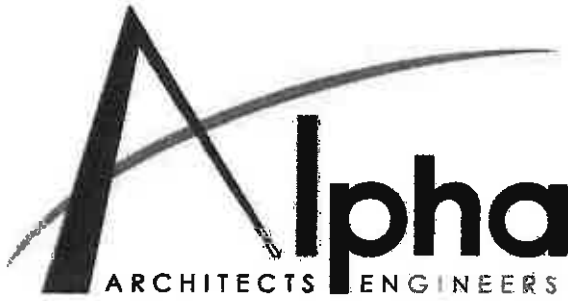
K-12 Educational Facilities:

- Huff Consolidated School; Hanover, WV
- Aurora Elementary School Addition; Preston County, WV
- Riverview High School Football Fieldhouse; McDowell County, WV
- Washington High School; Charles Town, WV
- Monongalia County Schools – School Access Safety; Morgantown, WV
- Pineville Elementary School; Wyoming County, WV

Miscellaneous:

- Harry Green Nissan; Clarksburg, WV
- Martinsburg Wastewater Treatment Plant; Martinsburg, WV
- Bavarian Inn Pool; Shepherdstown, WV
- Fairmont Federal Credit Union; Bridgeport, WV
- Clear Mountain Bank, Reedsville Branch; Reedsville, WV
- Clear Mountain Bank, Oakland Branch; Oakland, MD
- Jefferson County Emergency Operations Building; Ranson, WV
- Eastern Panhandle Transit Authority Renovation; Martinsburg, WV
- Elkins Chrysler Dodge Jeep Ram; Elkins, WV

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Thomas Pritts
304.296.8216
800.640.8216
tom.pritts@thinkalphafirst.com



EMPLOYMENT HISTORY

2004-Current Alpha Associates, Incorporated
2003-2004 Marshall Craft Associates

EDUCATION

Virginia Tech
Bachelor of Architecture; 2004

QUALIFICATIONS

License: Registered Architect: West Virginia, Maryland

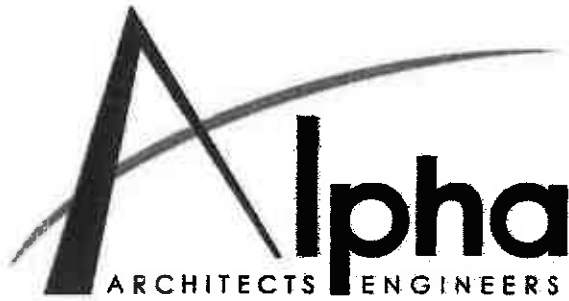
- NCARB Certified
- Leadership in Energy and Environmental Design Accredited Professional
- Construction Document Technologist
- Certified Construction Specifier

AFFILIATIONS

- American Institute of Architects
- West Virginia Society of Architects
- Autodesk User Group International
- U.S. Green Building Council
- Construction Specification Institute



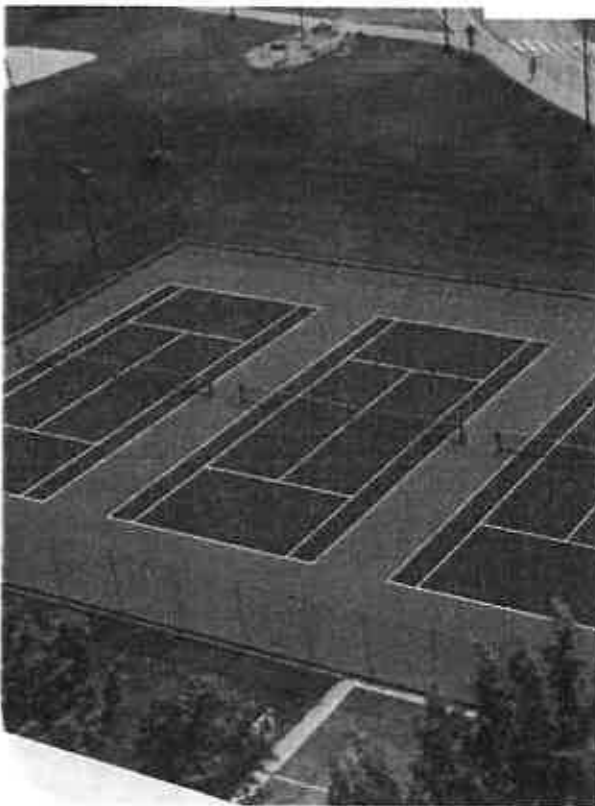
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SUMMARY

As Chief Engineer for site development and planning projects, Mr. Branch is a vital part of the design process at Alpha. His involvement spans from strictly civil engineering projects, to the design of large scale educational projects and medical facilities. Mr. Branch acts as peer review for young engineers in the firm on issues ranging from storm water management to site design. Mr. Branch is also involved in commercial and residential development design, roadway and bridge design and utilities layout.

