



Architects • Engineers • Surveyors

Expression of Interest:

*West Virginia Army National Guard
Sullivan Tract Master Plan Design Services*

State of West Virginia Centralized Expression of Interest - Solicitation # 0603 ADJ1700000005

02/14/17 11:45:16
WV Purchasing Division

www.PickeringUSA.com



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: 291723

Doc Description: Sullivan Tract Master Plan Design Services Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-01-18	2017-02-14 13:30:00	CEOI 0603 ADJ1700000005	1

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

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

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

ADDITIONAL INFORMATION:

Expression of Interest

The West Virginia Purchasing Division is soliciting Expression of Interest for the Agency, The West Virginia Army National Guard Construction and Facilities Management Office from qualified firms to provide architectural/engineering and other professional services for the development of a Master Plan for the Sullivan Tract property near Beaver, WV, as defined herein.

* Online submissions are prohibited for Expression of Interest solicitation responses.*

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue
1	Sullivan Tract EOI Design Services		

Comm Code	Manufacturer	Specification	Model #
81101508			

Extended Description :

Professional engineering design services to develop construction documents to provide a master plan for the Sullivan Tract, located near Beaver, WV, per the attached documentation.

ADJ170000005	Document Phase Draft	Document Description Sullivan Tract Master Plan Design Services Project	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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Sullivan Tract Master Plan and Entrance, Infrastructure & Building Design

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SECTION ONE: GENERAL INFORMATION

- 1. PURPOSE:** The Acquisition and Contract Administration Section of the Purchasing Division ("Purchasing Division") is soliciting Expression(s) of Interest ("EOI" or "Bids") for the West Virginia Army National Guard Construction and Facilities Management Office ("Agency"), from qualified firms to provide architectural/engineering services ("Vendors") as defined herein.
- 2. PROJECT:** The mission or purpose of the project for which bids are being solicited is to provide architectural and engineering design services for the Sullivan Tract property near Beaver, WV. The Sullivan Tract is a 230 acre tract of land currently utilized for livestock agriculture. The site is a pre-1977 SMCRA (Surface Mining Control and Reclamation Act) surface mine development for which the land owner is donating approximately 10 acres for development by the West Virginia Army National Guard. The selected vendor is to provide for the development of a master plan for this property that is intended to be a business/industrial park which will include multiple options for entrance, including existing state/county/local roads, proposed state/county/local roads and a possible new interstate interchange, utility and road infrastructure for the property and the placement of a 25,000-100,000 Square Foot building with parking lot. ("Project").

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3. SCHEDULE OF EVENTS:

Release of the EOI.....01/18/2017
Firm's Written Questions Submission Deadline.02/06/2017 at 9:00 AM. EST.
Addendum IssuedTBD
Expressions of Interest Opening Date.....02/14/2017 at 1:30 PM. EST.
Estimated Date for Interviews (wk. of?).....TBD

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SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on the next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

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

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

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

Question Submission Deadline: February 6th, 2017 at 9:00 AM. EST.

Submit Questions to: Jessica S. Chambers, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Jessica.S.Chambers@WV.Gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
 Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

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

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

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

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

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

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

Bid Opening Date and Time: February 14th, 2017 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.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules § 148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

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

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

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

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

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

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

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

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

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Sullivan Tract Master Plan and Entrance, Infrastructure & Building Design

SECTION THREE: PROJECT SPECIFICATIONS

1. Location: Agency is located at WVARNG, Joint Forces Headquarters, Construction and Facilities Management Office, 1707 Coonskin Drive, Charleston, WV 25311 and the Project will be completed at the Sullivan Tract property, located near Beaver, West Virginia.

2. Background: The Owner is seeking the services of a qualified professional architectural/engineering firm to design and develop a master plan to account for multiple access routes, utilities and infrastructure that would be necessary for a business/industrial park as indicated in section 4.1 below.

Additionally, construction documents are to provide for the addition of access route(s), utility and road infrastructure and a 25,000 to 100,000 SF building to the previously mentioned property as indicated in sections 4.2, 4.3 and 4.4 below.

3. Qualifications and Experience: Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.

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

4.1. Provide for the development of a master plan for the property that is intended to be a business/industrial park which will include multiple options for entrance including existing state/county/local roads, proposed state/county/local roads and a possible new interstate interchange, utility and road infrastructure for the property and building placement.

4.2. Develop drawings and specifications for the construction of the chosen proposed entrance route(s) for the purpose of advertising and awarding construction contract(s).

4.3. Provide drawings and specifications for the construction of any necessary utility/road infrastructure as needed and as directed by the owner and/or state agency, utility company or other utility approval authority for the Sullivan Tract property located near Beaver, West Virginia, in addition provide drawings and

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specifications for the construction of a 25,000 to 100,000 SF building with a parking lot as needed and as directed by the owner for the purpose of advertising and awarding construction contract(s).

- 4.4. Preparation of the definitive design including preparation of all preliminary and final working drawings, specifications, detailed cost estimates, bidding and construction schedules, and assistance in surveying, analyzing and evaluating bids or proposals for construction.
 - 4.5. Perform review and approval of samples and/or shop drawings, preparation of change orders and detailed cost estimates, evaluation of supplier's change order proposals and recommendations for negotiation, and preparation of record drawings (reproducible) showing construction work as actually accomplished (as-built drawings). These services also include presiding over the required construction meetings and preparing construction progress and forecast reports.
 - 4.6. Construction Administration Services may also be a part of this contract depending on the availability of funds.
5. **Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the EOI process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this EOI. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:
- 5.1. **Materials and Information Required at Oral Presentation:**
The format for the interviews will be a 30-45 minute Power-Point presentation consisting, at a minimum, of the following:
 - Corporation / Personnel experience as it relates to the project(s)
 - Proposed project management plan
 - Key personnel available for the proposed work
 - Proposed subcontractors
 - Product quality control
 - Project cost control

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SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOI's should be prepared simply and economically, providing a straightforward, concise description of firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation. Electronic responses to EOI's are no longer allowed through the WV Oasis system, so vendors are asked to provide at least 3 convenience copies of their submission in response to the EOI.
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.

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- 3.3.3.** Rank in order of preference no less than three professional firms deemed to be the most highly qualified to provide the services required, and shall commence scope of service and price negotiations with the highest qualified professional firm.
- 3.3.4.** Should the agency be unable to negotiate a satisfactory contract with the professional firm considered to be the most qualified, at a fee determined to be fair and reasonable, price negotiations with the firm of second choice shall commence. Failing accord with the second most qualified professional firm, the committee shall undertake price negotiations with the third most qualified professional firm.
- 3.3.5.** Should the agency be unable to negotiate a satisfactory contract with any of the selected professional firms, it shall select additional professional firms in order of their competence and qualifications and it shall continue negotiations in accordance with this section until an agreement is reached.

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

- Qualifications and experience (50) Points Possible
- Approach and methodology for meeting Goals and Objectives (30) Points Possible
- Oral interview (20) Points Possible

Total 100

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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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____
award and extends for a period of three (3) 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 four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed forty-eight (48) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

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

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

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

Other: See attached.

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

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

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

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$500,000.00

Automobile Liability Insurance in at least an amount of: \$1,000,000.00

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

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

Cyber Liability Insurance in an amount of:

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

Professional Liability Insurance: \$1,000,000.00

WV Statutory requirement (WV Code 23-4-2 Mandolidis Coverage)

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

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

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

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

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

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

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

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

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

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

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

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

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

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

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

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

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 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.

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

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

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

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

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

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

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

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

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

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

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

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

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


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.

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

DAVID BOGGS, VP of OPERATIONS
 (Name, Title)
DAVID A. BOGGS, VP of OPERATIONS
 (Printed Name and Title)
11283 EMERSON AVE., PARKERSBURG WV 26104
 (Address)
304-464-5305 / 304-464-4428
 (Phone Number) / (Fax Number)
dboggs@pickeringusa.com
 (email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

PICKERIN ASSOCIATES
 (Company)
 VP of OPERATIONS
 (Authorized Signature) (Representative Name, Title)
DAVID A. BOGGS
 (Printed Name and Title of Authorized Representative)
2/14/17
 (Date)
304-464-5305 / 304-464-4428
 (Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

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

Company

Authorized Signature

Date

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

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: PICKERING ASSOCIATES

Authorized Signature: [Signature] A. B. Date: 2/14/17

State of WEST VIRGINIA

County of WOOD, to-wit:

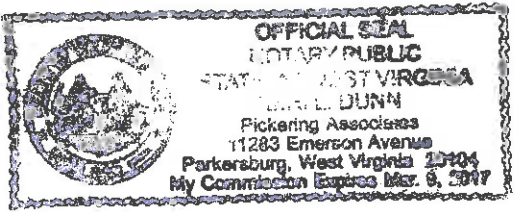
Taken, subscribed, and sworn to before me this 14 day of FEBRUARY, 20 17

My Commission expires MARCH 9, 20 17

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 08/01/2015)





Architects • Engineers • Surveyors

Expression of Interest:

*West Virginia Army National Guard
Sullivan Tract Master Plan Design Services*

State of West Virginia Centralized Expression of Interest - Solicitation # 0603 ADJ1700000005

www.PickeringUSA.com

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



Dear Review Committee:

Pickering Associates is pleased to have the opportunity to submit this proposal for providing Architectural/Engineering services for the Sullivan Tract Master Plan Design Services Project. We feel confident our design team is uniquely qualified to provide design services for this project.

We have enclosed our proposal outlining our technical expertise, management, staff capabilities and experience for providing high quality engineering and architectural services. Our approach will offer advantages in methodology and delivery, which will elevate the success of your project both now and for years to come. Our firm is capable of providing full architectural and engineering services in house to complete the scope of your project and has had the opportunity to provide full architectural and engineering services to multiple governmental agencies throughout our history.

You will see that team work is the spirit and foundation of our organization. We acknowledge the importance of a quick turn-around and excellent quality services which our administrative procedures, overall organization and depth of experience are posed to provide you. In addition, you will see from our resumes and company experience, we are uniquely qualified to offer the professional services required and to ensure that your project becomes a reality.

Some challenges that can occur with these types of projects can come from multiple sources but most will stem from the uniqueness of each building and the conditions found in each. Through the years, Pickering has taken pride in finding unique solutions to some of the most challenging problems. From a very short delivery/need based schedule for emergency work to limited and stretched budgets/funds. You will find a growing list of repeat clients who come back to Pickering because of the importance we place on each and every job we work on as well as our focus on the client's needs.

