



**State of West Virginia
Expression of Interest
Architect/Engr**

Procurement Folder : 579313

Document Description : A/E Services for Hawks Nest Lodge Renovations & Redecorating

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2019-05-14	2019-06-14 13:30:00	AEOI 0310 DNR1900000008	1	Draft

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone RVC Architects, Inc. 131 West State Street Athens, OH 45701 740.592.5615 (t) Contact: Jeremy Biddinger biddinger@rvcarchitects.com

FOR INFORMATION CONTACT THE BUYER

Angela W Negley
 (304) 558-3397
 angela.w.negley@wv.gov

Signature X

FEIN # 31-1213312

DATE 6/13/19

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



**State of West Virginia
Expression of Interest
Architect/Engr**

Procurement Folder : 579313

Document Description : Addendum No. 01-A/E Services for Hawks Nest Lodge Renovation

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2019-06-04	2019-06-14 13:30:00	AEOI 0310 DNR1900000008	2	Draft

SUBMIT RESPONSES TO:	VENDOR:
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone RVC Architects, Inc. 131 West State Street Athens, OH 45701 740.592.5615 (t) Contact: Jeremy Biddinger biddinger@rvcarchitects.com

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AGENCY TERMS & CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Chief Procurement Officer, or his or her 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.

- a. **"Agency"** means the West Virginia Division of Natural Resources.
- b. **"Bid"** or **"Proposal"** means a vendor's submitted response to a solicitation.
- c. **"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.
- d. **"Chief Procurement Officer"** means the Chief Procurement Officer of the Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.
- e. **"Property and Procurement Office"** means the unit within the Division of Natural Resources' Administration Section headed by the Chief Procurement Officer and its personnel.
- f. **"Director of the Purchasing Division"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- g. **"Award Document"** means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General that identifies the Vendor as the contract holder.
- h. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.
- i. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- j. **"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.

- k. **“Will”, “Shall” and “Must”** identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

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 two (2) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General’s office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office 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 one (1) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed twelve (12) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on Section 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 (1) 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 (1) 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, and Attorney General's office.

6. **EMERGENCY PURCHASES:** The Chief Procurement Officer 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 Chief Procurement Officer, 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 Property and Procurement Office 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 100% of the Contract value. The performance bond must be received by the Property and Procurement Office prior to Contract award.

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 Property and Procurement Office prior to Contract award.

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 Property and Procurement Office 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 Property and Procurement Office.

OTHER _____

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:

\$1,000,000

Automobile Liability Insurance in at least an amount of: \$500,000

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

\$1,000,000

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.

Other As required by State Supplementary Conditions to AIA B101-2017

Notwithstanding anything contained in this section to the contrary, the Chief Procurement Officer reserves the right to waive the requirement that the Agency be named as an additional insured on one or more of the Vendor's insurance policies if the Chief Procurement Officer finds that doing so is in the best interest of the Agency.

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. 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.

11. 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.

12. 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.

13. 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.

14. PAYMENT METHODS: The Vendor must accept payment by electronic funds transfer (EFT) and/or through a Purchasing Card. The Purchasing Card program is administered under contract by a banking institution to process payment for goods and services. Vendors may sign up to receive EFT payments by visiting <https://www.sao.gov/ElectronicPayments/Default>.

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

16. 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.

17. 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.

18. CANCELLATION: The Chief Procurement Officer 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 Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.

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

20. 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.

21. COMPLIANCE WITH LAWS: Vendor and its subcontractor(s) 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. The Vendor agrees to notify each subcontractor of its potential responsibility to register with all municipalities in which it will perform work under this contract and to pay all requisite taxes, including all business and occupancy taxes, to those municipalities. Notification under this term must occur prior to the performance of any work under the contract by subcontractor.

22. 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.

23. 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 Property and Procurement Office 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 Property and Procurement Office and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. 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.

25. 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 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.

26. 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 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, Property and Procurement Office approval may or may not be required on certain agency delegated or exempt purchases.

27. 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.

28. 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.

29. 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.

30. 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>.

31. 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 W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. 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 Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office 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 W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., 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 Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

33. SUBCONTRACTOR COMPLIANCE: The Vendor shall notify all subcontractors providing commodities or services related to this Contract that they are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Notification under this provision must occur prior to the performance of any work under this contract by the subcontractor.

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 and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or to a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the State or a political subdivision of the State.

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 with the following reports identified by a checked box below:

Such reports as the Agency 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

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

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

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

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within fifteen (15) days after receiving the supplemental disclosure of interested parties.

**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 Property and Procurement Office buyer by the Agency section. The Property and Procurement Office buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Property and Procurement Office 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:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.
- 4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. 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.

Jeremy Biddinger, Principal
(Name, Title)
Jeremy Biddinger, Principal
(Printed Name and Title)
131 West State Street, Athens, OH 45701
(Address)
740.592.5615 (t) 740.593.8811 (f)
(Phone Number) / (Fax Number)
biddinger@rvcarchitects.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.

RVC Architects, Inc.
(Company)

 Jeremy Biddinger, Principal
(Authorized Signature) (Representative Name, Title)

Jeremy Biddinger, Principal
(Printed Name and Title of Authorized Representative)

6/13/19
(Date)

740.592.5615 (t) 740.593.8811 (f)
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AEOI DNR19*8

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

RVC Architects, Inc.
Company



Authorized Signature

6/13/19
Date

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 exceeds 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: RVC Architects, Inc.

Authorized Signature: *Julie Bauchman* Date: 6/13/19

State of Ohio

County of Athens, to-wit:

Taken, subscribed, and sworn to before me this 13 day of June, 2019.

My Commission expires 12/31/20, 20 .

NOTARY PUBLIC STATE OF OHIO
ERIN NASH
My Commission Expires 12/31/2022
AFFIX SEAL HERE



NOTARY PUBLIC *Erin Nash*



June 13, 2019

Angela White Negley
West Virginia Division of Natural Resources
Property of Procurement Office
324 Fourth Avenue
South Charleston, WV 25303

Expression of Interest
AEOI 0310 DNR 1900000008
A/E Services for
Hawks Nest Lodge Renovations and Redecorating

Dear Ms. Negley;

RVC Architects is pleased to submit the attached expression of interest for architectural and engineering services for Hawks Nest Lodge Renovation and Redecorating Project. As an architectural firm located in southeastern Ohio, we fully understand the value of budget management, time management, and construction coordination management. We have a diverse staff of architects, designers, draftsmen, and construction administrators. Many of our employees and partners have experience working in the field of construction, which translates well to our understanding of design practicality. We have designed projects in Ohio, West Virginia, and Virginia.

