



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

State of West Virginia
Contract

Order Date: 05-16-2023

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CCT 0211 4070 GSD2300000008 1	Procurement Folder:	1214357
Document Name:	EOI: Engineering Project Management Advisor Services	Reason for Modification:	Award of CEOI GSD2300000009
Document Description:	EOI: Engineering Project Management Advisor Services		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Melissa Pettrey		
Telephone:	(304) 558-0094		
Email:	melissa.k.pettrey@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2023-06-01
Free on Board:		Effective End Date:	2023-11-30

VENDOR

Vendor Customer Code: VC0000080982
SMC HOME INSPECTIONS LLC
1010 1ST AVE

CHARLESTON WV 25302
US
Vendor Contact Phone: 304-345-6429 Extension:

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

DEPARTMENT CONTACT

Requestor Name: David K Parsons
Requestor Phone: 304-352-5486
Requestor Email: david.k.parsons@wv.gov

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FILE LOCATION _____

INVOICE TO

DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
103 MICHIGAN AVENUE
CHARLESTON WV 25305
US

SHIP TO

DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES
103 MICHIGAN AVENUE
CHARLESTON WV 25305-0123
US

5-17-23 BAT

Total Order Amount: \$145,600.00

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: *Munx Aug 5/17/2023*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John L. Gray*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *5/25/2023*
ELECTRONIC SIGNATURE ON FILE

Extended Description:
Professional Engineering Services Contract
Engineering Project Management Advisor Services

This Purchase Order constitutes the acceptance of contract by and between the State of West Virginia by the Purchasing Division Director for the Agency: The West Virginia Department of Administration, General Services Division and SMC Home Inspections LLC, of Charleston, WV into a contract for Engineering Project Management Advisor Services, per the bid requirements and terms and conditions of the Expression of Interest CEOI GSD2300000009, Addendum #1 (dated 04/28/2023), the Vendor's proposal (dated 05/02/2023), and the attached agreement (dated 05/06/2023)..

Execution of this agreement by the Purchasing Director, or their designee, constitutes acceptance by those parties of the Terms and Conditions contained in the contract documents and binds the Vendor whose signature appears therein to said documents.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81101508	0.00000		0.000000	\$145,600.00
Service From	Service To	Manufacturer	Model No		
2023-06-01	2023-11-30				

Commodity Line Description: EOI: Engineering Project Management Advisor Services

Extended Description:
\$140.00/hour for the indicated project hours below

- Bldg. 1 FC Replacement Ph. 2 - 150 hrs.
- Bldg. 1 FC Replacement Ph. 3 - 170 hrs.
- Bldg. 1 FC Replacement Ph. 4 - 200 hrs.
- Bldg. 1 FC Replacement Ph. 5 - 400 hrs.
- Main Capitol Ext. Light Projects - 50 hrs.
- Capitol Complex Chilled Water Project - 70 hrs.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of SIX (6) MONTHS. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to ZERO (0) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐☐☐☐

9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 § 148-1-5.2.b.

20. TIME: Time is of the essence regarding 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 WITH LAWS: 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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.

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 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.

32. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

Revised 11/1/2022

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

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

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

37. NO DEBT CERTIFICATION: 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 a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA 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.

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.

(Printed Name and Title) Fred Scott Mason PE, President

(Address) 1010 1st Avenue, Charlestown, West Virginia 25302

(Phone Number) / (Fax Number) 304-345-6429

(Email address) scott.mason@suddenlink.net

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

SMC Home Inspections LLC

(Company)

Fred Scott Mason PE
(Signature of Authorized Representative)

Fred Scott Mason PE, President, 5/16/2023

(Printed Name and Title of Authorized Representative) (Date)

304-345-6429

(Phone Number) (Fax Number)

scott.mason@suddenlink.net

(Email Address)