Another challenge can come from multiple design firms on one project. With Pickering, our company can provide full services in all areas of architecture and engineering without stepping foot outside our company. Each project/client gets assigned a project lead who handles all coordination within our organization. This structure removes the traditional deflection of responsibility when an issue arises and gives the client as well as the project lead a direct understanding of roles and responsibility on the project.

We look forward to personally discussing our qualifications to complete this project on time, within budget and exceeding the standards of any firm you may have worked with previously.

Should you have any questions regarding this proposal, please do not hesitate to contact us.

Respectfully submitted,

Charles Keefer, AIA
Charleston Branch Manager
304.345.1811 x4002
ckeefer@pickeringusa.com
www.PickeringUSA.com



Management and Staffing

Charleston

318 Lee Street W.
Charleston, WV 25302
(P) 304.345.1811
(F) 304.345.1813

Parkersburg

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

Marietta

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

Athens

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

www.PickeringUSA.com



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

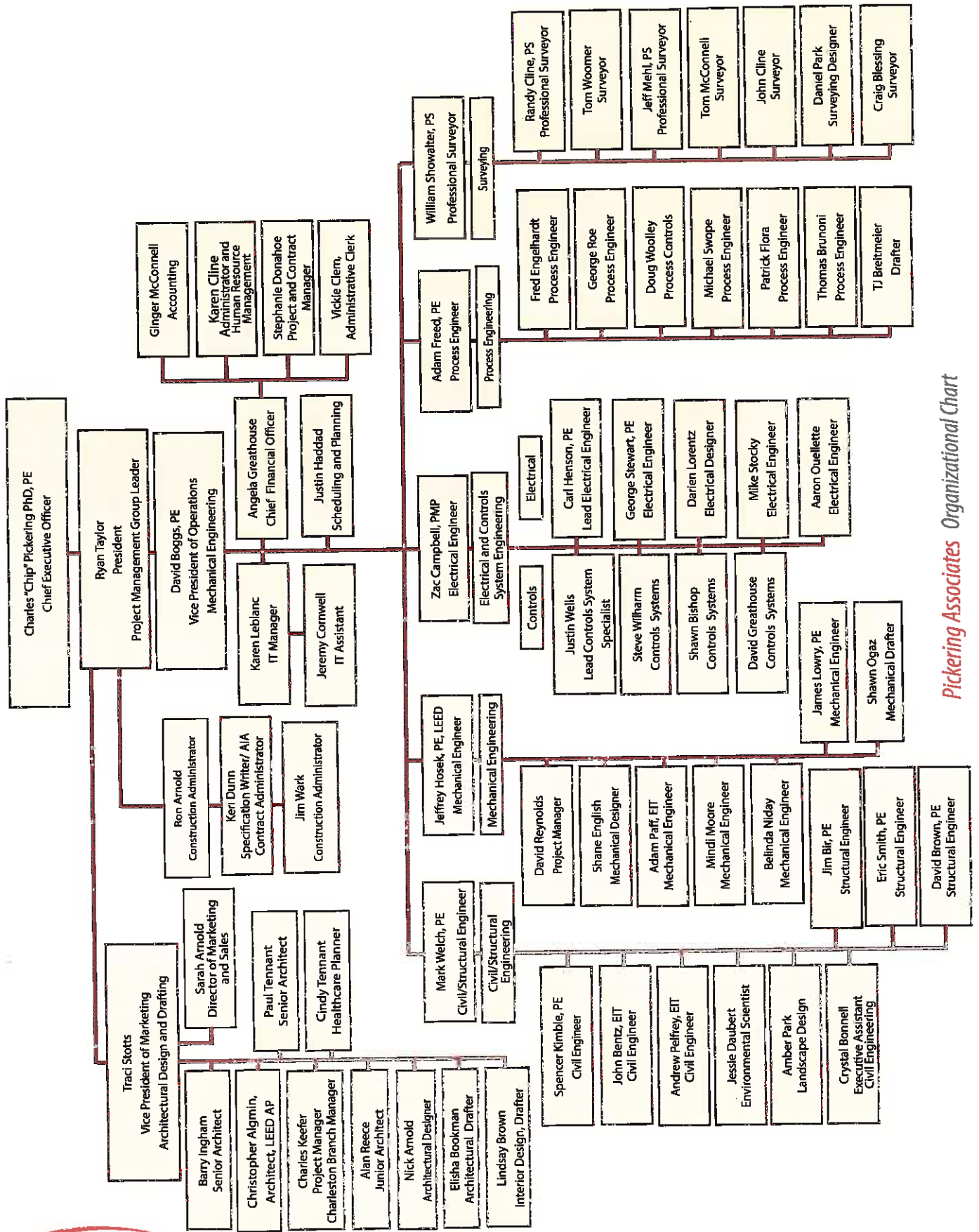
Our architectural, engineering and surveying firm consists of an exceptional balance of experience and the desire to provide our customers with a quality product at a fair price. Our highly qualified staff includes licensed professional engineers, professional surveyors, licensed architects, designers,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

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

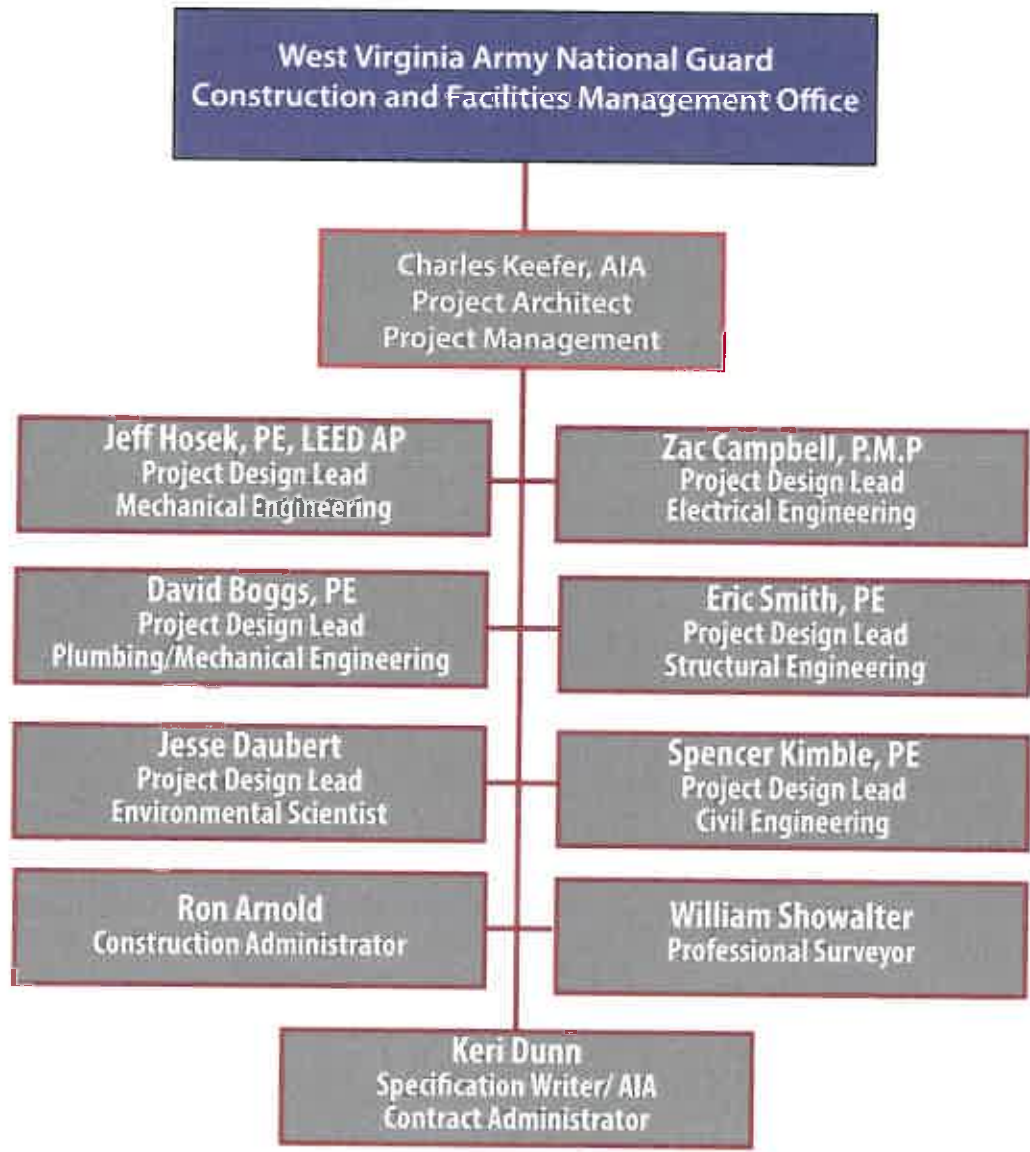
Our broad client base is representative of the area and includes education, healthcare, retail, utilities, municipal, chemicals and plastics, metals, and power generation among others. The types of projects we provide range from conceptualization and construction estimates to full turn-key design including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

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





Pickering Associates Organizational Chart



Project Team Pickering Associates





Technical Expertise



Charles Keefer, AIA

Position/Title

Architect,
Charleston Branch Manager

Duties

Architect and Project Manager

Education

Virginia Polytechnic Institute and State University
B.A., Architecture

Licenses

Professional Architect WV, OH, and PA

*Study nature, love nature, stay close
to nature. It will never fail you.*

Frank Lloyd Wright

Lead Architect and Construction Administrator for Kanawha County Sheriff Office Renovations in Charleston, WV. Provided design and construction administration for renovations to two existing buildings to accommodate the Kanawha County Sheriff's Department and the Kanawha County Prosecuting Attorney's Office. Overall project cost was \$7.2 million.

Lead Architect and Construction Administrator for Fire, Crash and Rescue Station at Yeager Airport in Charleston, WV. Provided design and construction administration for 20,000 SQ FT response and command station that includes 12 apparatus bays, living areas, full kitchen and dorms as well as the main communications for the Guard's responsive units.

Lead Architect and Construction Administrator for the Kanawha County Public Safety Annex in Downtown Charleston, WV. Worked with the Clients through all phases of design and construction for this project, including construction oversight. Project programming consisted of two buildings and included multiple staff offices, a main lobby area, four large meeting rooms, a mock trial room for training, breakroom, toilets, high security evidence storage for the County Sheriff, a processing and holding center, vehicle storage for the County's rescue equipment including a boat and SWAT vehicle, two high security vehicle bays, a driving and gun training simulator, and miscellaneous support spaces. The project was approximately \$10M in construction costs.