ALPHA RESUMES
Charles Branch, PE
Principal, Civil Engineer



PROFILE

Broad-based responsibilities in the following areas:

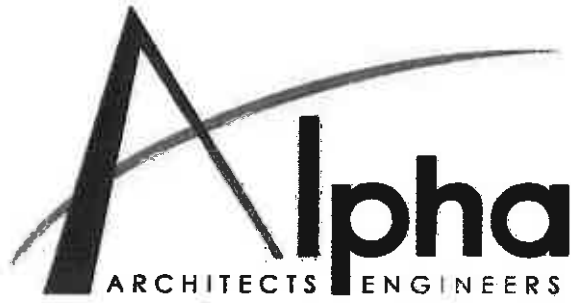
- Highway Design
- Municipal Engineering
- Wastewater Collection
- Storm Sewer System Design
- Storm Water Management
- Site Engineering
- Project Management

PROFESSIONAL HIGHLIGHTS

Civil Engineer/Project Manager:

- WVU Parking Lot 81 Renovations; Morgantown, WV
- WVU Doll's Run Burn Room; Morgantown, WV
- WVU Alumni Center Parking Lot; Morgantown, WV
- WVU Alumni Center Storm Water Management; Morgantown, WV
- WVU Evansdale Redevelopment; Morgantown, WV
- WVU Health Sciences Center Eastern Division; Martinsburg, WV
- Blackshere Bridge; Mannington, WV
- WVDOH 1-77 Welcome Center; Williamstown, WV
- WV Medal of Honor Recipients Plaza; Hazelton, WV
- Lewis County High School Bridge; Weston, WV
- Wyoming County Route 10 Relocation; Wyoming County, WV
- Fairmont Federal Credit Union; Bridgeport, WV





Charles B. Branch
304.296.8216
800.640.8216
Chuck.branch@thinkalphafirst.com



EMPLOYMENT HISTORY

1992-Current Alpha Associates, Incorporated
1988-1992 Reimer, Muegge, & Associates, Inc.

EDUCATION

West Virginia University
Bachelor – Civil Engineering; 2000
Fairmont State College
Bachelor Architectural Engineering Technology; 1988

QUALIFICATIONS

License: Professional Engineer: West Virginia

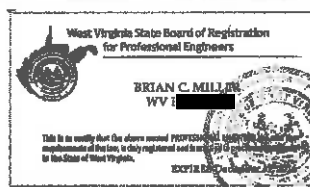
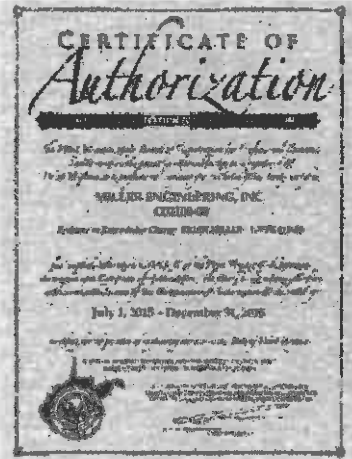
AFFILIATIONS

- WV Society of Professional Engineers
- National Society of Professional Engineers



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Staff – Certifications and Degrees Applicable to this Project



Staff – Proposed Staffing Plan

| | |
|--|--|
| Team Leader | <i>Craig Miller, PE</i> |
| Primary Point of Contact | <i>Craig Miller, PE</i> |
| Engineer in Responsible Charge | <i>Craig Miller, PE</i> |
| Pool Specialist | <i>Craig Miller, PE</i> |
| Lead MEP Engineer | <i>Travis Taylor, PE</i> |
| Project Construction Representative | <i>Robert Angus</i> |
| Master Code Official | <i>Jack Jamison</i> |
| Lead Designer | <i>Joseph Machnik</i> |
| Architectural Support | <i>Thomas Pritts, AIA, Alpha Associates</i> |
| Civil Engineering Support | <i>Charles Branch, PE, Alpha Associates</i> |

Descriptions of Past Projects Completed

| Project Name | Bartlett House | Cacapon Old Inn | Canaan Valley Resort | Pipestem McKeever Lodge | Twin Falls/Hawks Nest Lodge |
|--|--|---|--|---|--|
| Location | Morgantown, WV | Berkeley Springs, WV | Davis, WV | Pipestem, WV | Ansted, WV |
| Manager Name and Contact Info | Keri DeMasi (304) 292-0101 | Bradley S. Leslie (304) 558-2764 ext. 51826 | Bradley S. Leslie (304) 558-2764 ext. 51826 | Carolyn Mansberger (304) 558-2764 | Bradley S. Leslie (304) 558-2764 ext. 51826 |
| Type of Project | Adaptive Renovation | HVAC Renovation Study | Construction Administration | HVAC Piping Replacement | HVAC Renovation |
| Goals and Objectives – How They Were Met | <p>Goals and Objectives: Repurpose facility from apartment building to emergency housing shelter, including apartments, dorms, laundry facilities and office spaces</p> <p>How We Did It: Utilized field discovery and documentation to support MEP design; upgraded fire alarms and sprinklers to meet code requirements, while engineering design specs met ADA requirements; provided CA to support designs</p> | <p>Goals and Objectives: Evaluate options related to air conditioning the Old Lodge – comprehensive study performed</p> <p>How We Did It: Evaluated multiple rooms with spotlight on preserving historical context and need to utilize minimum-impact systems; different heating cooling systems to minimize change to existing electrical system; recommendations submitted but have not been acted upon to date</p> | <p>Goals and Objectives: Keep large project on schedule, rapidly and completely respond to contractor questions and provide CA for 3rd party MEP design</p> <p>How We Did It: Detailed construction observation minimized downtime and change orders, and CA provided technical support for problem resolution, warranty and issue support and quality evaluation</p> | <p>Goals and Objectives: Investigate existing piping, correct leaks that caused electrical service outage; phase project to minimize rooms taken out of service</p> <p>How We Did It: Designed provisions to interconnect separate boiler/chiller plants, provide power to new equipment, add motor control centers to control building loop pumps; new building controls system installed to allow plants to run at optimum efficiency</p> | <p>Goals and Objectives: Increase guest comfort while minimally impacting building façade and structure due to residency on National Register of Historic Places</p> <p>How We Did It: Changed existing hot water/cold water-based systems in lodging areas to VRF systems to increase guest comfort; designed project in only 6 weeks due to funding requirements; aggressive CA ensured on-time delivery</p> |