Our architectural firm is a small business comprised of ten employees. The employees at our firm have multiple job titles, which allows our firm to be both flexible and versatile. As a small architectural firm, we can efficiently and successfully design projects that larger firms prefer not to design. Unlike larger architecture firms, we are not a "big box" architecture firm that requires larger overhead and profit. Our size allows us to keep project costs low and to effectively select engineering and specialized consultants on a design-based need for a project. We believe that the "one-size fits all" method to architecture and engineering is wasteful and the design team should be customized to each project.

Many of our clients are organizations that use federal and state grants to fund their projects. We understand that each grant provider has their own set of rules and regulations. In addition, many of the organizations set standards. We believe it is important to always work with our clients to make sure all requirements and standards are met.

Thank you for considering our firm for this project. You are welcome to contact either myself or Michael Corathers if you have any questions about our submittal.

Respectfully,

A handwritten signature in black ink that reads "Jeremy M. Biddinger". The signature is fluid and cursive, with a prominent flourish at the end.

Jeremy Biddinger
Principal-in-Charge



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Form: WV-PRC-AEOI-001

Form: WV-PRC-AEOI-001-Addendum I

Form: Agency Terms & Conditions

Form: Purchasing Affidavit

Cover letter

Section 1: Design Approach and Methodology

- Project Narrative
- Design Team Matrix
- Design Approach
- Design Process

Section 2: RVC Firm

- About Our Firm

- Key Resumes:

 - Jeremy Biddinger: Project Manager / Construction Manager

 - T. Michael Corathers: Production Manager / Specification Writer

 - Penny Mullen: Interior Designer

Section 3: Past Project Experience

Section 4: Client References

Project Narrative:

The project shall consist of the following:

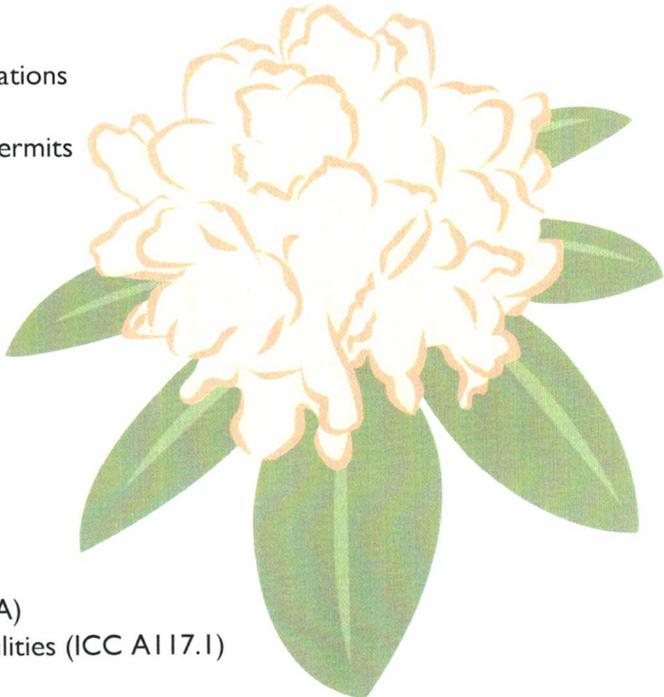
- 31 guest room renovations and redecorations
- Hallway renovation and redecoration
- Other portions of the lodge as budget permits

The project shall potentially include the following discipline depending on building assessment:

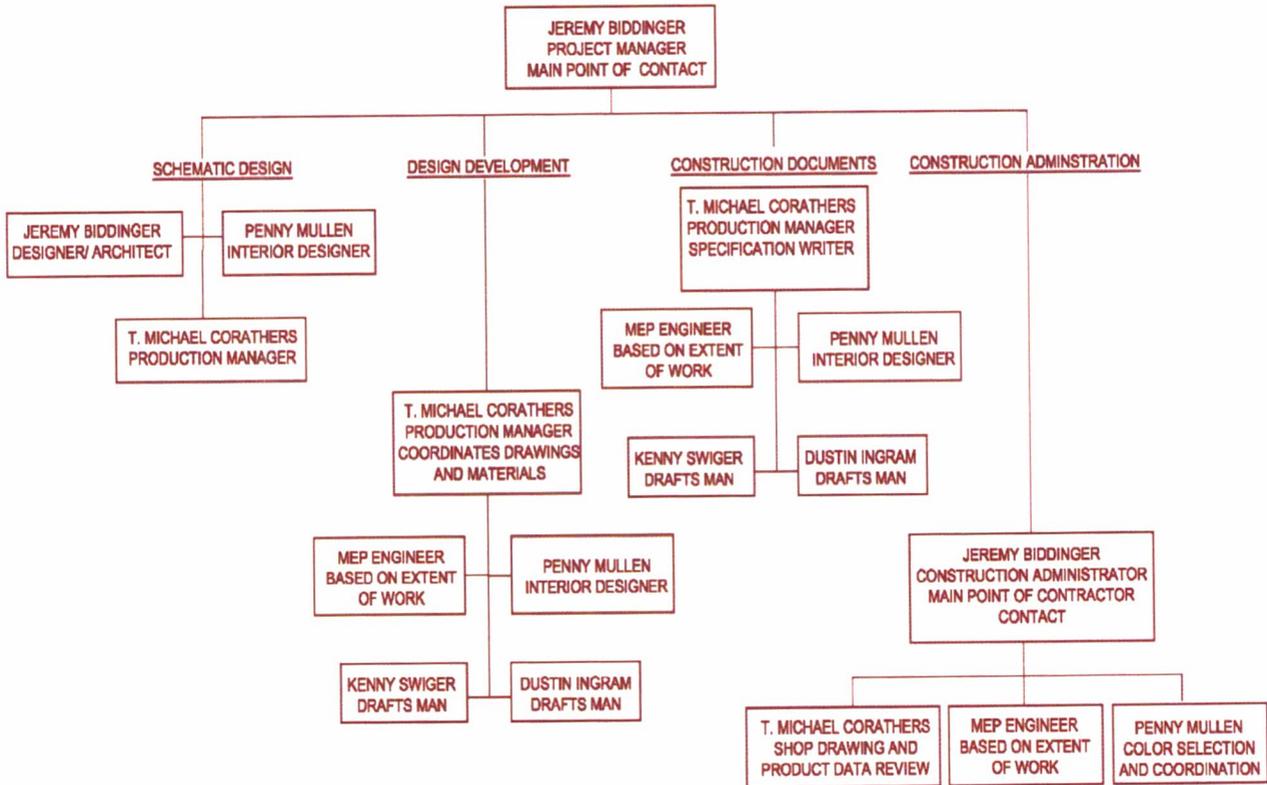
- Architectural /Interior Design
- Electrical Engineering
- Plumbing Engineering
- Mechanical Engineering
- Construction Administration