Lead Architect for the Boone County Courthouse Annex in Madison, WV. This project consisted of a new four-story addition to the existing courthouse structure. Programming included a main entrance lobby, two family courtrooms, office suites for judges, miscellaneous staff offices, County Sheriff offices, offices for the County Commission, storage facilities, and various support spaces. Project cost approximately \$3.5M.

Lead Architect and Construction Administrator for the Kanawha County Family Court Renovations. Project renovations included a total building renovation for the existing facility. New spaces included three courtrooms, three family court office suites, new restrooms and various support spaces. Also included in the project scope were updates and renovations to the existing main lobby area. Charles provided design, project management, and construction oversight for the project. Project costs approximately \$500K.

Lead Architect and Construction Administrator for the Putnam County 911 Center in Winfield, WV. This \$4.5M project consisted of a new one-story building for EMS and 911 operations for Putnam County. The EMS section consisted of various staff offices, sleeping quarters, living areas, shower and toilet rooms, smaller meeting rooms, a kitchen, and various support spaces. The 911 portion of the building contained a 911 call center area, director office, assistant director office, head of call center office, miscellaneous work rooms, breakroom, and a large, flexible training facility with state-of-the-art technology to accommodate multiple uses. Project cost approximately \$4.5 million.

Lead Architect and Construction Administrator for Full Facade and Interior Restoration and Renovation in Historic Chestnut Hill in Philadelphia, PA. Project included underpinning the basement level to create a useable storage space for the retail store which was 5,500 sq. ft. Entire interior was gutted and restored and included interior updates for code requirements for the row apartments located above the retail space. Served as the Architect of Record and the Owner's Representative.

Lead Architect for 70,000 SF Innovation Center in Charleston, WV. Providing design and construction administration for the new Russell & Martha Wehrle Innovation Center for the University of Charleston. The new facility will house the first-class intercollegiate athletic facility for basketball and volleyball as well as an Innovation Hub for inspiring and fostering entrepreneurialism among students, faculty and community residents. Total project cost is estimated to be \$15.5 million.



Jeffrey D. Hosek, P.E.

Position/Title

Mechanical Engineer
LEED Project Engineer
Mechanical Engineering Department Manager

Duties

Mechanical Engineer

Education

University of Akron
B.S., Mechanical Engineering

Dr. Seuss

Licenses

Professional Engineer WV, OH, KY, PA

*Sometimes the questions are
complicated and the answers
are simple.*

Lead Mechanical Engineer for Emergency Department Consolidation and Patient Room Expansion project. Project scope includes providing design and engineering for the steam connection to the existing heating plant on the south tower with an underground feed to the new facility, coordinating heating tie-in, provide design and engineering for the heating piping distribution, provide design and engineering for the building's new chiller plant and piping distribution, provide design and engineering for the building's air moving equipment and distribution, provide design and engineering for the installation of miscellaneous equipment for the new floor plan arrangements.

Mechanical Engineer of record for the conversion of a multi-unit HVAC system into a more efficient single unit system at the Caperton Center on the campus of West Virginia University at Parkersburg. Added additional zones to allow for additional user control of set points.

Mechanical Engineer for a new FBI field office in Cleveland, Ohio. Energy efficient equipment and significant sound attenuation materials were used in this four-story building.

Lead Mechanical Engineer and Project Manager for OR Chilled Water project at Cabell-Huntington Hospital. Provided design options for reducing the levels of acceptable ranges, and implemented installing another chiller in series and replacing fan and coil components of the existing operating room air handling units.

Lead Mechanical Engineer for a new 5,400 SF medical office building located in Belpre, Ohio. This office is a satellite office for a previous client who wished to expand services. The new building is home to an Osteoporosis Clinic and DXA scanning suite which are capable of operating independently of each other.

Lead Mechanical Engineer for Fifth Floor Medical/Surgical Nursing Unit Renovations. Project included removing two P-TAC units from each of the patient rooms on the north wing of the project area and replace with a 4-pipe heating-cooling unit in the ceiling space and new chilled and steam piping routed from the mechanical penthouse. Control for the units was connected to the existing facility automation system.

Lead Mechanical Engineer for a new Healthsouth suite on the fourth floor of the main hospital. Project included re-routing existing portions of the supply, return and exhaust ductwork and modify/ install new as necessary for the renovated spaces. Project also included relocated air devices and thermostats.

Lead Mechanical Engineer for the renovation of the first floor for Nursing and Dialysis. Project included design of new system for isolation rooms, re-routing existing portions of the supply, return and exhaust ductwork and modify/install new as necessary for the renovated spaces. Project also included relocated air devices and thermostats.

Lead Mechanical Engineer for the renovation of First East. Project included the renovation of over 11,000 SF of existing space on the first floor of the main hospital. Design included a medical/surgical nursing unit, dialysis and isolation area. The isolation rooms each required separate HEPA filter systems among other precautionary steps.

LEED project manager for converting a downtown Columbus, Ohio fire station into a local family health center. Replaced existing mechanical and electrical systems with updated energy-efficient systems. Existing equipment was recycled to limit construction waste and utilized local and regional materials to comply with LEED requirements.

Prepared plans for new VAV indoor steam and chilled water air handler with humidification for new surgery rooms. Reworked existing piping and ductwork to work with floor plan revisions.

Project Manager and Mechanical Engineer for Olentangy School District in Columbus, Ohio for three new elementary schools, one new middle school and one new high school. Design included hot water heating system with DX indoor air handlers.



Zac A. Campbell, P.M.P.

Position/Title

*Electrical Engineer,
Electrical and Controls System Engineering
Department Manager*

Duties

Electrical Engineering

Education

*Fairmont State University
B.S., Electrical Engineering and Technology
Marshall University,
M.S., Engineering Management*

Licenses

*Project Management Professional,
Project Management Institute*

*The difference between the
possible and the impossible lies
in a person's determination.*

Tommy Lasorda

Lead Electrical Engineer for new Emergency Department Consolidation and Patient Room Expansion project.

Project scope includes providing design and engineering for the electrical connection to the existing 15kV Mon Power switch tap and the installations of the new medium voltage underground feed to the new facility electrical room, providing design and engineering for the building's electrical distribution system to meet the expectations of the new electrical loads, providing design and engineering for the installation of new receptacles, light fixtures, light switches, electrical equipment for the new floor plan arrangements, providing design and engineering for the life safety requirements, emergency power requirements, and emergency lighting requirements for the new floor plan arrangements, etc.

Electrical Engineer for the renovation of HVAC system in a campus building in Athens, Ohio. Project included replacement of air handling unit motors and specifying wiring of new Variable Frequency Drives.

Electrical Engineer for a new medical office building located in Belpre, Ohio. Project included new receptacles, light fixtures, life safety, emergency power and lighting, fire alarm detection, and telecommunication. Extensive coordination was required for the specialized scanning equipment.

Electrical Engineer for OB and Pediatric department renovations. Project included new receptacles, light fixtures, life safety, emergency power and lighting, fire alarm detection, telecommunication, nurse call and facility paging to fit the new floor plan.

Electrical Engineer for Fifth Floor Medical/Surgical Nursing Unit Renovations. Project included new receptacles, light fixtures, life safety, emergency power and lighting, fire alarm detection, telecommunication, nurse call and facility paging to fit the new floor plan.

Electrical Engineer for Third Floor Medical/Surgical Nursing Unit Renovations. Project included new receptacles, light fixtures, life safety, emergency power and lighting, fire alarm detection, telecommunication, nurse call and facility paging to fit the new floor plan.

Electrical Engineer for an emergency room, fast-track, and central registration renovation project. Project included new receptacles, light fixtures, life safety, emergency power and lighting, fire alarm detection, telecommunication, nurse call and facility paging to fit the new floor plan.

Electrical Engineer for the design and construction administration of a new 1200A, 480V electrical service and electrical distribution system in an existing building in Downtown Parkersburg, WV for West Virginia University at Parkersburg's new Downtown Center. The project includes a new main panel and subpanels throughout the building for future building loads.

Electrical Engineer for the relocation of three cardiac catheterization laboratories. Project consisted of three new cath labs, adjacent control rooms, equipment rooms, special procedure bays, echo room, stress testing room and various support spaces.

Electrical Engineer for the installation of two (2) uninterruptable power supplies for the main operating rooms and the ambulatory surgery rooms at Marietta Memorial Hospital.

Electrical Engineer for the Fourth Floor Acute Care Unit Renovations. Project included renovations to approximately 19,600 SF of the fourth floor at the north tower and east/west wings of the main building at the Memorial Campus. The area was renovated to accommodate 33 private acute care patient rooms, 10% of which are ADA compliant. The project also included provisions for nurse stations, clean utility, soiled utility, nourishment, medication rooms, storage rooms, central bathing facilities, offices, staff locker rooms, and various other support spaces as required by the functional program.



David A. Boggs, P.E.

Position/Title

*Senior Mechanical Engineer, Plumbing Engineer
Vice President of Operations*

Duties

Mechanical and Plumbing Engineer

Education

*Viginia Tech,
B.S., Mechanical Engineering
Marshall University,
M.S., Engineering Management*

Licenses

Professional Engineer WV, OH

*Determine that the thing can
and shall be done, and then we
shall find the way.*

Abraham Lincoln

Lead Plumbing Engineer and Mechanical Engineer for Emergency Department Consolidation and Patient Room Expansion project. Plumbing and mechanical scope included review existing conditions for medical gas tie-ins to existing systems in South Tower, reviewing and evaluating water source requirements for proposed addition with CCMC Engineering Department, reviewing existing drawings and work to determining underground sanitary tie-in location, providing design and engineering for the medical gas distribution systems for the expansion, etc.

Mechanical/Plumbing Engineer of record for new \$7MM medical office facility in Parkersburg, West Virginia. Building was designed for multiple HVAC zones to reflect tenant separation requirements of the building owner. Tenant design was based on Pharmacy, prosthetic laboratory, medical offices and a restaurant. Common restrooms, private bathrooms, and exam room sinks comprised the plumbing system design requirements.

Mechanical Engineer of record for a \$1MM medical/dental office facility in Parkersburg, West Virginia. Design included packaged HVAC systems with multiple zones and facility exhaust systems. Plumbing design included dental vacuum and air systems as well as domestic water distribution systems for building tenants, including tenant restroom requirements to meet code requirements.

Plumbing Engineer of record for a new 5,400 SF medical office building located in Belpre, Ohio. Design included domestic water distribution system for exam room sinks and facility restrooms as well as sanitary and storm water drain, waste vent system design all in within the state plumbing code requirements.