EXPRESSION OF INTEREST

A/E Services –Engineering Project Management Advisor
CEOI GSD2300000009

SECTION THREE: PROJECT SPECIFICATIONS

1. **Background:** In 2018, the Agency introduced a new Section into its organization, specifically for the management of projects related to improving the energy efficiency in the operation of buildings statewide. This Energy Management Section is planning and undertaking multiple projects, designed both in-house and by third-party contracted Architecture and Engineering firms, to meet this overarching goal. In order to adequately plan, design and administer these projects, the Agency has identified the need for a consultant with experience in designing and administering projects of this type to be available, in the Agency's offices and at the Agency's facilities, for the life of the Contract, to respond to any project-related need as it arises.
2. **Project and Goals:** The project goals and objectives are listed below. Vendors should discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:
 - 2.1. **Goal One** of the EOI is to provide engineering project management advisory and/or design services, specifically to assist the Agency in preparing and reviewing complex specifications for construction projects, as created by the Agency's personnel or by third-party A/E firms. The projects for which this limited term contract shall provide these services are as follows:
 - 2.1.1. State Capitol West Wing Fan Coil Unit Replacement Projects, Phases 2 and 3: these two projects are awarded construction projects to replace mechanical and electrical equipment for which the Agency will require a consulting engineer's services to administer the construction, including monitoring work for conformance to contract documents and responding to Request for Information which might arise during the completion of the work.
 - 2.1.2. State Capitol East Wing Fan Coil Unit Replacement, Phase 4: this project has similar scope but is in the bidding phase. The Agency will require a consulting engineer's services to evaluate submitted bids for award, then to administer the construction.

EXPRESSION OF INTEREST

**A/E Services –Engineering Project Management Advisor
CEOI GSD2300000009**

2.1.3. State Capitol East and West Wing Fan Coil Unit Replacements, Phases 5 and 6: this project has similar scope but is in the design development/construction documents phase. The Agency will require a consulting engineer's services to complete design and bidding documents, then to potentially support award and construction administration.

2.1.4. Main Capitol and Capitol Complex Exterior Lighting Upgrade projects: the Agency is currently under contract with a third-party A/E firm to design lighting upgrades to the South Lawn, East Lawn, Main Capitol Building and North Capitol Complex. The Agency will require a consulting engineer's services to act as peer reviewer of that design firm's deliverables and to support construction administration efforts.

2.1.5. Capitol Complex Chilled Water System Modifications project: the Agency is currently in the process of hiring a third-party A/E firm to assess the Capitol Complex Chilled Water Distribution System to seek out improvements. The Agency will require a consulting engineer's services to act as a peer reviewer of the assessment and any resulting design deliverables and to support construction administration efforts.

The Vendor must be able to read and comprehend construction specifications, project manuals, and architectural drawings. Vendor will be expected to provide verbal and written recommendations for accepting or revising specifications and drawings. The vendor must be versed in the use of design programs to compile workable drawings, specifications, manuals suitable for bidding purposes in preparation for the Agency to let projects for competitive bid. The Vendor will be required to produce specifications and drawings as well as use design programs.

Within their proposal, interested vendors should include documentation to indicate their ability to understand construction specifications, project manuals and drawings, by providing sample projects in which they have been completed. Vendor should include, within these samples of experience, the names of design programs with which they have worked and how each program was used to execute the project.

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A/E Services –Engineering Project Management Advisor
CEOI GSD2300000009

- 2.2. Goal Two** is to provide for an engineering project management advisory consultant who can assist the Agency in troubleshooting issues, designing, and planning projects to improve various types of heating plants including medium pressure (90 psi) central boiler heating plants, central chilled water plants in excess of 2500 tons, and specialized heating or cooling data center applications and/or related structures. The Agency inventory of equipment ranges from rooftop cooling units, a central chilled water plant, heat pumps both water and glycol, steam radiators, steam reheats, water and steam heat exchangers, ice generation plants, centrifugal chillers, air cooled chillers and various types of equipment manufacturers of various ages. Electrical equipment including but limited to medium voltage switchgear, transformers, distribution systems including lighting systems of various types.