The project design shall meet the following codes:

- West Virginia State Building Code
- West Virginia State Fire Code
- Life Safety Protection Association (NFPA)
- Accessible and Usable Buildings and Facilities (ICC A117.1)

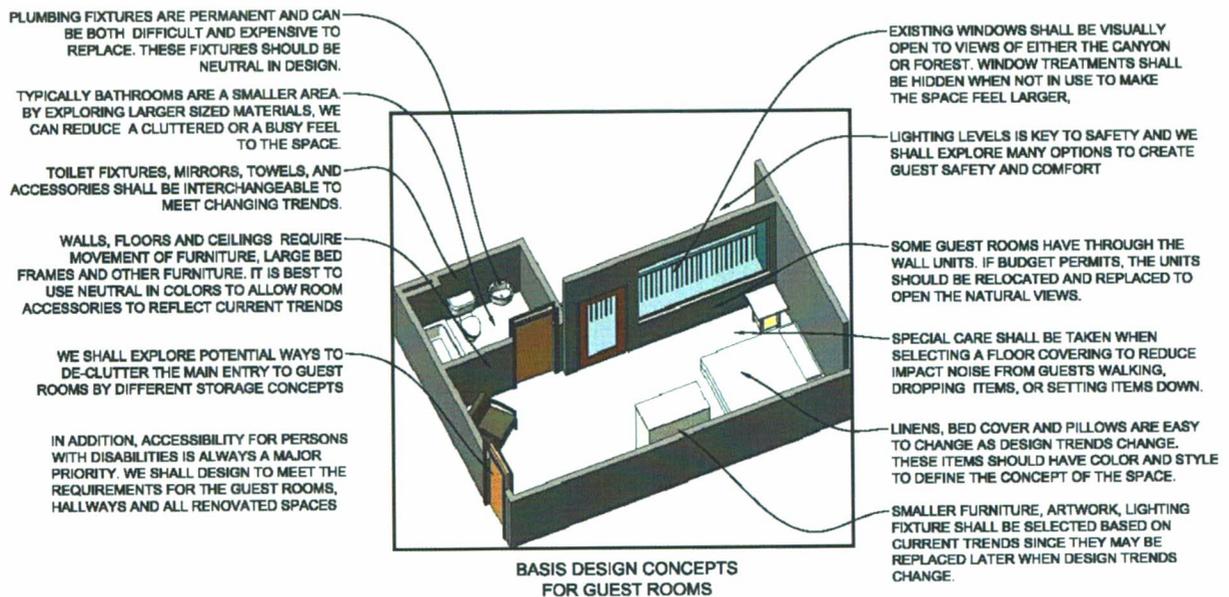
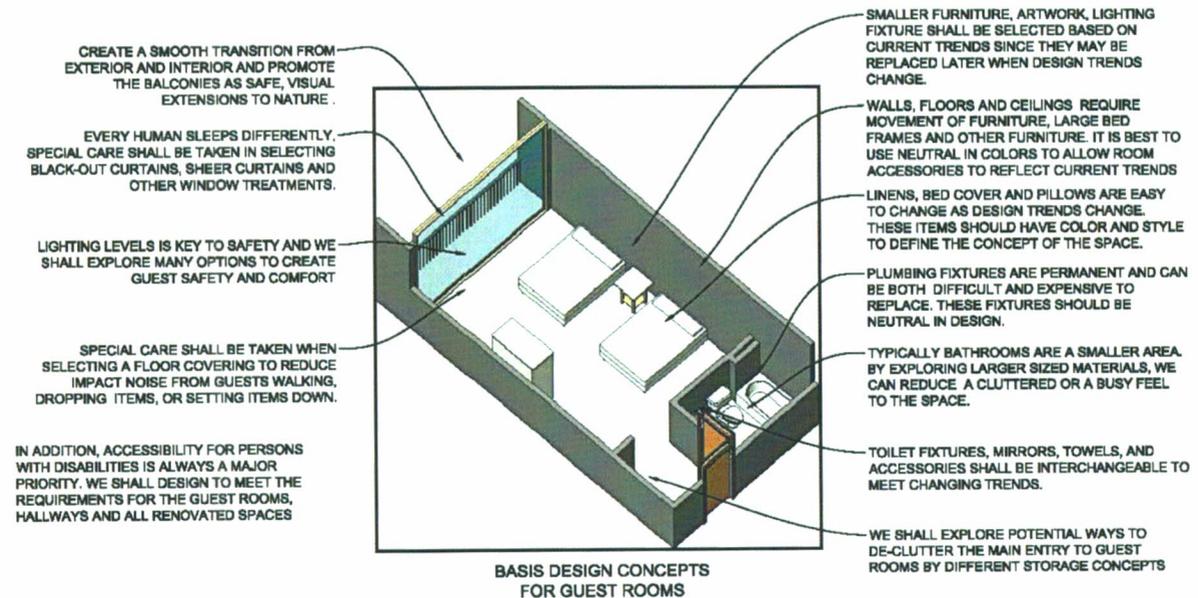