Plumbing Engineer of record for the renovation of first floor patient rooms and dialysis center for a hospital facility in Parkersburg, WV. Project design included 18 private patient room bathrooms four with ante room lavatories and ADA accessibility, all equipped with a shower fixture. Design also included the relocation of the hospital's dialysis unit and plumbing systems, a 4 bed unit. Plumbing design for the 18 patient rooms included a new medical gas distribution system specification for the med-gas outlet headwalls.

Lead Plumbing Engineer for OB and pediatric department renovations. Project included new triage, waiting, private rooms with new enlarged toilet rooms including showers, and rework of existing tub rooms to relocate an existing pediatric tub and add a new shower.

Lead Plumbing Engineer for Fifth Floor Medical/Surgical Nursing Unit Renovations. Project included replacing/relocating fixtures for ADA compliance.

Lead Plumbing Engineer for Third Floor Medical/Surgical Nursing Unit Renovations. Project included replacing/relocating fixtures for ADA compliance in the twenty-seven patient rooms, staff rooms and various shower/tub rooms. Also replaced an existing shower room tub with a shower and designed a new shower room.

Lead Plumbing Engineer for a new Healthsouth suite on the fourth floor of the main hospital. The project included 8 private patient toilet rooms, one semi-private room with ADA accessible toilet rooms, two new shower rooms, and one bath room with tub. Project also required the addition of medical gas and relocation of existing sprinkler heads.

Lead Mechanical and Plumbing Engineer for a new 37.5 bed Behavioral Health Unit which was designed to be located in existing space on the third floor of the Main Hospital. Spaces included eighteen semi-private and one private patient room, two group therapy rooms, dining area, laundry room, shower rooms, nurses station, physicians offices, consultation area, activity area, family visitation area, support area and staff locker room.



Eric S. Smith, P.E.

Position/Title

Structural Engineer
Structural Engineering Department Manager

Duties

Civil/Structural Engineer and Project Manager

Education

West Virginia University
B.S.C.E., Civil Engineering

Licenses

Professional Engineer WV, OH

*Perfection is not attainable, but
if we chase perfection we can
catch excellence.*

Vince Lombardi

Senior Project Manager and Structural Engineer of Record for Catwalk at Ohio University. Project included the reconstruction of a deteriorated portion of the elevated concrete walk in front of Crawford Hall. Involved inspection, design and construction administration.

Senior Project Manager and Structural Engineer of Record for Catwalk at Ohio University. Project included the reconstruction of a deteriorated portion of the elevated concrete walk in front of Brown Hall. Involved inspection, design and construction administration.

Civil Engineer on several projects for the City of Marietta including the Gilman Avenue Slip, Rathbone Area Drainage Study and Storm sewer assessment, Lancaster Street improvements, Sixth Street Area Mitigation flood control, and Water Treatment Plant slip repair.

Generated detailed engineering drawings, quantities, and material estimates for bridge replacements for the following counties in Ohio: Meigs County (County Roads 1, 8, 10, 14, 22, 35, 43, 52, and 82), Morgan County (County Roads 16, 53, 62, and 66 and Township Roads 48 and 106), and Washington County (County Road 354, several Township Roads, and Veto Lake)

Reviewed drawing designed for The Point Commercial Park for Lawrence Economic Development Corporation. Responsible for foundation and column design. Modeled the structure using STAAD and performed wind load, connection, and foundation calculations.

Reviewed structural drawings for a new addition of the Holzer Clinic and evaluated adequacy of the structural members and connections.

Collected field data, created a roof model, calculated loads and generated drawings and recommendations for roof repairs at First Congregational Church.

Professional experience also includes providing accurate field notes and sketches, development of drawing layouts, details, and section drawings; providing calculations, and writing investigation and observation reports.

Extensive technical experience with civil, structural, and geospatial software packages including STAAD Pro, Presto, Enercalc, AutoCAD, AutoDesk Land Desktop, AutoDesck Civil 3D, and Topo USA.



Spencer Kimble, P.E.

Position/Title

Civil Engineer
Civil Engineering Department Manager

Duties

Civil Engineer and Project Manager

Education

West Virginia University
B.S., Civil Engineering

Licenses

Professional Engineer WV, OH

*Engineering is a form of art and has
filled the world with things of obvious
visual beauty but also subtle forms.*

Louis Brown

Civil Engineer for Phase 1 and Phase 2 of the Larry Lang First Colony Development. Phase 1 included roadway design, site development for two hotels, two restaurants and a retail store, stormwater management, landscape design, environmental permitting, and surveying.

Civil Engineer for site development of 10 acres off of Emerson Avenue. Project included roadway design, grading plans, and utility extensions.

Civil Engineer for Edison Hill Subdivision in Parkersburg, WV. Subdivision included seven houses, four townhouse buildings, a clubhouse and a playground. Project included more than 2,000 ft. of city streets and utilities. Project required team to obtain 8 different permits prior to construction; all permits were successfully obtained during design prior to the client issuing bidding drawings.

Civil Engineer for 40 acres of Marina Development in Williamstown, WV. Project included roadway design, stormwater management, environmental permitting, utility extensions and a layout for site development of a commercial complex.

Civil Engineer for a new subdivision in Marietta, OH. Work included design of new City streets, storm water drainage, public utilities, lot separations, and sediment/erosion control measures. Work also included coordinating with City officials and utility providers about the upcoming project to obtain approvals.

Civil Engineer for a new retail business in Utica, OH. Project was located within the 100 yr. flood elevation and design had to incorporate compensatory storage in conjunction with elevating the floor slab to 2 feet above the base flood elevation. Work also included grading, storm water, utility design, and coordinating with authorities.

Project Manager and Civil Engineer for over 40 horizontal drilling locations throughout WV and Ohio. Typical projects included a new access road, drill pad, production pad, above or in-ground water storage location, and sediment/erosion control measures. Work also includes coordinating with local highway departments and utility providers to obtain permission for proposed work.

Construction manager for multiple oil and gas projects throughout Ohio and West Virginia. Work includes checking for conformance of construction activities to the design drawings, holding weekly progress meetings, and handling change orders.

Civil Engineer for a new restaurant in Vienna, WV. Project was located within City limits and had to incorporate very strict storm water management practices. Design of an underground storm water retention system to capture the first 1" of rainfall. Design also included grading, site layout, utility design, and coordinating with authorities.

Lead Civil Engineer for the design of \$1.8M physical therapy administrative building on Parkersburg, West Virginia. The project was developed to consolidate all administrative services for a busy multiple office physical therapy practice. As a part of the project a large portion of square footage was dedicated to a Cross-Fit training center.

Lead Civil Engineer for the design of two medical office buildings totaling approximately 30,000 SF near the traffic circle in Parkersburg.

Civil Engineer for approximately 3,925 linear foot waterline replacement in Devola, OH. Project included close coordination with Putnam Community Water personnel to replace approximately 3,925 linear feet of existing infrastructure with 6" line, and design tie-in connections to existing water mains to remain in place. Design duties include an on-site meeting, proposed waterline alignment and profiles, on-drawing specifications, and construction-related details.



Engineering is the art of directing the great sources of power in nature for the use and convenience of man.

Thomas Iredgold

Jesse Daubert

Position/Title

Environmental Scientist

Duties

Environmental Science

Education

*Marietta College,
B.S., Environmental Science*

Certification

*Wetland Professional in Training - Society of Wetland Scientists
Certified Environmental Scientist – National Registry of Environmental Professionals
Ohio EPA Credible Data Program: Level 2 – Habitat Assessment – QHEI
Ohio EPA Credible Data Program: Level 2- Benthic Macroinvertebrate Assessment- Sample Collection, Identification and Data Evaluation*

Pickering Associates

•Phase 1 Environmental Site Assessments

- o Conduct Phase 1 Assessment in accordance with ASTM Standard Practice E1527-13

•Stream and Wetland Delineations

- o Delineate the boundaries of streams and wetlands within sites being designed for development
- o Aid Civil Engineers and the associated clients in determining project impacts to these resources and the appropriate avoidance/minimization measures to be taken

• Threatened and Endangered Species Surveys

- o Conduct surveys for potential Indiana Bat habitat and maternity roost trees
- o Develop Indiana Bat Conservation Plans

• Permitting and Consultations

- o Write and manage all activities associated with Clean Water Act Section 404 and 401 permitting including application development, submitting section 7 (threatened and endangered species) and section 106 (historical significance) consultations, and mitigation planning and assistance

• Mitigation Planning

- o Identify mitigation opportunities, construct detailed Mitigation Plans, and coordinate all required mitigation activities

• ArcGIS Cartography

- o Coordinates all GIS mapping associated within the Civil Engineering department utilizing aerial imagery, land use data, Digital Elevation Models, topography, GPS data and numerous other sources of GIS data
- o Create representations of GIS data/projects in useable formats including .pdf files, images and Google Earth data

• Environmental Due Diligence

- o Assess the environmental impact and integrity of vertical oil/gas wells
- o Conduct Phase 1 Environmental Site Assessments

• Erosion and Sediment Control Reviews

- o Review the integrity and functionality of post construction erosion and sediment control BMP's on oil/gas well pads and other construction sites

Friends of Lower Muskingum River

• Southern Watershed Action Plan

- o Through a grant from the Ohio Department of Natural Resources, developed a Watershed Action Plan that was fully endorsed by the State of Ohio
- o Assisted the Ohio EPA TMDL program in inventorying surface water resources

Related Course Work:

- Modern Biology
- Environmental Toxicology
- Field Biology Techniques
- Flowering Plants
- Environmental Impact Assessment
- Ecology
- Politics/Global Ecology
- Environmental Policy and Law
- Land Use Planning
- GIS/GPS Mapping
- Environmental Geology
- Scientific Imaging
- General Chemistry I
- General Chemistry II
- Biology Research Capstone

Training Certificates

- Ohio Department of Transportation, Office of Environmental Services – Ecological Training (February 18, 2015)
- Richard Chinn Environmental Training, Inc. – 38 Hour Army Corps of Engineers Wetland Delineation Program (July 2014)
- Ohio EPA Primary Headwater Habitat Training (May 2012)
- Ohio EPA Credible Data Program: Habitat Assessment Method Training - Level 2 QHEI (October 2011)
- Ohio EPA Credible Data Program: Biological Method Training - Level 2 Macro-invertebrate
- Ohio Watershed Academy (June 2011)





Ronald D. Arnold

Position/Title

*Senior Construction Administrator,
Estimator*

Duties

*Project Administration
Construction Estimating*

*Real success is finding your
lifework in the work that
you love.*

David McCullough

Project Manager for the design and construction of a new annex for Fire Department in Vienna WV. This project included initial client meetings to establish project scope, design team coordination, multiple client reviews, bidding, and negotiation. As with any public project, there were a multitude of statutes to be adhered to.