Within their proposals, interested vendors should include documentation to demonstrate experience having worked on the systems indicated above. In their documented sample projects, Vendor should provide detailed information about the HVAC systems they have worked with, describing for each project the overall effort. Projects should include those where improving energy efficiency was a core goal.

- 2.3. Goal Three** is to provide for an engineering project management advisory consultant design professional who can assist the Agency in daily coordination of contractors and third-party A/E firms who would be undertaking the design and/or construction of various projects. Vendor will not be required to act in any capacity as a contractual representative of the Agency, but may be required to represent the Agency through written and verbal communications, attendance at meetings, and visiting Agency construction jobsites.

Within their proposals, interested vendors should include documentation to demonstrate experience in having performed construction administration and management on projects. Vendors should expressly describe their role in the provided project samples. Vendors should also include any projects in which they oversaw the services of A/E firms, as a design lead Engineer, Engineering manager, etc.

EXPRESSION OF INTEREST

**A/E Services –Engineering Project Management Advisor
CEOI GSD2300000009**

- 2.4. Goal Four** is to provide for an engineering project management advisory consultant who can assist the Agency in overseeing and performing project planning. Vendor will be required to perform in an advisory role and to provide opinions as to the best methods to proceed with planning and undertaking the aforementioned construction projects. Vendor will be required to mentor Agency staff in the appropriate means and methods by which construction projects should be planned, undertaken and administered. Vendor may be required to participate in meetings with the Agency when seeking input or review and approval from third-party stakeholders or entities having jurisdictional authority over the various projects. Examples of these stakeholders or entities might include the WV State Historic Preservation Office, the Capitol Building Commission, the WV State Fire Marshal, and tenant State Agencies.

Within their proposals, interested vendors should include documentation to demonstrate experience in having performed project planning and management on projects that required third-party stakeholder review and approval, specifically on projects where the aforementioned exemplary stakeholders were involved. Vendors should demonstrate experience in which they have worked with governmental entities, such as WV State Agencies, to plan and administer projects. Project descriptions should name specific stakeholder entities or Agencies, and should describe how the vendor worked to coordinate project planning with entity or Agency policies (e.g., safety policies, information release and storage policies, security and access policies, travel policies, etc.). Vendor will be required to abide by all such policies when working in the Agency offices, at the Agency facilities, and at the Agency's project job sites.

- 2.5. Goal Five** is to provide for an engineering project management advisory consultant who can assist the Agency in all of the aforementioned Goals/tasks on mechanical, electrical, plumbing and industrial engineering projects. The Agency believes that, in order to do so, the vendor must have experience as a professional engineer (PE) and that experience over a longer duration indicates a more in-depth knowledge of the various types of systems and projects the advisory consultant will encounter while under Contract with the Agency. The successful Vendor will be required to have no financial interest in any A/E firm or contractor eligible to bid on solicitations let by the Agency.

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**A/E Services –Engineering Project Management Advisor
CEOI GSD2300000009**

Within their proposals, interested vendors should include documentation to demonstrate experience as a professional engineer. The expected documentation would be work experience, project experience, etc. Vendor should document having registered and been in good standing with the WV Board of Registration of Professional Engineers. Vendors should also address how they will remain free of conflict with any potential firm or contractor proposing or bidding on Agency solicitations.

- 2.6. Goal Six** is to provide for an engineering project management advisory consultant who can assist the Agency on an hourly basis. The Agency will supply their selected vendor with a report of the progress of the various projects from which they will be requested to provide an itemized (by project) estimate of the quantity of hours required to complete the project through the term of the contract. The Vendor will work in office space, using equipment and network access (for communications, use of software, etc) provided by the Agency. The Vendor will comply with all rules, regulations, and policies regarding the use of State resources. The Vendor will work a schedule set by the Agency, deviations from which shall require advanced notification to the Agency. The Vendor will be required to provide a weekly summary report of all compensable time showing time spent on projects worked. Vendor will also be required to maintain a cellular phone, so that the Agency can remain in contact as needed.