Design Team Matrix:



Design Approach:

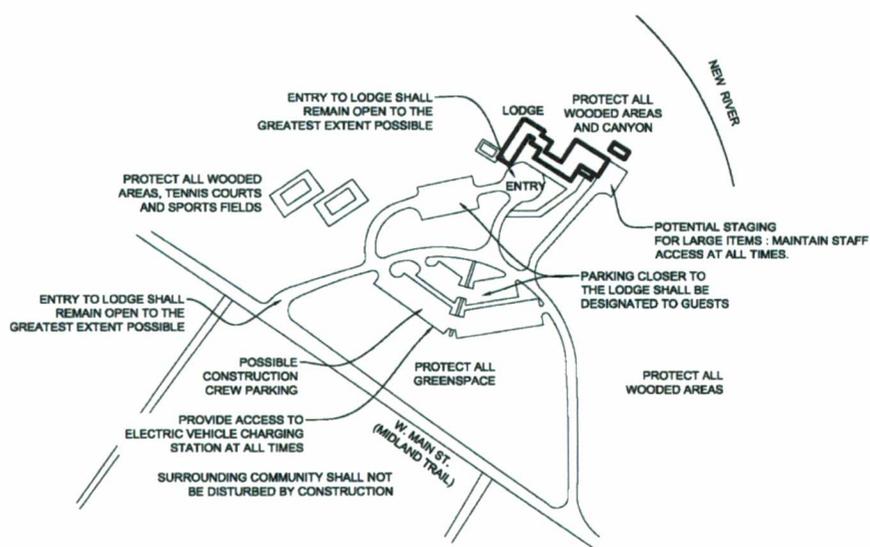
The first design goal shall be to determine a list of renovation/decoration priorities and rate each item with a level of priority.



The second design goal shall be to create a plan to phase work and minimize the impact on normal business practices at the lodge, campgrounds, cabins and the various outdoor activities in Hawks Nest State Park. We understand that visitor's go to Hawks Nest State Park to relax and unwind. As a result, we will create both plans and specification to enforce the following:

Closure at West Main Street shall be minimized to avoid high peak hours.

- Determine best vehicular path for construction vehicles to avoid road damage to state park roads.
- High noise construction shall be limited to avoid visitor disturbance.
- Strict protocol shall be enforced, like maintaining egress paths and fire watch when sprinklers are offline, which will insure both staff and visitor safety.
- Clear separation of construction and occupied space for staff and visitor safety.



As a primarily interior based project, it shall be important for the majority of construction to be performed during off-season times.

The third design goal shall be to create visually pleasing guest rooms and hallways. Rather than design to the latest fads, our goal will be to create an up-to-date renovation while maintaining the original design concept of the building. The spaces shall be flexible enough to accommodate future technology while utilizing current technology to the greatest extent feasible. The hallways shall be “warm” in color and void of extreme clutter. Paths and direction signs shall be clear and lack confusion. Guest rooms shall feel safe and inviting while still embracing the essence of nature through material selection.

Design Process:

Schematic Design Phase:

- Schedule a kick-off meeting with WVDNR Project Manager to review project schedule and coordinate WVDNR schedule for critical events.
- After a kick-off meeting, schedule regular meetings with WVDNR Project Manager to review progress of technical drawings. These meetings shall be monthly unless additional meetings are required.
- Perform a complete verification of existing conditions. This shall include the following:
 - Field verification of existing building conditions.
- Create CAD drawings to indicate the following existing conditions:
 - Location of existing equipment and determine if equipment shall be abandoned or remain.
 - Location of existing walls, floors, ceilings and other architectural feature pertaining to the design.
 - Location of existing mechanical, plumbing, electrical and structural systems.
 - Indication of any potential water penetration issues.
 - Indicate any potential issues due to surrounding environment.

At the end of Schematic Design, deliverables shall include:

- Schematic Design drawings outlining all potential issues, resolutions, and design direction.
- Opinion of probable cost based on existing conditions.

Design Development Phase:

- Determine best materials and construction practice for the design to further develop the design.
- Select a MEP Engineering Consultant and Elevator Consultant, if required. We believe that it is important to first assess the extent of work to determine the proper engineering consultant. For example, if the project requires a completely new HVAC system, then we shall use a larger engineering firm that can handle a larger design. If the HVAC work involves replacement of few through wall units, we will use smaller engineering firms that is better suited for that design type. Finally, if we find that the spaces only need new returns, grills, and minor work we may design the changes completely in-house. Our goal shall be to find the “best fit” engineer to reduce cost and fees.
- Perform a complete state code review.

At the end of Design Development Phase, deliverables shall include:

- Design Development drawings.
- Outline Specification.
- Opinion of probable cost based on existing conditions.

Construction Document Phase:

During Construction Document Phase, the design team shall perform the following activities:

- Continue meetings at two-week intervals.
- Generate a complete set of construction drawings and specifications for bidding and permits.

At the end of Construction Documents Phase, deliverables shall include:

- Completed construction drawings.
- Completed specifications.
- Updated Opinion of Probable Cost.
- RVC Architects will submit Construction Documents to the state for approval. The documents shall be submitted at the end of Construction Document Phase to avoid potential delays.

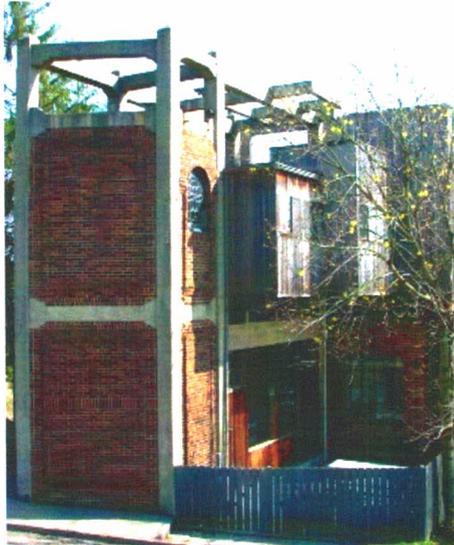
Bidding:

- Receive and evaluate bids for project.
- Prepare AIA Documents for Owner/ Contractor Contract.
- Bidding shall be 6 weeks.