Descriptions of Past Projects Completed – Adaptive Renovation

Bartlett House

Morgantown, WV

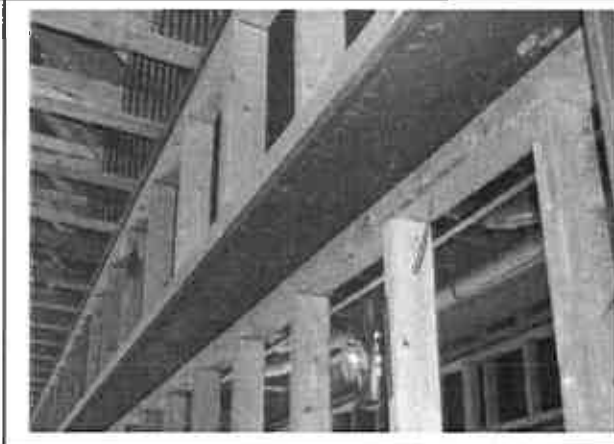
Services Provided:

- HVAC
- Electrical
- Plumbing
- Fire Alarms/Sprinklers
- Construction Administration

Estimated Budget: \$3.1M

Facility Area: 27,500 ft²

Owner: Bartlett House



The goal of the project was to repurpose the facility from an apartment building into an emergency housing shelter. The facility required outfitting the space for family apartments, temporary dorms, commercial kitchen, multi-purpose room, laundry facilities and office spaces for staff social work activities. Detailed field discovery and documentation to identify existing conditions was vital in engineering solutions that met client goals, budget and Fair Housing Act requirements. Fire alarms, sprinklers and exit signage were all upgraded to meet state code requirements for public housing, and engineering design specifications were all ensured to meet ADA requirements. Miller Engineering also provided construction administration for the renovation process to support MEP design.

Project Contact:

Keri DeMasi, Executive Director

Bartlett House

Phone: (304) 292-0101

Descriptions of Past Projects Completed – HVAC Reno Study

Cacapon Old Inn

Berkeley Springs, WV

Services Provided:

- Detailed Study
 - MEP Engineering
 - Within a historical context

Estimated Budget: \$145k

Facility Area: 12 rooms

Owner: West Virginia Division of Natural Resources



Miller Engineering, Inc. (MEI) was retained to evaluate options related to air conditioning the Old Lodge, including the rooms. We evaluated multiple options with a spotlight on preserving the historical context of the building and the need to utilize systems which would be of minimal impact. Our study included the utilization of different services for heating and cooling that strived to minimize change to the existing electrical system. The study was performed jointly for the Cacapon Community Foundation and the West Virginia Division of Natural Resources. The recommendations of the study were submitted to the owner but have not been acted upon to date.

Project Contact:

*Bradley S. Leslie, PE, Assistant Chief
State Parks Section
Phone: (304) 558-2764*

Descriptions of Past Projects Completed – Construction Admin

Canaan Valley Resort

Davis, WV

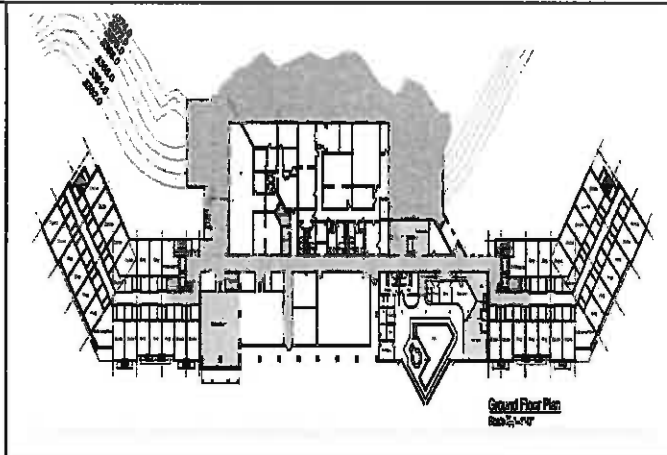
Services Provided:

- Electrical
- Plumbing
- HVAC
- Hydronic Pipe

Estimated Budget: \$30M

Facility Area: 68,000 ft²

**Owner: West Virginia Division
of Natural Resources**



Part of keeping a large project on schedule is the ability of Miller Engineering Inc. (MEI)'s staff to provide rapid and complete response to any contractor questions. MEI was brought in by the owner to provide MEP construction administration for quality assurance and 3rd party MEP design review. MEI's staff was very involved in keeping the project on schedule and in accordance with the construction documents. Detailed construction observation helps to minimize downtime and change orders. MEI's construction administration provided technical support for problem resolution throughout the project, warranty and issue support and quality of work evaluation during construction.

Project Contact:
Bradley S. Leslie, PE, Assistant Chief
State Parks Section
Phone: (304) 558-2764

Descriptions of Past Projects Completed – HVAC Piping

Pipestem McKeever Lodge

Pipestem, WV

Services Provided:

- HVAC
- Electrical
- Plumbing
- Accommodation of Existing Systems

Estimated Budget: \$1.7M

Facility Area: 63,000 ft²

Owner: West Virginia Division of Natural Resources



The original HVAC piping at McKeever Lodge had exceeded its lifespan and had been suffering from corrosion leading to multiple leaks, including one causing an electrical service outage. Miller Engineering was hired to investigate the existing piping, discovering all of the piping required replacement. As this lodge is regularly occupied for larger conferences, the project had to be phased to minimize the amount of guest rooms taken out of service at one time. MEI also designed provisions to interconnect the lodge's two separate boiler/chiller plants so one plant could operate the entire lodge at a partial capacity while the other plant was replaced and re-piped. This interconnect also allows the lodge to operate in the event of a boiler or chiller outage. Power was provided to new equipment, and motor control centers were added to control the building loop pumps. A new building controls system was installed to allow the plants to run at optimum efficiency while meeting the lodges heating and cooling needs.