Construction Administrator and Project Manager for a renovation project at the Marietta City Hall Building in Marietta, OH. This project included initial client meetings to establish project scope, design team coordination, multiple client reviews, interviews with all City departments, bidding, and negotiation. As with any public project, there were a multitude of statutes to be adhered to.

Project Manager for the design and construction of a new annex for Vienna Police Department. This project included initial client meetings to establish project scope, design team coordination, multiple client reviews, bidding, and negotiation. As with any public project, there were a multitude of statutes to be adhered to.

Construction Administrator and Project Manager for a new branch library in South Parkersburg. This project included initial client meetings to establish project scope, design team coordination, multiple client reviews, interviews with all key staff, reports to all stakeholders, construction progress photography, coordination with Bostwick Design Team and the Wood County Library, and contract administration.

Construction Administrator and Project Manager for the replacement of Washington County Public Library roof. Replaced clay tile roof and tin lining. Total project cost - \$260,000. Responsibilities included specification of new roof material, bid document coordination and contractor oversight.

Project Manager for the renovation of a two story 100 year old library in Marietta, Ohio. Responsibilities included building the project estimate, coordinating and managing the project scope, budget and schedule between field operations, architect and the owner. Challenging aspects on this project included adding a dormer and third floor into the attic space, adding a mezzanine above one third of the main floor level.

Project Manager for the 2nd floor renovations and an elevator addition to the City of Vienna Senior Center in Vienna, WV. This project included initial client meetings to establish project scope, design team coordination, multiple client reviews, bidding, and negotiation. As with any public project, there were a multitude of statutes to be adhered to.

Project Manager for the historical renovation of a four story 100 year old building on a college campus in Marietta, OH. Responsibilities included building the project estimate, coordinating and managing the project scope, budget and schedule between field operations, architect and the owner. Challenging aspects on this project included value engineering to meet the client's budget, meeting the client's 7 month construction schedule, installing an elevator in the center of the building, replacing the original wood windows with new mill-built insulated glass windows utilizing the old sash weight and chain counterbalances system, reinforcing the original wood floor and roof framing, replacing all the paneled wood doors and multi member wood trim with new to match existing the profiles, all new interior finishes, complete new plumbing, HVAC, sprinkler and electrical systems.

Construction Administrator for the roof replacement at Camden Clark Medical Center. Scope included scheduling and leading pre-construction meetings with contractor and client, bi-weekly progress meetings during construction, provide weekly site visits, submittal review, RFI's, request for payments, change orders, and certificate of substantial completion. Arnold performed a thorough inspection of the jobsites and confirmed that the entire scope of the project was complete.



William B. Showalter, P.S.

Position/Title

*Professional Surveyor,
Surveying Department Manager*

Duties

Surveyor

Education

B.S., Civil Engineering

Licenses

Professional Surveyor #8376

*WV Society of Professional Surveyors, National
Society of Professional Surveyors*

*We all live under the same sky,
but we don't all have the same
horizon.*

Konrad Adenauer

Lead Surveyor on Vienna Johns Manville Acquisition. Provided boundary surveying for transfer of property, topographic surveying and utility mapping for engineering design and construction layout or control placement for construction purposes.

Lead Surveyor on First Colony Center commercial development, Marietta, OH. Boundary, and topographic survey of pre construction (existing) facilities. Construction layout of development. 15+ Acres, Cost >\$80,000, Managed office and field work.

Lead Surveyor on Jackson and 9th Street Tank Replacement. Provided boundary surveying for transfer of property, topographic surveying and utility mapping for engineering design and construction layout or control placement for construction purposes.

Lead Surveyor on City of Vienna Water Tanks Renovation Project, Vienna, WV. Boundary, and topographic survey of pre construction (existing) facilities. Preparation of construction easements. 12+ Acres, Cost >\$10,000, Managed office and field work.

Lead Surveyor for City of Marietta Green Street Widening Project. Survey of existing buried / aerial lines. Topographic survey of proposed widening area. 4000+ LF, Cost < \$7000, Performed Field work, prepared deliverables and managed office.

Lead Surveyor on 40th Street Storm Sewer Life Station In Vienna, WV. Provided boundary surveying for transfer of property, topographic surveying and utility mapping for engineering design and construction layout or control placement for construction purposes.

Lead Surveyor on 60th Street Public Works Facility in Vienna, WV. Provided boundary surveying for transfer of property, topographic surveying and utility mapping for engineering design and construction layout or control placement for construction purposes.

Lead Surveyor on the Muskingum River Force Main in Marietta, OH. Provided boundary surveying for transfer of property, topographic surveying and utility mapping for engineering design and construction layout or control placement for construction purposes.

Lead Surveyor on the Green Street Waterline Replacement in Marietta, OH. Provided boundary surveying for transfer of property, topographic surveying and utility mapping for engineering design and construction layout or control placement for construction purposes.

Lead Surveyor on the Sherry Drive Waterline Replacement in Marietta, OH. Provided boundary surveying for transfer of property, topographic surveying and utility mapping for engineering design and construction layout or control placement for construction purposes.

Lead Surveyor on the Bike Path Alignments in Marietta, OH. Provided boundary and topographic surveying, utility mapping, and managed office and field work.

Lead Surveyor for Emergency Management Mapping in St. Marys, WV. Provided boundary surveying and topographic surveying, utility mapping, and managed office and field work.

Lead Surveyor on Muskingum Drive Realignment in Marietta, OH. Provided boundary surveying for transfer of property, topographic surveying and utility mapping for engineering design and construction layout or control placement for construction purposes.





Keri L. Dunn

Position/Title

Specification Writer
AIA Contract Administrator

Duties

Specification Writer, Bid Administration
and Contract Administration

Education

Washington State Community College
A.S., Industrial Technology

*If you want to be creative in your
company, your career, your life, all it
takes is one easy step ... the extra one.*

Dale Deuten

Bidding Coordinator and Construction Contract Administrator. Bid duties include preparation of front end specifications required for procurement, addressing bidding questions, preparing addenda, receiving and tabulation of bids, and issuing letter of intent. Contract Administration duties include preparing and executing contract documents, change proposal requests, change orders, change directives, receiving bonds and insurance from contractors, processing pay applications and closeout documentation. Familiar with WV School Building Authority Requirements and various grant requirements including the American Recovery and Reinvestment Act. Projects have included:

Recent projects include:

- Roof Replacement at Parkersburg High School Field House.
- Roof Replacement at Camden Clark Medical Center.
- Roof Replacement for the Washington County Public Library.
- Facade Renovations at West Virginia University at Parkersburg's Downtown Center.
- New Elevator Installation at West Virginia University at Parkersburg's Downtown Center.
- Electrical Service and Distribution at West Virginia University at Parkersburg's Downtown Center.
- Roof Replacement at West Virginia University at Parkersburg's Downtown Center.
- Asbestos Abatement at West Virginia University at Parkersburg's Downtown Center.
- Chiller Replacement at West Virginia University at Parkersburg's main campus.
- Salt and Motorcycle Storage Building at West Virginia University at Parkersburg's main campus.
- HVAC Upgrade project at West Virginia University at Parkersburg's Caperton Center.
- Fire Alarm Upgrades at West Virginia University at Parkersburg's main campus.
- Elevator Control Modernization at West Virginia University at Parkersburg's main campus.
- New Spec Process Building in Davisville, WV - multiple prime contracts.
- New Industrial Plant in Millwood, WV - multiple prime contracts.
- Energy Saving Implementation for Wood County Commission - multiple prime contracts.
- Access Safety at all Wood County School locations.
- Structural Repairs at Wood County Board of Education.
- Brick Repairs at an elementary school for Wood Co. Schools
- Boiler Replacement at an Elementary School in Wood County, WV.
- Welding Shop Ventilation replacement at the Wood County Technical Center.
- Access Safety renovations at all Wirt County School locations.
- Access Safety renovations at several addition entrances for Wood County Schools.
- Access Safety and Main Entrance Renovations for Wood County Schools - four phases of implementation.
- Electrical Upgrades at two elementary schools for Wood County Schools.
- HVAC Renovations at the Wood County Courthouse for the Wood County Commission.
- Fifth Floor Renovations at Camden Clark Medical Center - Memorial Campus.
- Third Floor Renovations at Camden Clark Medical Center - Memorial Campus.
- Roof Replacement at the Polymer Alliance Zone in Davisville, WV.





Project Approach

Comprehensive Design

At Pickering Associates, we understand the importance of keeping the Client informed and engaged throughout the entire design and construction process. It is crucial to the project to get the Client involved early in the process along with other key stakeholders, in order to understand the needs of the facility. Our plan would be to engage the key stakeholders in regular design meetings to ensure expectations and schedules constraints are met.

Our design process will begin with **schematic design**. We feel that time spent with your staff to better understand the project, will allow us to be more efficient in completing the schematic design phase for this project and progress us to the next phase quicker than our competitors, therefore allowing us to meet your anticipated design schedule.

We always involve the authorities-having-jurisdiction during the schematic design to make certain that we address any and all concerns that they may have, thus reducing costly changes during design and/or construction. We have a close working relationship with agencies such as the West Virginia State Fire Marshal's Office and are familiar with the local and state requirements that need addressed for a wide range of projects. At the end of the schematic design phase Pickering will present rough sketches to the owner for approval. These sketches will provide the owner with the opportunity to verify that we have correctly interpreted your desired functional relationships between various activities and spaces. The sketches will also provide the client with a general indication of the exterior design and overall look of the addition. Once schematic design is complete, we will move into the design development phase for the project.

The **design development** phase is a transitional phase where the design team moves into developing the contract documents. In this phase, the architects and engineers prepare drawings and other presentation documents to crystallize the design concept and describe it in terms of architectural, electrical, mechanical, and structural systems. In addition, we will also prepare an estimate of probable construction costs so you will have a better indication of anticipated project costs. By preparing this estimate early in the design process, it will allow us to identify potential cost savings that may be required to keep the project within your anticipated budget. At the end of the design development phase, the architect will provide the client with drafted to-scale drawings that will illustrate the project as it would look when it's constructed. These drawings will specifically define the site plan, floor plans and exterior elevations. It is important that the client provide input to the architect at this time as the design development drawings are used as the basis for the construction drawings and used to further develop and refine the estimate of probable construction costs for the project.

Once the Owner has approved the design development phase, the Architect prepares detailed working drawings, thus progressing into the **construction document** phase of the project. During this time, final drawings and specifications are produced for the project. These documents will be used for bidding the project to contractors. These drawings and specifications become part of the construction contract. The construction documents will include all necessary information to ensure that the project will be constructed as conceived by the Owner and design team. Renderings and/ or a physical 3D model can also be prepared (if desired by the client) to accurately portray the final design and to use as a marketing tool.