Construction Administration:

- Demolition and construction shall be a critical element in the success of the project.
- The design team will schedule and attend regular meetings throughout construction to keep the project on schedule.

About RVC Architects, Inc.



As an established architectural firm, RVC Architects, Inc. has both designed and revitalized buildings for over four decades. Our initial ideology remains steadfast today – to sustain a unique culture and maintain a community with limited means.

As architects in a rural area, our client base is as diverse as our projects. Our experiences have developed an acute understanding of “fundamental and essential”. We help you determine your goals, then work in concert with you to arrive at a design that achieves them. The results are effective buildings and satisfied clients.

As architects we are avid about repurposing the past to inspire the future. With skill and ingenuity, we preserve a building’s character while converting it to an entirely new use. We’ve turned a printer’s shop into an automobile dealership. A vacant storefront into a government office. A pioneer’s log cabin into a modern visitor center. These transformations are evident throughout Athens County, and along with the dedicated individuals and organizations in our community, buildings of the past will once again be rejuvenated and utilized.

During the pivotal 1970’s, David Reiser, associate professor at Ohio University’s College of Fine Arts – Architecture, was seeking a permanent location for his newly formed architectural firm. An abandoned 1920’s electrical substation was ripe for retrofitting. As part of a communal effort, David and his students re-envisioned the existing structure and then participated in the construction of the iconic home of RVC Architects. Many of the features of the building are fundamental in the modern green movement and are evident in:

- ◆ Waste reduction by reusing locally salvaged materials
- ◆ Minimal building site impact
- ◆ Passive solar design
- ◆ Clearstory windows

The building was completed in 1975 and won recognition by Progressive Architecture and the Southeastern Ohio Preservation Society.

During the early 1980’s, John Valentour and David Callahan joined the firm as full partners. As experts in their respective areas of architecture, the firm expanded and maintained an ardent clientele. In 2014, the firm was entrusted to long standing and faithful employees willing to maintain the high standards and unique values of the three original founders.



JEREMY BIDDINGER, ARCHITECT

PROJECT MANAGER

Qualifications Profile

Jeremy Biddinger joined the firm in June 2011. He has 20+ years of experience working with other architectural firms and as an owner of his own architectural firm, D-3 Architecture. His interests are in the adaptive reuse and renovation of existing structures. He has worked with Ohio Capital Corporation for Housing, Morgan County Economic Development Offices, Ohio University, and Rio Grande Community College on several rehabilitation/renovation projects and recently completed construction administration for the first floor office renovation of the old Peoples Bank in Nelsonville for the Foundation for Appalachian Ohio.

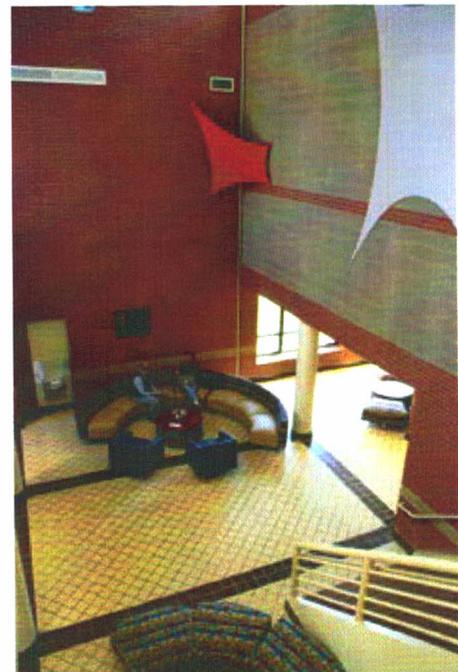
He is a detail oriented project manager with expertise in architectural design and a complete understanding of the life cycle of projects. With a positive attitude, he has established and maintained numerous client relationships and continues to expand his knowledge into retrofitting existing buildings to create improved energy efficiency and increased sustainability.

Experience

- Ohio University - Galbreath Chapel - Renovation
- Twin City Opera House - Renovation
- Peoples Bank - Addition
- Foundation for Appalachian Ohio - Office Conversion
- Ohio University - Campus Elevator Upgrades (6 Elevators)
- Rio Grande Community College - Wood Hall Rehabilitation
- Federal Hocking Local Schools - Roof/Chiller Project
- Hocking County Health Department - Relocation
- Citizens Bank - New Facility
- Federal Valley Resource Center - Restoration
- Campus Heights Clubhouse - New Facility



Galbreath Chapel



RGGC-Wood Hall Lobby



Foundation for Appalachian Ohio Conference Room

EDUCATION

Miami University
Master of
Architecture, 2002

The Ohio State Univ.
Bachelor of
Architecture, 1996

REGISTRATIONS

Architect, Ohio
Architect, WV

FIRM AFFILIATIONS

*NCARB
*International Code
Council
*National Trust for
Historic Preservation
*Athens Area Chamber
of Commerce

STAFF

Registered Architects 3
Architectural Staff 4
CA 1
Support Staff 2

PROFESSIONAL LIABILITY

INSURANCE

Our insurance carrier,
Navigator, provides
us with the following
coverage:
\$1,000,000 each claim
\$2,000,000 aggregate
Policy expiration date:
07/31/20

GENERAL LIABILITY

INSURANCE

The Hartford Company.
Our general liability
insurance is as required
by the Ohio Facilities
Construction
Commission with:
\$2,000,000 each claim
\$4,000,000 aggregate
Policy expiration date:
07/14/20

EDGE CERTIFICATION

#21626
Expires 6/13/2020

T. MICHAEL CORATHERS, ARCHITECT

PRODUCTION MANAGER

Qualifications Profile

Originally from West Virginia, Michael is currently our production manager and oversees our AutoCAD department. He is efficient, precise and knowledgeable in all phases of architecture. He focuses on designing accurate architectural details and concise technical specifications. This attention allows for more accurate bids and reduces the number of field change orders resulting in additional cost savings and limiting construction delays.

He also assists in the management of all electronic documents and submissions. Our company's file share site allows consultants, inspectors, contractors and suppliers to receive up to date drawings and pertinent documents for review and approval allowing for improved communications.