Within their proposals, interested vendors should include documentation to indicate that they understand this intended project approach. Vendor should indicate within their proposal that they are ready, willing and able to work at the Agency's offices at the State Capitol in Charleston, WV, comply with all Agency requirements for doing so, and that they will be able to bill hourly for their services. **SPECIFIC HOURLY COST, OR ANY OTHER COSTS TO THE AGENCY, MUST NOT BE INCLUDED IN THE PROPOSAL.**

- 3. Qualifications, Experience, and Past Performance:** Vendors must include a statement of qualifications and performance data. The statement of qualifications and performance data may be presented through things like 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 the project goals and objectives and how they were met.

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**A/E Services –Engineering Project Management Advisor
CEOI GSD2300000009**

- 4. Oral Presentations/Interviews:** The Agency will conduct individual interviews with the three vendors that are determined to be the most qualified to provide the required service. During oral presentations/interviews, vendors may not alter or add to their submitted proposal, but only clarify information already submitted. A description of the materials and information to be presented is provided below:

4.1. Materials and Information Required at Oral Presentation/Interviews:

- 4.1.1.** Vendors selected for an interview should be prepared to conduct a presentation at the Agency's office and participate in an open interview of approximately one (1) hour in duration. Generally, the first half of the allotted hour is for the Vendor to present to a committee, with the latter half reserved for a question-and-answer session.

EXPRESSION OF INTEREST

A/E Services –Engineering Project Management Advisor
CEOI GSD2300000009

SECTION FOUR: VENDOR PROPOSAL, EVALUATION, & AWARD

1. **Economy of Preparation:** EOIs should be prepared simply and economically, providing a straight-forward, concise description of the firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
2. **BIDS MUST NOT CONTAIN PRICE INFORMATION:** The State shall select the best value solution according to W. Va. Code §5G-1-3. In accordance with Code requirements, no "price" or "fee" information is permitted in the Vendor's EOI 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 W.Va. Code §5G-1-3. That Code section requires the following related to evaluation and award:
 - 3.1. **Selection Committee Evaluation and Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
 - 3.1.1. 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.
 - 3.1.2. Conduct interviews with each of the three firms selected.
 - 3.1.3. Rank the three selected firms in order of preference
 - 3.1.4. Commence scope of service and price negotiations with the highest qualified professional firm.

If negotiations are successful, the contract documents will be forwarded to the WV Purchasing Division for review and approval, and then to the WV Attorney General's office for review and approval as to form. Once approved, a formal contract will be issued to the Vendor.

EXPRESSION OF INTEREST

**A/E Services –Engineering Project Management Advisor
CEOI GSD2300000009**

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, the agency will then commence negotiations with the second most qualified firm, and so on, until an agreement is reached or the solicitation is canceled.

- 3.2. Three Firm Evaluation Rankings:** The Agency will evaluate the three firms that have been determined most qualified to perform the desired service. The evaluation criteria are 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, Experience, and Past Performance	80 Points Possible
• Goals and Objectives: – Anticipated Concepts and Methods of Approach	10 Points Possible
• <u>Oral Interview</u>	<u>10 Points Possible</u>
Total	100



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

State of West Virginia
Centralized Expression of Interest
Architect/Engr

Proc Folder: 1214357

Doc Description: EOI: Engineering Project Management Advisor Services

Reason for Modification:

Addendum No. 1

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2023-04-28	2023-05-02 13:30	CEOI 0211 GSD2300000009	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor
Signature X

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.