Pickering Associates can handle the **bidding & negotiation** phase of the project with our experienced in-house construction administration team. We have systems in place that allow us to electronically distribute the bidding documents to contractors and equipment suppliers interested in bidding the project, as well as produce hard copies as required. We will assist in advertising the project for bidding purposes, answer requests for information during the bidding process, assemble addendums, schedule, conduct a pre-bid meeting, and assist the owner with bid opening and contractor evaluation.



During **construction administration** Pickering Associates can act as an agent of the owner, overseeing construction to ensure conformity to construction drawings, specifications, and standards. Pickering will assist the owner in awarding the contract, lead and coordinate weekly construction meetings, produce meeting agendas and meeting minutes, answer RFI's from contractors, review submittals, process change orders and pay applications, perform regular site visits, complete a punch list at the end of the project, and keep the owner informed throughout the entire process. This closely monitored process helps to ensure that the final project represents the intended design as indicated in the construction documents.

Consensus Building

Consensus building is essentially mediation of a conflict which involves many parties and is usually carried out by a facilitator that moves through a series of steps.

In the beginning, our facilitator or project manager identifies all of the parties who should be involved, and recruits them into the process. We propose a process and an agenda for the meeting, but allow the participants to negotiate the details of the process and agenda - giving the participants a sense of control of the process. This process builds trust between the participants and the facilitator, between the participants themselves, and with the overall process.

Defining and often re-defining the conflict is usually the next step. The project manager will get the participants to define the issues in terms of interests, which are usually negotiable, rather than positions, values, or needs, which usually are not. The project manager will then get the participants to brainstorm alternative approaches to the problem. This is typically done as a group effort, in order to develop new, mutually advantageous approaches. After the participants generate a list of alternate solutions, these alternatives are carefully examined to determine the costs and benefits of each (from each party's point of view), and any barriers to implementation are documented. Eventually, the choice is narrowed down to one approach which is modified, until all the parties at the table agree to the solution. The project manager then takes the agreement back to the owner for discussion and approval.

Cost Control

Through the development of the project scope, number of units to be designed and site evaluations, we take into consideration the budget available or targeted to assure funds are accounted for early in project development. Once a preliminary site and building footprint is defined, we take the time to develop an estimate of probable project costs and alert our clients of any differences between project budget and the anticipated project costs.

Quality of Work

While a project budget may limit the use of traditionally expensive materials, Pickering still sees the importance of using proven materials which will provide a quality project while being cost effective. Importance is always placed on areas where small amounts of upcharge can create the largest impact to the future tenants and provide an inviting environment. As professionals, we are also tasked with finding cost effective solutions which still provide the building owners with years of excellent service. While every individual project we have designed is unique, there are common design elements and materials which have proven over the years to be best suited for similar projects.

Performance Schedule

With the selection of Pickering Associates, your organization gains the full depth of our organization. All projects are scheduled out through all phases of delivery by our resource manager and the project manager, assigning the necessary resources to perform to the schedule necessary for that project and highlight major milestones long before they could become an issue. With more than 70 professionals on staff, you can be confident that Pickering Associates has the resources to meet your project schedule.

Sustainable Design

Pickering Associates is a LEED affiliated firm. We have architects and engineers that are current with LEED registration and the firm has completed multiple projects ranging from the certified level to platinum. We use software and best engineering practices to provide the end user the most energy efficient building systems. When you combine this with providing architectural design that works with these systems for insulation and avoidance of solar heating, you end up with an energy efficient building.

Multi-discipline Team

We also believe that because we are a full-service firm, (having the majority of the designers, architects, engineers, landscape designers, surveyors, project managers, and construction administration professionals on staff and under one roof), we are able to provide a better coordinated project than firms who are required to use many outside consultants. We organize regular in-house project team coordination meetings throughout the design phases of a project to discuss and work-out any issues or concerns that may arise. We feel that this face-to-face coordination with our design team is more effective and efficient than coordinating via email or over the phone. Our close coordination efforts have proved valuable in many cases where the design schedule is accelerated and/or where there is equipment in the project that requires the effort and coordination of several disciplines. Typically, there are more change orders in firms that are not full service due to the difficulty and time required for drawing coordination.

Cost Estimation

In order to provide estimates for probable construction costs with accuracy, Pickering subscribes to and utilizes RS Means CostWorks On-Line. This tool provides comprehensive, localized, and up-to-date construction costs to help us create reliable estimates for our projects.

We know the importance of not only understanding our client's budget, but ensuring that the project is designed to fit into (and stay within) that budget. When an exterior addition is involved, we do our best to give our client a project that will not only look nice, but provide a design that will fit into the context of the existing facility by making it look like it belongs. We do not feel that it is appropriate to over-design a project to make a statement – thus increasing construction costs and making it difficult to stay within the client's project budget. We believe that it is more important to design features into the project that will allow for a better functioning project.

We utilize cost control methods to make sure that the overall project budget does not increase without the client's knowledge or prior approval. We typically provide an updated estimate of probable construction costs for each phase of design, thus monitoring and providing control for the project budget. If scope items are added to the project during the design phase we make certain that the client understands the implications and costs associated with each change or addition - prior to officially adding it to the project.



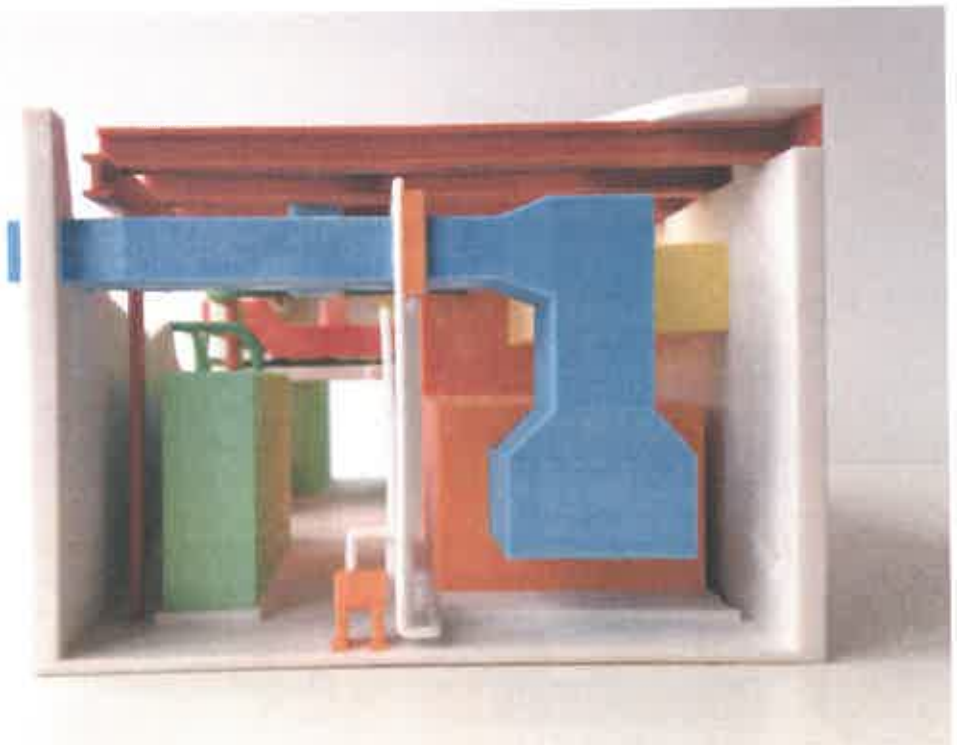
Building Information Modeling

Pickering Associates approaches Building Information Modeling as a very useful tool that can accomplish goals that extend beyond the typical design and construction phases of the project. Defining the specific project expectations is critical for the owner and designers. We work with the owner and start with their anticipated use of the BIM model once construction is complete. From there, we work through the design schedule incorporating all aspects of BIM that will enhance the owners understanding of the project. We will assign model management responsibilities, quality assurance responsibilities, and level of development criteria – all linked to specific schedule milestones. We incorporate clash detection, collaboration tools, visualization capabilities, and analytical studies throughout to benefit the project development process. We utilize these aspects of BIM and elevate them with in-house 3D printing services to provide exceptional professional services. Many of our architectural and engineering leads, designers, and drafters are trained, proficient, and up to date on BIM software. We even have an in-house BIM coordinator that routinely provides training and updates to our staff to ensure that everyone has the proper training to perform the work we do.

Cutting Edge Technology

In addition to utilizing BIM, Pickering Associates has an in-house gypsum-based 3D printer that allows our team to streamline communication and cooperation between stakeholders. Our firm uses 3D printed models to illustrate conceptual design, create fundraising materials, and problem solve complex space planning challenges.

Our firm also utilizes a 3D laser scanner to more quickly and accurately document existing site conditions. This tool is especially useful at facilities that are particularly dense with information. With ease, our team can capture existing conditions and create a measureable digital point-cloud model. Not only is this method more accurate than traditional field work, it reduces costs for stakeholders and our design team, and can expedite a project's schedule.





Related Experience

Type

Private

Services

Architecture

Project Management

Construction Management



Prior to merging with Pickering Associates in 2016, Associated Architects was hired to design several buildings in the Northgate Business Park in Charleston, WV.

Completed in 2003 at a finished 25,000 SF, the two-story Forbes Center Building was designed to contain office spaces, a large conference room and lease space on the first floor. The design of this building provided an excellent focal point where the main entry and large conference rooms are located. The total cost was \$4 million.

The team was also hired to design a one-story complex featuring a complete rehab medical facility. Key features of the building include an indoor pool, gym, hand clinic area and examination area. The total project cost was \$3 million.

The team was brought in on a design-build renovation project for an 82,000 SF four-story office building that was purchased to house CAiMC Administration Offices. The building was originally constructed with below-grade fiber optics for the complex demands of today's computer networks.