Project Contact:

*Carolyn Mansberger, Project Manager
 State Parks Section
 (304) 558-2764*

Descriptions of Past Projects Completed – HVAC Renovation

Twin Falls/Hawks Nest Lodge

Ansted, WV

Services Provided:

- HVAC
- Electrical
- Plumbing

Estimated Budget: \$1.3M

Facility Area: 28,500 ft²

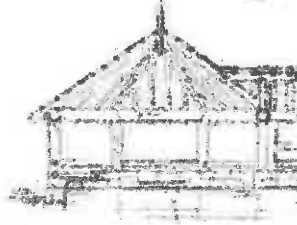
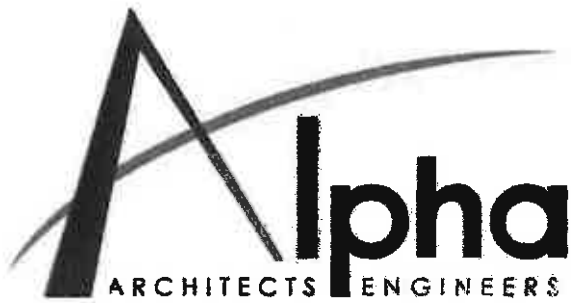
Owner: West Virginia Division of Natural Resources



A building on the National Register of Historic Places, the Hawks Nest HVAC replacement had to be accomplished with minimal impact on the building façade and structure. Primarily, we changed the existing hot water/cold water-based systems in the lodging areas to Variable Refrigerant Flow (VRF) systems, increasing guest comfort. As an ARRA/WVDOE funded project, it had an extremely short design period and delivery requirement. The construction period was shortened by 20% by the owner after bidding, making our construction administration all the more critical in delivering the project. The funding agency commented that the project was initiated by the owner “much later” than many others but finished first and completely met the requirements of the funding agency.

Project Contact:

*Bradley S. Leslie, PE, Assistant Chief
State Parks Section
(304) 558-2764 ext. 51826*



ALPHA EXPERIENCE
Picnic Pavilion | 2011

Recreation Case Study
Hawks Nest State Park Picnic Pavilion
Anstead, WV

The picnic pavilion at the Hawks Nest State Park, located off of Route 60 in Anstead, West Virginia, was established under The New Deal. The main goal of restoration was to ensure the pavilion was stabilized and to correct faulty repairs from the past. With the restoration, the park would be able to continue its tradition of hosting family reunions, outdoor weddings, and other events at the historic site. Alpha Associates, Incorporated provided plans for the park to restore the pavilion that included the repair and repainting of the stone fireplace and surround wall, cleaning existing foundation drains, clearing vegetation away from building, recapping chimney, roof repairs and waterproofing below the grade retaining wall to prevent infiltration.