Experience

- Genesis III Expansion (10 apartments)
Athens, OH
- Southeastern Ohio Cultural Arts Center
Addition & Renovation, Athens, OH
- Tri-County Career Center
Entryway, Nelsonville, OH
- Peoples Bank Renovation & Addition, Jackson, OH
- Campus Heights - New Clubhouse, Athens, OH
- Twin City Opera House - Rehabilitation
McConnelsville, OH
- Ohio University
Anatomy Lab Renovation, Athens, OH
- The Ridge - Clubhouse Renovation
Morgantown, WV
- Federal Hocking Local Schools - Roof/Chiller Project
Stewart, OH



Tri-County Career Center Entryway



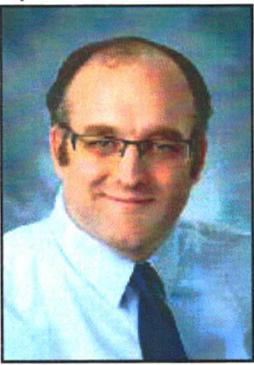
Ohio University Anatomy Lab



Southeastern Ohio Cultural Arts Center



Genesis III



EDUCATION

University of Tennessee
Bachelor of Architecture
2003

REGISTRATIONS

Architect, Ohio
Architect, Virginia

FIRM AFFILIATIONS

- *NCARB
- *International Code Council
- *National Trust for Historic Preservation
- *Athens Area Chamber of Commerce

STAFF

Registered Architects 3
Architectural Staff 4
CA I
Support Staff 2

PROFESSIONAL LIABILITY INSURANCE

Our insurance carrier, Navigator, provides us with the following coverage:

\$1,000,000 each claim
\$2,000,000 aggregate
Policy expiration date:
07/31/20

GENERAL LIABILITY INSURANCE

The Hartford Company. Our general liability insurance is as required by the Ohio Facilities Construction Commission with:

\$2,000,000 each claim
\$4,000,000 aggregate
Policy expiration date:
07/14/20

EDGE CERTIFICATION

#21626
Expires 6/13/2020

PENNY MULLEN

ARCHITECTURAL INTERIORS

Qualifications Profile

Penny Mullen's education in the field of architecture began as an Ohio University interior design intern at RVC Architects in 1987. Her dedication to completing projects on time and on budget earned her a permanent position with the firm one year later. She has successfully managed numerous projects of a variety of scope and size, and has expanded her knowledge to include code research, site planning, commercial and residential custom layouts and designs, and construction administration. Her years of experience as an architectural designer qualifies her to research building types to identify cost savings and review construction options for durability and various maintenance alternatives. In 2014, she became a principal in the company.

Architectural Interiors Projects

- Lake Hope Dining Lodge, Gift Shop & Conference Center, McArthur, OH
- Pomeroy Library Addition, Pomeroy, OH
- Arts West Community Center, Athens, OH
- Emergency Management Services 911 Center Pomeroy, OH
- Pike County Senior Center, Waverly, OH
- Poston Special Events Center, Logan, OH
- Athens County Courthouse Renovation, Athens, OH
- Athens Metropolitan Housing Authority 430 West Union (6 apartments), Athens, OH
- Ohio University Walter International Education Facility Athens, OH
- Integrated Services for Behavioral Health Appletree Living Center Renovation The Plains, OH
- Ohio University President's House Renovations, Athens, OH
- Athens Metropolitan Housing Authority 9-11 Blueline (6 apartments & business office) Athens, OH
- Ohio University Innovation Center, Athens, OH



EDUCATION

Ohio University
Bachelor of Interior Design
Photovoltaics Workshop 2015

FIRM AFFILIATIONS

*NCARB
*International Code Council
*National Trust for Historic Preservation
*Athens Area Chamber of Commerce

STAFF

Registered Architects 3
Architectural Staff 4
CA 1
Support Staff 2

PROFESSIONAL LIABILITY INSURANCE

Our insurance carrier, Navigator, provides us with the following coverage:
\$1,000,000 each claim
\$2,000,000 aggregate
Policy expiration date: 07/31/19

GENERAL LIABILITY INSURANCE

The Hartford Company.
Our general liability insurance is as required by the Ohio Facilities Construction Commission with:
\$2,000,000 each claim
\$4,000,000 aggregate
Policy expiration date: 07/14/19

EDGE CERTIFICATION

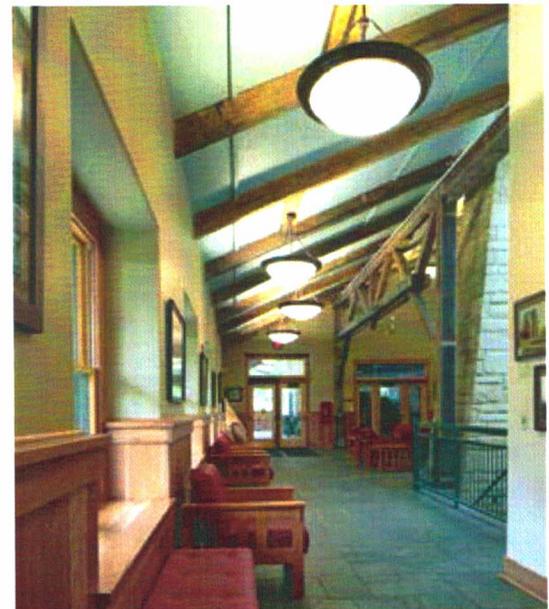
#21626
Expires 6/13/2020



Ohio University - Walter International Education Facility



Pomeroy Library Addition



Lake Hope Lodge - Lobby Area

OHIO DEPARTMENT OF NATURAL RESOURCES LAKE HOPE LODGE - NEW FACILITY

In 2006, the fifty-six year old Lake Hope Lodge was completely destroyed by fire. The two-story lodge was rebuilt in the rustic stone and wood style of its original design. The facility serves both park visitors and local residents with a 120 person conference room (with banquet dining), 180 person dining facility with commercial kitchen, elevator, gallery, camp reservation office, camp store, park service office, game room, dining patio, and 60 user parking spaces

Benefit/Value: Providing a visual history of the area by creating glass, tile, wood, metal, stone and photograph artwork in the architectural details. The reconstruction of an historic log cabin within the building and the use of locally grown and timbered millwork illustrated how sustainable building practices can be translated from the local environment into a functional and appealing public gathering place.