Type

Private

Services

Architecture

Project Management

Construction Management



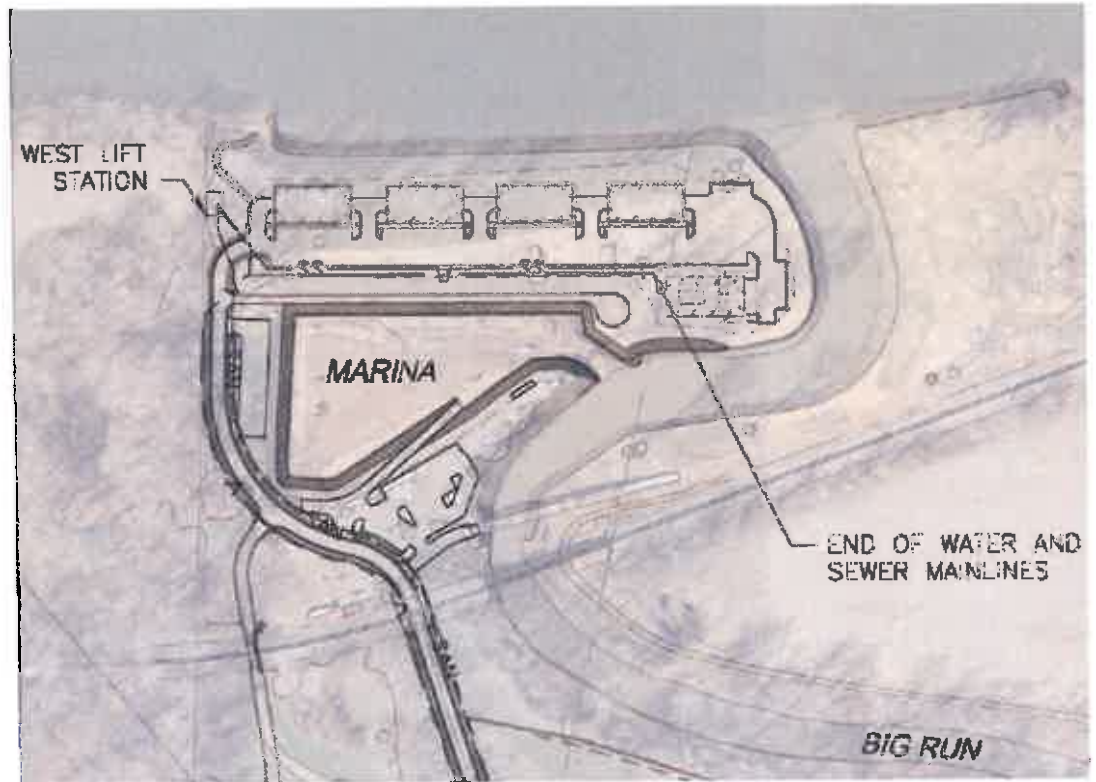
Prior to merging with Pickering Associates in 2016, Associated Architects was hired to design a new 60,000 SF office building to serve as the eastern corporate headquarters for the new Energy Corporation of America. ECA currently has more than 100 employees and the building was designed to accommodate 200 employees to allow for their company's expansion. Among many stand out features of the building, the front entry offers a full glass three-story atrium space.

The project is also part of the Northgate Business Park in Charleston, WV. The total construction cost was approximately \$13.8 million.



Type
Private

Services
Civil
Survey
Project Management
Construction
Administration



Pickering Associates is working with Mondo Building and Excavating on the design of a new commercial development surrounding a marina in Williamstown, WV. The planned development will include four condo buildings each five stories tall, restaurants and retail, a new medical complex, a new commercial complex, golfcart and walking paths, and a new boating marina including a concrete ramp and docks.

Pickering Associates completed all site design and masterplanning, utility design, grading layouts and design, stormwater management design, and concrete and paving design. The marina and new concrete boat ramp have been constructed, the docks are currently under construction. There are future plans for the development of an outdoor recreation area as well.

As the project is located along the Ohio River, the team worked with the EPA and the Army Corp. of Engineers for permitting.

The project team consisted of Mark Welch, PE as the lead civil engineer, project manager, and construction administrator; Spencer Kimble, PE and John Bentz as civil engineers, and Bill Showalter as lead surveyor.



Our Work Fire, Crash and Rescue Station at Yeager Airport

Type

Government

Services

Architectural

Construction
Administration

Project
Management



Prior to merging with Pickering Associates in 2016, Associated Architects was hired by the Air National Guard to design a Fire, Crash and Rescue Station for Yeager Airport. The 20,000 SQ FT facility was completed in the summer of 2006, and includes 12 apparatus bays, which were designed to be able to serve both the flight deck as well as the building on and off campus, living areas, a full kitchen and dorms. This unit also houses the main communications for the Guard's responsive units, with high security requirements for both the protection of the building and also the flight deck. The design included unique elements such as the gravity fed foam fill stations, individual overhead waterfill stations for each bay, hazardous decontamination wash down rooms, air fill rooms and 15 second open garage doors.

The project team, led by Charles Keefer, AIA, worked with the Air National Guard, Yeager Airport and key stakeholders to make sure all programmatic needs were accommodated. The completed project cost was more than \$4.5 million.

Contact: Capt. Fredrick Thomas, P.E., Air National Guard | 304.341.6649



Type

Government

Services

Architectural

Civil

Survey

Structural

Mechanical

Electrical

Construction

Administrator



Pickering Associates completed a renovation project at the Marietta City Hall Building on Putnam Street in Downtown Marietta, Ohio. The new building layout/design provided upgrades that will gain the most impact for the City with the least amount of construction dollars, including all necessary building code and ADA compliance issues that currently exist.

The architectural department completed the conceptual design phase of this project, which to date has included countless hours of interviews to establish current and future space requirements, and perform overall master planning for the existing building. Interviews were conducted with all City departments that were identified at the beginning of the project to require new or additional space within the building. Needs for each department were identified and recommendations for reconfiguring the existing space were made based on department type and location, current and future needs, and available space within the building.

Pickering Associates also provides regular Construction Administration services including constructability reviews and project inspections for the city. In that capacity, the firm has worked on Waste Water Treatment Plant Phases 1 through 2, structural and roof repairs and ground floor renovations for the Marietta Armory, and a waterline replacement project on Green Street and Colegate Drive.

Other city projects include Rehabilitation of the North Hills Water Tower, Rehabilitation for the Harmar Water Tower and 676 Water Tower, Marietta Water Treatment Plant Expansion, and a new water storage tank off of Green Street.

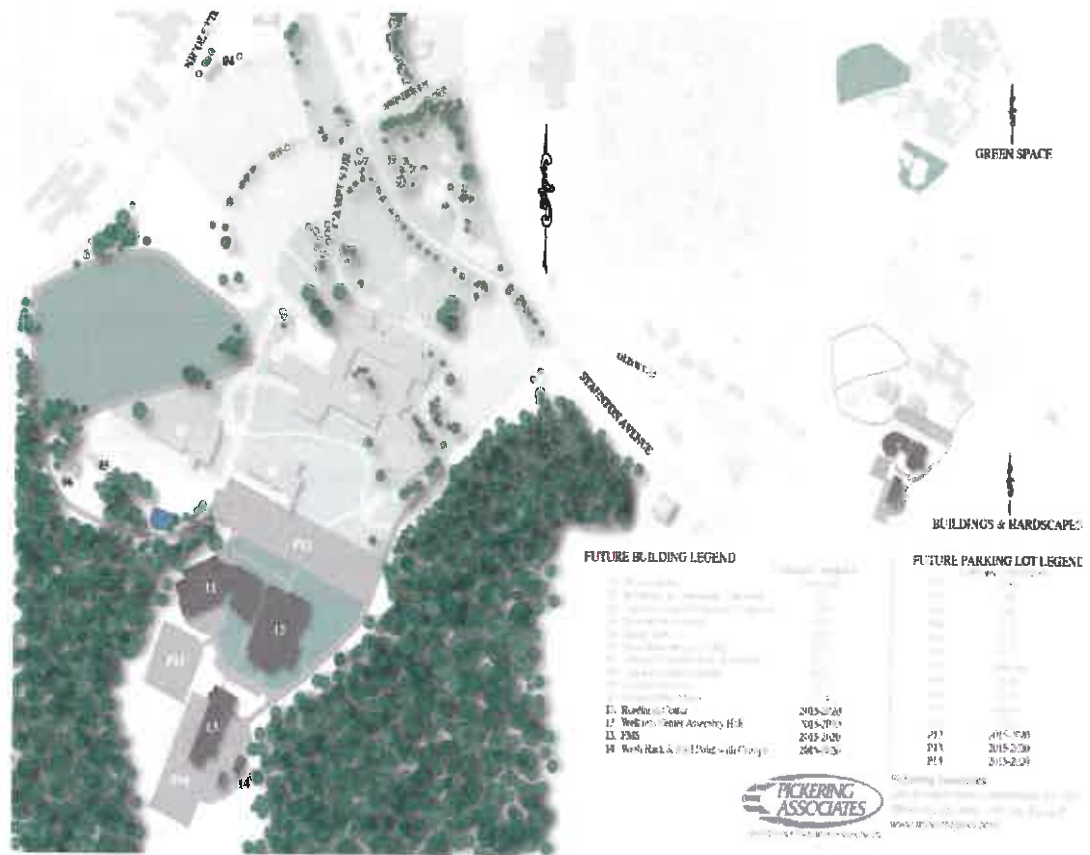
Pickering Associates is currently working on Waste Water Phase 3, a lift station in Harmar, an elevator addition to the Armory, various water line projects, additional water tower work, and the Harmar Force Main - a 20" HDPE under the Muskingum River.

Contact: Joseph Tucker, City Engineer | 740.373.5495 | joetucker@mariettaoh.net



Type
Education

Services
Architectural
Conceptual Planning
Project Management



West Virginia University at Parkersburg wished to update their comprehensive master plan document with Pickering Associates to reflect the current and anticipated information and planning for the University.

Pickering Associates reviewed the current Comprehensive Master Plan as provided by the owner, coordinated and attended meetings with individual staff members as necessary for collecting the appropriate information for updates and revisions, and made minor revisions to selected sections of the existing Master Plan document. Our team then reviewed the existing space utilization with designated staff and provide conceptual mapping (floor plans) of existing spaces on all campuses.

Pickering Associates reviewed the existing programs and program spaces with designated staff and provide concepts for future program expansion, assembled property holdings, descriptions, and uses (reviewed with staff and provided written description of existing property and uses), created standards for space utilization and efficiencies, deferred maintenance (reviewed with staff anticipated maintenance items/issues for current master plan timeframe, selected equipment and systems as indicated by WVUP, provided written description outlining remaining life of equipment/systems and anticipated replacement/repair costs). Our team established strategies for future acquisition and construction (reviewed with staff and provided written description for existing and future properties and uses), created a land use plan and sustainability opportunities list.

The project total was \$45,840 with a project team of Traci Stotts, AIA, Zac Campbell, PMP, Jeff Hosack, PE, and David Boggs, PE.