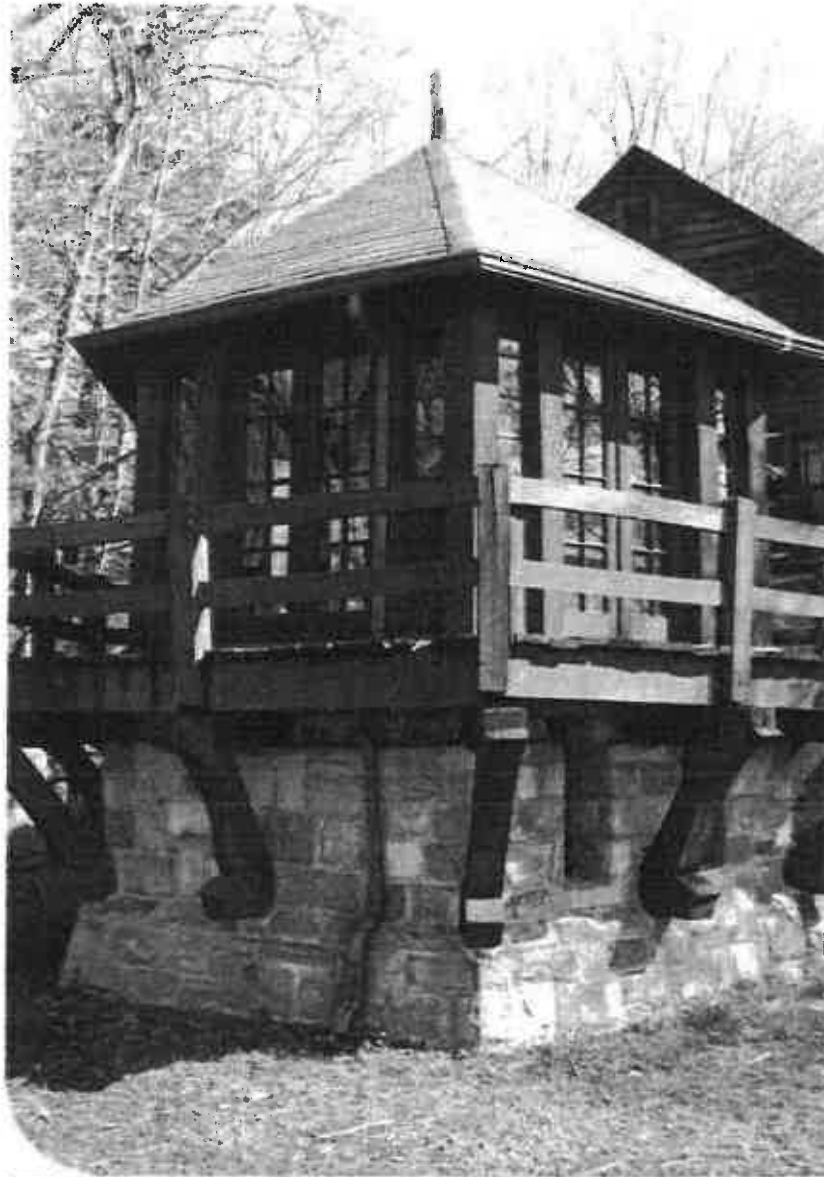
At a Glance

CLIENT: DNR Parks and Recreation
LOCATION: Anstead, WV
COMPLETION DATE: 2011

Project Contact:
Bradley S. Leslie
324 Fourth Avenue
South Charleston, WV 25303
304-558-2764



ALPHA EXPERIENCE
CCC Museum | 2011



Recreation Case Study

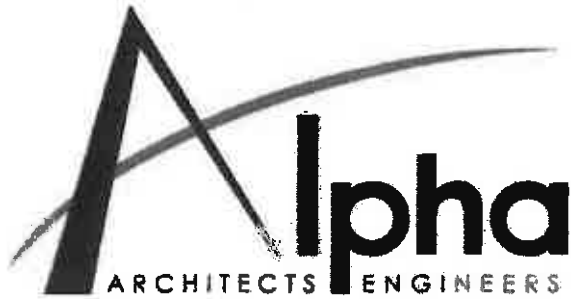
Hawks Nest State Park CCC Museum
Anstead, WV

The CCC Museum at the Hawks Nest State Park, located off of Route 60 in Anstead, West Virginia, was established under The New Deal. The museum had very simple goals: to be renovated to fit the needs of the State Park while preserving the historic exterior. The structure had signs of water damage and needed general repair and replacement. Alpha Associates, Incorporated responded with a strategy to stabilize and restore the building with repairs and replacement of doors, walls, windows, and siding along with regrading for water flow purposes to prevent any further water damage. All work was completed in compliance with the Preservation Alliance of West Virginia.

At a Glance

CLIENT: DNR Parks and Recreation
LOCATION: Anstead, WV
COMPLETION DATE: 2011

Project Contact:
Bradley S. Leslie
324 Fourth Avenue
South Charleston, WV 25303
304-558-2764



ALPHA EXPERIENCE
Women's Club of Fairmont | 2002

Historical Case Study

**Women's Club of Fairmont
Fairmont, WV**

This two-story residence was built on a bluff overlooking the Monongahela River in the early 1900s. On the National Register of Historic Buildings, the Women's Club of Fairmont has owned the building since the 1930s.

Alpha Associates, Incorporated provided architectural and engineering design services to upgrade the building in 2002. Our services included a new roof and downspouts, fireplace and chimney, and windows.

Project Contact:
Mary Jo Thomas
300 First Street
Fairmont, WV 26554
304-363-9414

**Client: Women's Club of
Fairmont**
Location: Fairmont, WV
Completion Date: 2002
Size: 6,000 SF

think  **Alpha** first.com

DNR and Similar Projects Budget Delivery History

| Project Name | Project Type | Budget | Cost | Notes |
|---------------------------------|------------------------------|-------------|-------------|--------------------|
| Bluestone State Park | Pool Replacement | \$1,000,000 | \$935,600 | On budget |
| West Virginia State Building 25 | HVAC Piping Renovation | \$650,000 | \$533,400 | On budget |
| Canaan Valley Resort | Emergency Electrical Repairs | \$225,000 | \$129,829 | On budget |
| Holly Grove Manor | Renovation | \$885,000 | N/A | On hold |
| Mapletown Jr/Sr High School | HVAC Renovation | \$1,050,000 | \$1,105,900 | 5.19% over budget |
| Pipestem – McKeever Lodge | HVAC Piping Replacement | \$1,600,000 | \$1,776,000 | 10.43% over budget |
| Tygart Lake State Park | Beach and Bathhouse | \$750,000 | \$695,000 | On budget |

= Delivered on budget/on time

DNR and Similar Projects Deadline Delivery History

| Project Name | Project Type | Contract Length | Contract Delivery | Notes |
|-----------------------------|-----------------------------|-----------------|-------------------|--|
| Blackwater Falls State Park | HVAC Upgrade | 120 days | 180 days* | *Extended 60 days due to equipment delivery issues |
| Bluestone State Park | Pool Replacement | 180 days | 180 days | Delivered on time |
| Canaan Valley Resort | Construction Administration | 3.5 years | 3.5 years | Long-term project with varying facets – no direct schedule |
| Twin Falls/Hawks Nest Lodge | HVAC Renovation | 90 days | 90 days* | *Expedited delivery |
| Mapletown Jr/Sr High School | HVAC Renovation | 180 days | 180 days | Delivered on time |
| Pipestem – McKeever Lodge | HVAC Piping Replacement | 365 days | 365 days | Delivered on time |
| Tygart Lake State Park | Beach and Bathhouse | 270 days | 270 days | Delivered on time |