Results: During construction, difficulties with weather and contractor delays resulted in the architect, owner and contractor having to negotiate and collaborate to complete the project. The project was delayed, but the end result was successfully achieved.

- Public Improvement Project
- Phased Construction
- Interior Renovation
- Constricted Site
- MEP/FS Improvements
- Occupied during Construction

Additional Project Information

Total Size: 14,654 sf

Construction Cost: \$4,362,072

Delivery Method: general contracting

Services: Full architectural services

References:

Coy Lehman, Lake Hope State Park

740.596.4938

coy.lehman@dnr.state.oh.us

Awards/Certifications:

LEED Silver
Certification



Team Members:

David Moran, Design Lead - Architecture

Penny Mullen, Interiors



RIO GRANDE COMMUNITY COLLEGE WOOD HALL REHABILITATION

Wood Hall was built in 1988 and is one of the most heavily used academic buildings on the Rio Grande Campus. Consisting of classrooms, a lecture hall, faculty offices, conference rooms, student lounge and the Instructional Design and Media Center, the building had a history of roof leaks, condensation and humidity problems leading to mold growth and water stains on interior surfaces. Our company, as part of the campus wide master plan project in 2012, performed a detailed assessment of Wood Hall, leading to the rehabilitation of the building. Services provided to the college:

Building Envelope Renovation

- Exterior elements renovated include masonry repairs, upgraded sealants for the existing doors and windows, metal roofing, and flashing replacement.
- Interior elements focused on vapor and heat control through air quality, energy consumption and condensation by upgrading mechanical, electrical and HVAC equipment.

Environmental Abatement

- Environmental analyses of various interior surfaces
- Microbial Remediation

Interior Renovations

- Space planning, interior alterations including new finishes, acoustical treatments, lighting, furniture layout and selection.

Additional Project Information

Total Size: 37,597 sf

Construction Cost: \$3,036,218.

Delivery Method: general contracting

Services: Full architectural services

References:

Rebecca Long
740.992.1880
rlong@rio.edu

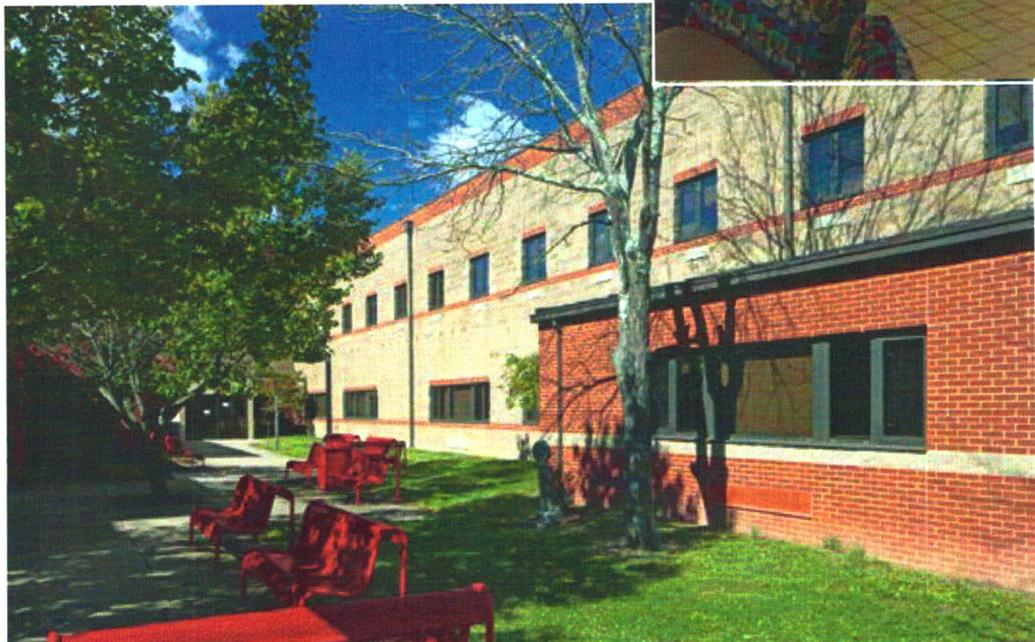
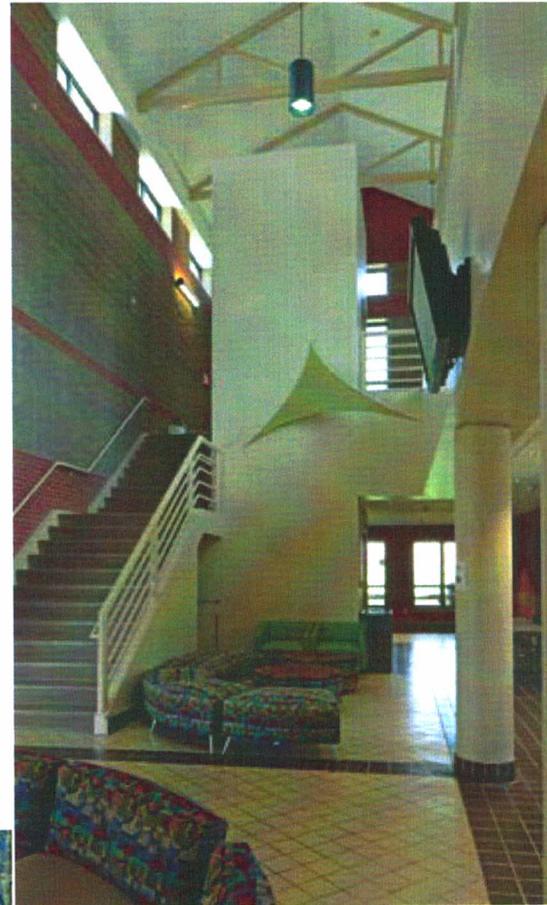
Awards:

ABC Central Ohio
Excellence in
Construction 2014

Team Members:

Jeremy Biddinger,
Project Management
Lead, Construction
Administration

- Public Improvement Project
- Phased Construction
- Interior Renovation
- Constricted Site
- MEP/FS Improvements
- Occupied during Construction



10, 12-16 WEST UNION STREET (FIRE DAMAGE) ATHENS, OHIO

10 West Union Street - Best of Court Rentals

The first of 3 buildings that caught fire in November 2014 in uptown Athens. The Owner required his building be rebuilt first. With access to the other two through a tight alleyway behind his building, the site was very constricted and required careful

planning to avoid damage to the surrounding buildings. Time constraints required a short construction period. Demolition was performed under a separate contract from the other two buildings.