Central Expression of Interest (CEOI)

The Acquisitions and Contract Administration Section of the Purchasing Division ("Purchasing Division") is soliciting Expression(s) of Interest ("EOI" or "Bids") for Department of Administration, General Services Division ("Agency"), from qualified firms to provide architectural/engineering services ("Vendors") to provide engineering project management advisory services to assist and support the Agency's Energy Management Section per the bid requirements, specifications, and terms and conditions as attached hereto.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV 25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES 103 MICHIGAN AVENUE CHARLESTON WV 25305-0123 US

Line	Comm Ln Desc	Qty	Unit Issue
1	EOI: Engineering Project Management Advisor Services		

Comm Code	Manufacturer	Specification	Model #
81101508			

Extended Description:

EOI: Engineering Project Management Advisor Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Question Deadline @ 1 PM ET	2023-04-25

SOLICITATION NUMBER: CEOI GSD2300000009

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum is issued to publish and distribute the following information to the Vendor community.

1. To publish responses to Vendor Technical Questions, per attachment A.

No other changes.

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

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

**CEOI GSD2300000009 Engineering Project Management Advisor
Technical Questions & Responses**

- Q 1.** The subject EOI states in section 2.6 Goal 6, that work is to be done at an office in the State Capitol. Why is there a requirement in section 8 (insurance) for auto insurance, since no driving is involved?
- A 1.** The Agency had followed the guidance of the BRIM for insurance requirements. The Agency has determined that any off-site work that would/could be performed as a portion of this contract will require vendor to utilize Agency owned transportation, and will be removing the requirements of Section 8 (of the General Terms and Conditions) coverage for the Automobile Liability Insurance.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CEOI GSD2300000009

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.

Company

Authorized Signature

Date

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CE01 GSD2300000009

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.

SMC HOME INSPECTIONS LLC.
Company

Gen. Scott M. Munn
Authorized Signature

4/28/2023
Date

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

SMC Home Inspections LLC
Terms and Conditions

SMC Home Inspections, LLC, is a company providing Engineering Project Management Advisory services, located and registered as a domestic corporation in the State of West Virginia, whose office is located at 1010 1st Avenue, Charleston, WV 25302. This agreement, made effective 5/15/2023, shall remain in full force and effect during the life of the Contract. The General Conditions of the Contract supersede this agreement in the instance of any conflicts between the two documents.

WORK TO BE PERFORMED

SMC Home Inspections LLC will perform the professional services described in the Centralized Expression of Interest (and any Addenda issued), to the satisfaction of the Agency, with the standard of professional care and skill consistent with locally accepted standards. The consultant shall:

- provide engineering project management advisory services, specifically to assist the Agency in reviewing complex specification for construction projects, as created by the Agency's personnel or by third-party A/E firms. The Vendor must be able to read and comprehend construction specifications, project manuals, and architectural drawings. Vendor will provide verbal and written recommendations for accepting or revising specifications and drawings. The vendor will use design programs to compile workable drawings, specifications, manuals suitable for bidding purposes in preparation for the Agency to let projects for competitive bid.
- assist the Agency in troubleshooting issues and designing and planning projects to improve various types of heating plants including medium pressure (90 psi) central boiler heating plants, central chill water plants in excess of 2500 tons, and specialized heating or cooling data center applications. The Agency inventory of equipment ranges from roof top cooling units, a central chilled water plant, heat pumps both water and glycol, steam radiators, steam reheats, water and steam heat exchangers, ice generation plants, centrifugal chillers, air cooled chillers and various types of equipment manufacturers of various ages.
- assist the Agency in daily coordination of contractors and third-party A/E firms who will be undertaking the design and/or construction of various projects. Vendor will not be required to act in any capacity as a contractual representative of the Agency, but will be required to represent the Agency through written and verbal communications, attendance at meetings, and visiting Agency construction jobsites.
- assist the Agency in overseeing and performing project planning. Vendor will be required to perform in an advisory role and to provide opinions as to the best methods to proceed with planning and undertaking construction projects. Vendor will be required to mentor Agency staff in the appropriate means and methods by which construction projects should be planned, undertaken and administered. Vendor will be required to participate in meetings with the Agency when seeking input or review and approval from third-party stakeholders or entities having jurisdictional authority over the various projects. Examples of these stakeholders or entities might include the WV State Historic Preservation Office, the Capitol Building Commission, the WV State Fire Marshall, and tenant State Agencies.
- assist the Agency in all of the aforementioned Goals/tasks on mechanical, electrical and industrial engineering projects. The Vendor will be required to maintain no financial interest in any A/E firm or contractor eligible to bid on solicitations let by the Agency, with the understanding that Vendor must