Clear Procedure for Communication with the Owner

Design Phase

- Craig Miller – Main point of contact with Owner’s project manager
 - Travis Taylor, Rob Angus and Joe Machnik to be copied on all correspondences
- Travis Taylor – Backup contact with Owner’s project manager
- Travis Taylor, Rob Angus and Joe Machnik – Points of contact between Miller Engineering, Inc. (MEI) and vendors, code officials and local utilities

Estimating Phase

- Craig Miller – Main point of contact with Owner’s project manager
 - Travis Taylor and Rob Angus to be copied on all correspondences
- Rob Angus – Backup contact with Owner’s project manager
- Travis Taylor and Rob Angus – Main points of contact between MEI and vendors

Bidding Phase

- Craig Miller – Main point of contact between MEI and the Owner’s project manager
 - Travis Taylor and Rob Angus to be copied on all correspondences related to bidding

Construction Phase

- Rob Angus – Main point of contact between MEI and Owner’s project manager, vendors and contractors
- Craig Miller and Travis Taylor – Backup contacts between MEI and vendors and contractors

Warranty

- Craig Miller and Rob Angus – Main point of contact with Owner for warranty period

The preferred method of communication is written, but MEI’s staff will use verbal communication if necessary for continuing project flow. Any verbal discussions or directions will be documented in meeting minutes or memo, and distributed to all members of the project team possible affected by the conversation. To minimize project downtime and ensure there are no gaps in communication, MEI utilizes a backup system which consists of our secure network and FTP site, which will house all written correspondences. Project team members are given access to the FTP site, which also serves as a way to transmit large files electronically. This can serve to prevent downtime waiting on multiple emails or shipping hard copies.

Clear Plan to Ensure Project Can Be Constructed on Budget

Estimating Methodology

- Perform initial budgetary estimate of probable cost
- Review initial estimate with owner to determine possible changes in scope or design
- Communicate any possible cost implications of design changes with the owner and design team
 - Design changes can affect cost
- Perform estimating at each design phase and update as necessary throughout

Programming/Schematic Design

- Review the owner's operation and maintenance procedures and capabilities to ensure the system is designed to which the owner can properly maintain
 - Simpler systems cost LESS
- Review installation method requirements with local construction standards
- Discuss the short and long term impacts of any design decisions amongst both the design team and owner; document any discussions in detail for the owner to review
- When feasible, review the project with Code Officials and any Authority Having Jurisdiction (AHJ) to ensure compliance
- Explore options that may not have been originally considered; explain the positives and negatives of any option to allow the owner to make an educated decision
- Ensure the plans being set forth are constructible and within budget

Design Development

- Review any changes that may affect the owner's ability to operate and maintain the facility arising during schematic design prior to continuing with design development
- Continuously coordinate design work with all members of the design team
 - Lack of coordination is a leading cause of change order requests
- Review the MEP system vendors with the owner prior to the start of specifications
- Any changes required during design development will be communicated in writing to the owner with an explanation of potential impacts

Construction Documents/Bidding Phase

- Perform full review of the documents focusing on operation and maintenance, as well as the impact on the facility
- Develop a detailed description of outstanding issues or conflicts and resolve using a checklist methodology
- Review specifications and notes to determine if they establish an appropriate level of quality for MEP system installation
- Ensure the documents clearly define coordination amongst all trades
- During the bidding process, answer any question in writing for distribution to all bidders, ensuring answers become part of project requirements; questions are to be answered in a timely manner to prevent delays in bid submissions

Construction Phase

- Perform timely review of shop drawings and submittals to reduce the potential for a delay-based claim
- Answer RFIs in a timely manner and issue clarification drawings (CSD) as necessary; distribute CSDs to all potentially affected trades

Clear Plan to Ensure Project Can Be Constructed on Time

Schedule Awareness

- Utilize past successful comparable projects while estimating to give owner a realistic and achievable timeline
- Communicate any possible timing implications of design changes with the owner and design team
 - Design changes can affect build delivery
- Discuss with owner any long lead time items that could possibly affect schedule
 - Possibility of owner pre-purchase

Programming/Schematic Design

- Relay intent to owner and discuss possible scheduling implications due to changes
- Have reviews with code officials as early as possible to ensure compliance and reduce chances of last-minute design changes affecting schedule
- Gain understanding of owner's operations capabilities and schedules
- Explore all possibilities of creating a phased approach to minimize owner interruption

Design Development

- Constant review design to ensure constructability, preventing issues which could affect delivery
- Ensure understanding throughout MEP design team to minimize confusion and potential setbacks
- Constantly review design for compliance with decisions made during schematic phase
- Verify with vendors on possible long lead time items, change if necessary

Construction Documents/Bidding Phase

- Peer review the documents once they have reached 30% completion
- Peer review the documents once they have reached 50% completion
- Peer review the documents once they have reached 95% completion
- During the bidding process, answer any question in writing for distribution to all bidders; ensure answers become part of project requirements and answer questions in a timely manner to prevent delays in bid submissions

Construction Phase

- "Same Day" turnaround on submittals and RFIs to eliminate delay-based claims for time extension
- Perform regular site visits, both scheduled and unannounced, to ensure project is staying on schedule and proactively address time concerns
- Keep channels of communication between construction and design teams flowing uninterrupted for timely responses to questions and issues that may arise
- Perform regular progress meetings involving the owner to keep everyone abreast of schedules, issues and expectations
- Perform frequent informal punchlists during site visits so items can be addressed prior to the final punch
- Answer RFIs in a timely manner and issue clarification drawings (CSD) as necessary; distribute CSDs to all potentially affected trades