Total Size: 3,544 sf

- Public Improvement Project
- Phased Construction
- Interior Renovation
- Constricted Site
- MEP/FS Improvements
- Occupied during Construction



Fire Damage 2014

12-14 West Union – Carrie Larch Trust

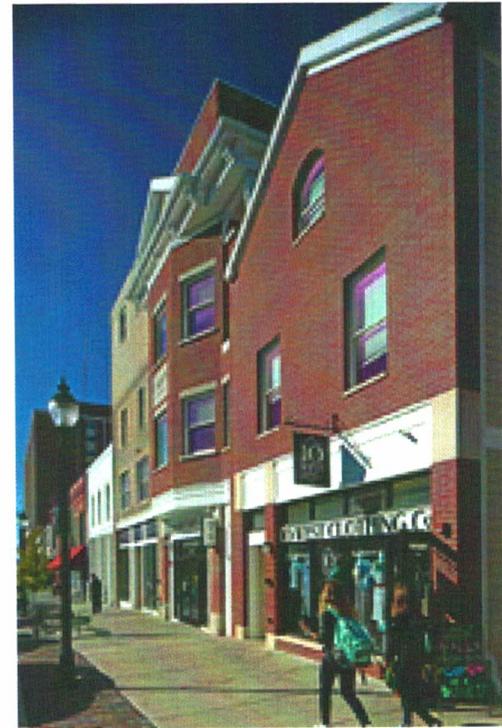
The second building destroyed by fire required demolition and removal of all the structure except one wall that was shared with another Owner. This shared wall required bracing that made demolition more challenging. This building's construction began later than 10, requiring additional planning.

Total Size: 11,310 sf

14-16 West Union – PM Management – Guy Philips

The final building in the fire required additional bracing, due to the shared wall with 12 and the Owner wanted to keep the historic façade. The Owner requested a delay in construction while he applied for an historic tax credit.

Total Size: 10,727 sf



Additional Project Information

References:

Guy Philips, PM Management
74.592.5465
manager@housinghotlink.com

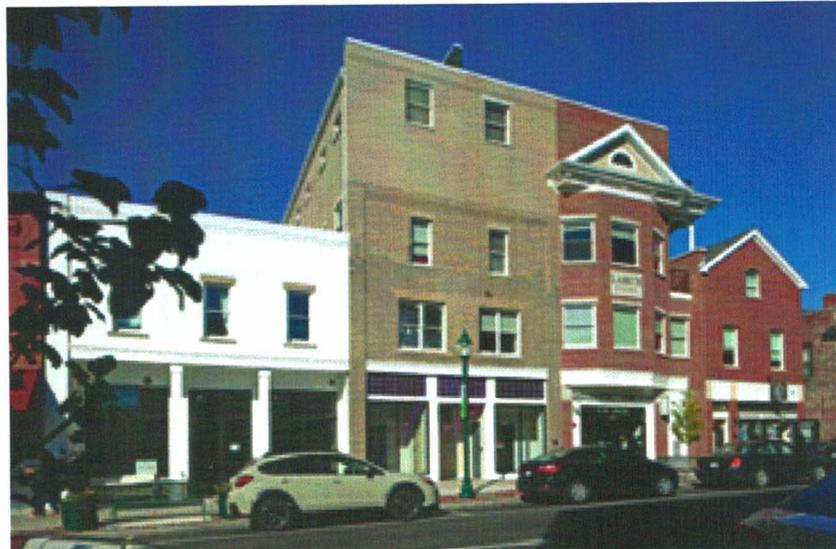
Construction Cost: \$5,132,049

Delivery Method: general contracting

Services: Full architectural services

Team Members:

David Moran, Project Manager
T. Michael Corathers, Production Manager



OHIO UNIVERSITY - TUPPER/LINDLEY HALL CLASSROOM & OFFICE BUILDING RENOVATIONS

Originally built in 1915, Tupper Hall is three story structure that served as classrooms, offices, studio and conference rooms until 2010 when it became unoccupied. Lindley Hall was a female residence hall, built in 1917. The building housed numerous university departments over the years, until 2013 when the departments were re-located to different sites, including 31 South Court Street. Since 2013, the building had also remained unoccupied.

Two Athens based architectural firms shared responsibility on the rehabilitation of Tupper and Lindley Hall. As the second joint effort project for Ohio University by RVC Architects and BDT Architects & Interior Designers, both Tupper and Lindley Hall were renovated as generic, flexible classrooms and faculty offices. Completed in 2015, the buildings are being used as swing spaces and have had to meet the requirements of many diverse programs and departments.

- Public Improvement Project
- Phased Construction
- Interior Renovation
- Constricted Site
- MEP/FS Improvements
- Occupied during Construction



Components of the Renovations

- Building Envelope (new roof (Tupper only) new custom windows (Tupper only), Masonry repairs)
- Constricted sites including street access closures
- Mechanical/Electrical/Plumbing upgrades and replacement
- Hazardous material assessment and abatement
- Life safety improvements (Lindley Hall only)
- New elevator (Tupper only)
- Interior finishes upgrade
- Connector and egress path enhancement (Lindley Hall only)
- LEED Silver Certification (Tupper Hall only)

Additional Project Information

Size renovated/addition: 119,392/3,888 sf

Delivery method: general contracting

References:

Mike West, Project Manager

740.593.9874

westm@ohio.edu

Team Members:

David Moran

Project Management Lead (CA)

Jon Stevison

Construction Administrator

Budget:

Estimate \$15,880,696

Bid \$14,012,100

Final \$15,239,925