Contact: David White, Director of Facilities | 304.424.8225 | dwhite2@wvup.edu



Type

Private

Services

Civil
Project Management
Survey
Landscape Design
Construction
Administration



Pickering Associates created construction drawings to create a new commercial development on approximately 26 acres along S.R. 7 in Marietta, Ohio.

This new commercial development was built in two phases. During Phase 1, Pickering Associates' engineers created construction drawings for approximately 1,700 feet of new roadways and utility mainlines including water, sewer, storm, natural gas, electric, and communications. Our engineers also met with city government officials and officials from the OEPA to obtain multiple permits for this project.

Phase 2 design consisted of an additional 1,500 feet of new roadways and utility mainlines including water, sewer, storm, natural gas, electric, and communications. Also included in Phase 2 is the construction of a new 600 foot long box culvert to reroute the existing stream.

The project team consisted of Mark Welch, PE as the lead civil engineer and project manager and Spencer Kimble, PE and John Bentz as civil engineers and construction administration. At the time of the construction the surveying firm used was BHG Surveying. Pickering Associates has since purchased the surveying company and now operate as one entity under the Pickering Associates name.

The project budget for phase one totaled \$1.1 million and phase two was \$1.4 million.

Contact: Larry Lang, Larry Lang Excavating | 740.350.7313 | doubledozer@myway.com

Type

Education

Services

Architecture

Civil

Structural

Mechanical

Plumbing

Electrical

Construction
Administration



Pickering Associates has had the privilege to collaborate with this University for the last 9 years. This client, like every client, represents a very important part of our portfolio of projects and life experiences. We average one-two projects per year with this client ranging from a new facility to a small renovation. Our project portfolio includes:

Asbestos Abatement Design and Bidding: Quantified/located asbestos throughout North Campus and provided bidding documents for remediation. OVU chose to self-perform portions of the work in phased projects. No cost comparative data was gathered by client.

Revision of Electrical Distribution: Expanded the electrical distributions to allow for future expansion.

Architectural Façade Enhancements to North Campus: Provided concepts to change the roofline and overall aesthetic appeal of North Campus.

New two pipe Boiler, Chiller, and Cooling Tower Replacement: Design-build project to replace the aging Heating and Cooling infrastructure. Design estimate was \$1.2MM with final construction costs being \$1MM.

3rd Floor Air Conditioning Design: Provided design services to air condition the 3rd floor of North Campus. Engineer estimate landed within 10% of the actual construction bids.

Library Relocation from South Campus: Provided design services to combine all campus libraries into one at the North Campus, renovated an existing chapel area into Library areas, worked with temperature control for humidity purposes.

Renovation of Annex: Interior design services were provided to renovate the Annex into a Bible wing and conference room. Self-performed construction no cost available.

New Athletic Field Conceptual Design: Provided design services for land use and future development of new athletic fields. No costs available.

Drennan Science Center is one of the projects of which we are most proud. Pickering has recently been asked to generate marketing materials to fundraise for a future renovation project on campus.



Type

Private

Services

Civil

Survey

Project Management

Construction
Administration



Pickering Associates is working with Mondo Building and Excavating to install approximately 4,000 linear ft of new water and sewer lines to extend the main line utilities from the City of Williamstown to a new commercial development. The project also includes the design of two sanitary sewer lift stations.

Pickering Associates obtained all required permits including the City of Williamstown, WVDHHR, WVDEP and WVDOH. Currently in design, Pickering Associates is providing Surveying services to conduct a topographic survey of the project area. Civil Engineering services include researching applicable requirements of governing authorities having jurisdiction, reviewing conceptual waterline alignment/ routing as proposed by Mondo Building and Excavating, creating utility drawings of the proposed replacement projects and developing alignments, creating waterline profiles, creating waterline sections, details and on-drawing specifications, developing construction drawings and quantities, reviewing contractor submittals and providing construction administration services throughout the project.

The project team consisted of Mark Welch, PE as the lead civil engineer, project manager, and construction administrator; Spencer Kimble, PE and John Bentz as civil engineers, and Bill Showalter as lead surveyor.

Contact: John Anderson, Mondo Building and Excavating | 740.376.9396 | john@mondobuilding.com





Client References

KANAWHA COUNTY SHERIFF'S OFFICE

LAW ENFORCEMENT DIVISION

JOHN RUTHERFORD
SHERIFF



MICHAEL Y. RUTHERFORD
CHIEF DEPUTY

April 27, 2016

To Whom It May Concern:

This letter is provided for the purpose of recommending Charles Keefer and to express my support of his capabilities and professionalism.

The Kanawha County Commission enlisted Mr. Keefer's service to work on the W. Kent Carper Justice and Public Safety Complex. Mr. Keefer did a fantastic job of listening and understanding all of the unique aspects related to our property. His recommendations were thoughtful and directly reflected the needs of the Kanawha County Sheriff's Office. Mr. Keefer worked in a timely manner with the utmost professionalism and proved to have the innate ability to overcome obstacles and drive to successful outcomes.

Based on Mr. Keefer's efforts and the successful outcome of the W. Kent Carper Justice and Public Safety Complex, I highly recommend him to anyone who desires professional architectural services.

Sincerely,

Michael Y. Rutherford
Chief Deputy

MYR/dlh

OFFICE: (304) 357-0216
FAX: (304) 357-0239

301 VIRGINIA STREET, EAST • CHARLESTON, WV 25301

OFFICE: (304) 357-0150
FAX: (304) 357-4668



ENGINEERING DEPARTMENT
301 Putnam Street - Marietta, Ohio 45750
Phone: (740) 373-5405 - Fax: (740) 376-2000
www.mariettaoh.org

April 20th, 2016

To whom it may concern,

Pickering Associates has worked with the City of Marietta on our City Hall Building Renovations, Armory Elevator Renovations, Waste Water Treatment Plant, as well as multiple other projects over the past several years, providing Architectural, Engineering and Surveying services for the city.

From initial project planning, design development and bidding, through contracting, construction administration and closeout, Pickering Associates has been beside the City of Marietta to provide any necessary support needed to make the project successful. Traci Stotts, Ron Arnold, and other Architects, Designers and Engineers, worked closely with our staff to run projects as efficiently as possible.

Their team has provided us with quality bidding/construction drawings and specifications, allowing us to receive accurate bids, which in turn, allows us to move ahead expeditiously from bidding to contracting. They have shown a clear understanding of the bidding and contract administration process, which truly helps make our job easier.

It has been a pleasure working with the staff at Pickering Associates, and I would not hesitate to recommend them for similar projects.

Sincerely,

Joseph R. Tucker, PE
City of Marietta

Come grow with us!

May 19, 2011

To Whom It May Concern:

Pickering Associates worked with Polymer Alliance Zone, Inc. on our 60,000 square foot pre-engineered warehouse building at Polymer Technology Park in Davisville, WV. The project was funded through WV Economic Development Administration (WVEDA) and the Infrastructure Joint Development Council (IJDC).

From initial project planning, design development and bidding, through contracting, construction administration and closeout, Pickering Associates was beside PAZ to provide any necessary support needed to make this project successful. Their professional team of Architects, Designers and Engineers, worked closely with our staff to make sure the design accommodated all of our needs.

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

Sincerely,



Karen Falzwyer
President/CEO
Polymer Alliance Zone, Inc.



December 9, 2015

To Whom It May Concern:

I am writing to recommend the professional services we receive from Pickering Associates. Mark Mondo Building and Excavating has worked with Pickering Associates for many years. We have always received prompt, professional, collaboration and insight when working with them. From simple phone call Q & A, to full service project management, and the myriad of negotiations and regulations of a project, Pickering Associates delivers the services that keep us building projects, year after year. As complicated as a project can be, it is good to know that so many disciplines are so well represented in one firm.

As a regular user of their output, I find that their construction documents to be second to none. Their attention to detail and clarity of presentation is so important when trying to convey the design of a project. Better drawings means better projects. Simple as that.

Sincerely,

A handwritten signature in black ink that reads 'Mark Mondo'.

Mark Mondo
President
Mondo Building & Excavating, Inc.

LARRY LANG EXCAVATING, INC.

19371 ST RT 60

BEVERLY, OH. 45715

Phone (740) 984-4750 Fax (740) 984-2871 doubleldozer@lidozer.com

December 9, 2015

To Whom It May Concern:

We have worked with Pickering Associates for many years on many projects with great success and they are also a great customer for us. They work well with owners and contractors and if there are any issues that might arise they seek to find a solution that both parties can agree on.

We have had many opportunities for bid projects from Pickering and we would also recommend them to our clients when they need services for their Design and Building projects.

Their design teams are knowledgeable in Building Design, Engineering, and site work and communicate well with our staff and Superintendents.

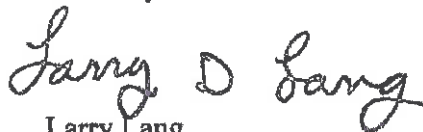
They now have a great way of communicating through their new and enhanced Web Portal. They can share the Owner Project so the contractors can see the projects that are available for bids. Online Plan room where you can find projects anytime or anywhere and View Drawings Order Prints or Upload Files are very useful tools for communication.

The quality and level of the advice and information that we receive from Pickering is superior to other firms.

We all know that good planning and design work is very important in any project. And we are impressed with both the attention to detail and their scheduling that Pickering shows with each new project.

We trust Pickering and Associates and look forward to working with them on future projects.

Sincerely

Larry Lang

Larry Lang

President



Sheriff Michael Y. Rutherford

Kanawha Sheriff's Office
301 Virginia St. E
Charleston, WV 25301
304.357.0216
michaelrutherford@kcsso.us
Project: Kanawha County Sheriff's Office

Jason Martin, Engineering Manager

Momentive
3500 WV-2
Friendly, WV 26146
304.652.8127
Jason.Martin1@momentive.com
Projects: Various Projects

Eric Lambert, Project Engineer

City of Marietta
304 Putnam St., #3
Marietta, OH 45750
740.373.5495
ericlambert@mariettaoh.net
Project: City Hall Renovations

Frank Vallera, Manager of Engineering

Eramet
16705 OH-7
Marietta, OH 45750
740.374.1037
Frank.Vallera@erametgroup.com
Projects: Various Projects

Karen Facemyer, President & CEO

Polymer Alliance Zone, Inc.
1 Polymer Way
Davisville, WV 26142
(304) 428-1622
Kfacemeyer@pazwv.org
Project: Polymer Technology Park Warehouse

Lt. Col. Fredrick Thomas, PE

Air National Guard 130th HW
1679 Coonskin Drive, Unit 18
Charleston, WV 25311
304.341.6649
fredrick.h.thomas.mil@mail.mil
Project: Fire, Crash Rescue Station - Yeager Airport