Demonstration of Competent and Acceptable Experience

MEP Engineering

- Craig Miller
 - Professional Engineer (WV, PA, MD, OH)
 - Licensed Master Plumber
 - LEED-AP Certified
 - Over 25 years relevant experience (see pg. 5)
- Travis Taylor
 - Professional Engineer (WV)
 - Managed over \$10 million in electrical construction budgets prior to MEI
- Robert Angus
 - Licensed WV HVAC Contractor
 - Licensed WV Journeyman Electrician
 - Licensed WV Master Plumber
- Joseph Machnik
 - 5 years AutoCAD MEP and Revit MEP design experience

Renovation

- Craig Miller
 - Specializes in both adaptive re-use and renovation
 - Several DNR renovation projects completed within last 5 years
 - Elementary school HVAC renovation design saved over \$50,000/year in energy costs
- Travis Taylor
 - 5 years in project management experience overseeing electrical renovations prior to joining MEI
 - Significant portion of design work is directly tied to renovations and upgrades

Construction/Contractor Administration

- Craig Miller
 - Over 25 years of construction management experience
 - MEI – Less than 0.01% change order percentage over past 8 years
- Travis Taylor
 - OSHA 10-hour Construction Safety & Health course
 - Prior project management experience (Tri-County)
- Robert Angus
 - Licensed WV General Contractor
 - OSHA 10-hour Construction Safety & Health course
 - Canaan Valley Resort Construction Administration

Client References

What our satisfied customers have to say...

"Hard working, do-whatever-it-takes, diligent team that provides excellent customer service is what you can expect from Miller Engineering."

--Chris Halterman

"As a design/build team, working with Miller Engineering, our project involving a private surgical hospital together was a success – completed ahead of schedule and on budget. Miller worked with us throughout the project to consult, engineer and inspect the mechanical systems. Craig Miller, PE and his staff are working with us again, and are very important members of our design/build team. I highly recommend their services."

--Richard J. Briggs

Busty Webber
 Director of Public Works
 City of Grafton
 214 Front St.
 Grafton, WV 26354
 (304) 265-1234
Bradley.S.Leslie@wv.gov

Kerri J. Wade, MSW
 Extension Agent - Kanawha
 County
 West Virginia University
 4700 MacCorkle Avenue, SE
 Suite 101
 Charleston, WV 25304
 304.720.9573
Kerri.Wade@mail.wvu.edu

Christopher T. Halterman
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 1201 Earl Core Rd.
 Morgantown, WV 26505
 (304) 291-9479
chalterman@dominionpost.com

Pat Sweeney
 Business Manager
 Southeastern Greene School
 District
 1000 Mapletown Rd.
 Greensboro PA 15338
 (724) 943-3052
Sweeney.pat@segsd.org

Mike Trantham
 Program Administrator Senior
 WVU Environmental Health &
 Safety
 P.O. Box 6551
 975 Rawley Avenue
 Morgantown, WV 26506
 (304) 293-5785
Mike.Trantham@mail.wvu.edu

Richard J. Briggs
 Vice President
 Lutz Briggs Schultz & Associates
 Inc.
 239 Country Club Drive
 Ellwood City, PA 16117-5007
 (724) 758-5455
lbsa@zoominternet.net

From Jonathan Miller, Mechanical Project Manager, Nitro Mechanical:

"Miller Engineering is not your average engineering company; they work with the owner AND the contractor to solve all issues that arise throughout the project to make the process as fluid as possible."

*For more information, contact Craig Miller, PE, Owner, President, Miller Engineering, Inc.
 (304) 291-2234 | 240 Scott Avenue Suite 1 Morgantown, WV 26508*



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

State of West Virginia
 Centralized Expression of Interest
 02 - Architect/Engr

Proc Folder: 145935

Doc Description: Addendum; AE Services for renovations Cacapon Old Inn

Proc Type: Central Contract - Fixed Amt

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2015-10-21 | 2015-11-10 13:30:00 | CEOI 0310 DNR1600000004 | 3 |

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

VENDOR
 Vendor Name, Address and Telephone Number:
 Miller Engineering, Inc
 240 Scott Ave. Ste 1, Morgantown, WV 26508
 304-291-2234

FOR INFORMATION CONTACT THE BUYER
 Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X  FEIN # 86108136 DATE 9 Nov 15

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.02, issued to publish and distribute the attached information to the vendor community.

CEOI

The West Virginia Purchasing Division for the Agency, The West Virginia Division of Natural Resources, Parks and recreation Division is soliciting CEOI responses from qualified firms to provide an architectural /engineering services contract for the renovations and improvements to the "Old Inn" located a Cacapon Resort State Park, Berkeley Springs, WV. per the attached CEOI specifications, and terms & conditions

| INVOICE TO | SHIP TO |
|--|---|
| DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US | SUPERINTENDENT DIVISION OF NATURAL RESOURCES CACAPON RESORT STATE PARK 818 CACAPON LODGE DR BERKELEY SPRINGS WV 25411 US |

| Line | Comm Ln Desc | Qty | Unit Issue |
|------|---------------------------|---------|------------|
| 1 | Architectural engineering | 0.00000 | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 81101508 | | | |


Extended Description :

AE Services for renovations and remodeling of Cacapon Old Inn

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.

Miller Engineering, Inc.
(Company)

 Brian Cray Miller Sr
(Authorized Signature) (Representative Name, Title)

304 291 2234 304 291 2246 9 NOV 15
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Millco Engineering Inc
Company

[Signature]
Authorized Signature

9/10/15
Date

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

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.

SOLICITATION NUMBER: CRFQ 0310 DNR1600000004

Addendum Number: No.01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Vendor submitted questions and Agency responses.

No other Changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

CEOI DNR160000004
A & E SVC's for the Cacapon Old Inn Renovations
Vendor submitted questions and Agency responses.
10/09/2015

Q.1. If selected for the interview phase – will the interview be in Charleston?

A.1. Yes, 324 4th Ave, South Charleston, WV

Q.2. If selected for the project award – will project design meeting be at the project site or in Charleston?

A.2. The initial project design meeting will be held at Cacapon on site. Subsequent meetings may be held in South Charleston.

Q.3. Should anything be written on the outside of the envelope for vendors submitting a hard copy?

A.3. The outside of your submitted Proposal should have the following information;

1. Solicitation Number: CEOI DNR160000004

2. Buyers Name: Guy Nisbet

3. Solicitation Opening date: 11/10/2015

4. Project Name: A&E SVC's for Cacapon Old Inn Renovations

Q.4. Would you please confirm that you would like one technical proposal, one cost proposal and three convenience copies as stated on page 8? Page 13 states that bids must not contain price quotations. If a cost proposal is desired, could you please provide a more detailed scope of work?

A.4. The advertised solicitation request one (1) original and three (3) convenience copies of the vendors submitted proposal. This solicitation is CEOI Central Expression of Interest. The Agency is soliciting a statement of qualifications and performance data as well as anticipated concepts and proposed methods of approach to the project. There are no price disclosures at this time as this is information gathering only at this time.

SOLICITATION NUMBER: CEOI 0310 DNR1600000004

Addendum Number: No.02

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Reissue the solicitation in its entirety, Section Three (3) Project Specifications revised.

No other Changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ATTACHMENT A

EXPRESSION OF INTEREST

Cacapon Resort State Park
Old Inn Renovations and Remodel

TABLE OF CONTENTS:

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

SECTION ONE: GENERAL INFORMATION

1. **PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division (“Purchasing Division”) is soliciting Expression(s) of Interest (“EOI” or “Bids”) for The Division of Natural Resources (“Agency”), from qualified firms to provide architectural/engineering services (“Vendors”) as defined herein.
2. **PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide necessary engineering, architectural and other related professional services to design and construct certain renovations at the Old Inn, at Cacapon Resort State Park (“Project”).

3. SCHEDULE OF EVENTS:

Release of the EOI.....09/16/2015
 Firm’s Written Questions Submission Deadline.10/09/2015 at 9:00 A.M.EST.
 Addendum Issued TBD
 Expressions of Interest Opening Date.....11/10/2015 at 1:30 P.M.EST
 Estimated Date for Interviews (wk. of?).....TBD

EXPRESSION OF INTEREST
Cacapon Resort State Park
Old Inn Renovations and Remodel

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.

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 three (3) 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: Tuesday, November 10th, 2015 at 1:30 PM. EST.

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

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

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.

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SECTION THREE: PROJECT SPECIFICATIONS

Location: Agency is located at 324 4th Ave, South Charleston, WV and the Old Inn Renovation Project will be completed Cacapon Resort State Park, 818 Cacapon Lodge Drive, Berkeley Springs 25411-3300

1. **Background:** The Division of Natural Resources operates State Park and related facilities at the above referenced locations. The Agency desires to make certain renovations and improvements to the Old Inn. The Inn is a CCC era structure first opened on July 1, 1937. It has undergone modifications in the past. Through various grants it has been undergoing significant restoration efforts in recent years. This project may include heating and cooling, interior and exterior restoration and remodeling, some minor exterior grading, furnishings and other related work.
2. **Qualifications and Experience:** Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.
 - 2.1 In addition to the above, the Vendor should provide information regarding the following:
 - a. The successful firm or team should demonstrate a clear procedure for communication with the owner during all phases of the project.
 - b. The successful firm or team should demonstrate a history of projects that met the owner's budget and a clear plan to ensure this project can be constructed within the project budget. This plan should be described in detail.
 - c. The successful firm or team should demonstrate a history of projects that have been constructed in the time allotted in the contract documents and a clear plan to ensure this project will be constructed within the agreed construction period. This plan should be described in detail.

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- d. The successful firm or team should demonstrate competent and acceptable experience in all expected professional disciplines necessary for the design and completion of the project.

3. Project and Goals: The project goals and objectives are:

- 3.1. Goal/Objective 1:** Review existing plans and conditions as well as the operation of the park and evaluate while communicating effectively with the owner to determine a plan that can be implemented in a manner that will minimize disruption to concurrent operation of the facility and meet all objectives.
- 3.2. Goal/Objective 2:** As a portion of this process outlined in Objective 1, provide all necessary services to design the facilities described in this EOI in a manner that is consistent with The Division of Natural Resources needs, objectives, current law, and current code; while following the plan to design and execute the project within the project budget.
- 3.3. Goal/Objective 3:** Provide Construction Contract Administration Services with competent professionals that ensures the project is constructed and functions as designed.

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

5.1. Materials and Information Required at Oral Presentation:

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

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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 the conduct discussions regarding anticipated concepts and the proposed methods of approach to the assignment.
 - 3.3.3. rank in order of preference no less than three professional firms deemed to be

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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 | 40 Points Possible |
| • Approach and methodology for meeting Goals and Objectives | 40 Points Possible |
| • Oral Interview | <u>20 Points Possible</u> |
| Total | 100 Points |

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

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

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

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

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

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
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 \$1,000,000 _____ or more.
- Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.
- Professional Liability Insurance in the amount of \$1,000,000 or more.
- Automobile Liability Insurance: \$ 1,000,000.00 combined single limit.
- Workers Compensation: WV Statutory requirements including 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:** 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.