notify Agency of any change in this status, and that any change in this status will be grounds for immediate termination of the Contract.

- assist the Agency on a daily basis, with compensation being on an hourly basis, at the rate of **\$140.00 per hour**. No additional compensation will be paid by the Agency for any quantity of hours worked (i.e., there will be no overtime rate of any kind). Vendor will be provided office space, equipment and network access (for communications, use of software, etc) by the Agency. Vendor will be required to comply with any Agency or State of West Virginia policies regarding these provisions (including, but not limited to, background checking, cyber and building security, communications protocols, dress code, etc.). Failure to agree to adherence to any policy will be grounds for immediate termination of the contract.
- Agree to a daily schedule with the Agency and adhere to the schedule to be best of the Vendor's ability, while notifying the Agency appropriately (in writing and in advance) of any deviation from the established schedule.

DEFINITIONS

- A. Agreement - The term Agreement shall refer to the Contract, whether in contract or letter form, that specifies the services to be performed.
- B. Engineer - The term Engineer shall mean a person trained and skilled in the design, construction and use of engines, machines, public works, buildings and non-building structures, in this instance SMC Home Inspections LLC, specifically F. Scott Mason, PE, interchangeable herein with "Vendor."
- C. Owner - The term Owner shall mean the Agency, designated as the WV Department of Administration, General Services Division.

BILLING AND PAYMENT POLICY

SMC Home Inspections LLC provides bi-weekly, per-hour billings. Payment is due 30 days from the date of the invoice. In the event of termination, suspension or abandonment of the project by the Owner, the Engineer shall be paid for services performed to date. Invoices shall be submitted to the Agency by email, to GSDInvoices@wv.gov. Invoices shall clearly indicate the date of services performed, the quantity of billed hours, the hourly rate agreed to by the Contract, and the Contract number. Invoices should also contain a basic description of the tasks completed within each billing period.

CONSEQUENTIAL DAMAGES


To the fullest extent permitted by law, notwithstanding any other provision to the contrary, neither Owner nor SMC Home Inspections LCC. shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to this agreement.

GENERAL PROVISIONS

- A. This Agreement shall be governed by the laws of the State of West Virginia.
- B. The Engineer shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.

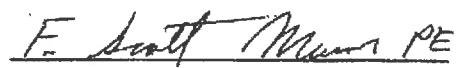
- C. At the Owner's request, the Engineer shall provide services for the hourly rate established in the contract. No additional fees will be charged by the Engineer or paid by the Agency. Any modifications to the Scope of Services specified herein, or any assumption of additional services not included within the original agreement/contract, must be agreed to in writing and must be affirmatively accepted by both parties.
- D. Any notice to either party must be in writing, signed by the party giving it and must be served personally or by registered or certified mail to the most current address on file for the Agency or the Engineer.

This Agreement entered into as of the day and year first written above.


OWNER (signature)

R. P. Kipetich
(Printed Name and Title)

5/15/23
(Date)


ENGINEER (signature)

F. SCOTT MASON PE
(Printed Name and Title)

5/15/2023
(Date)

SMC Home Inspections LLC

1010 1st Avenue, Charleston WV, 25302 | 304-345-6429 | scott.mason@suddenlink.net

5/6/2023

Department of Administration
General Services Division
103 Michigan Avenue
Charleston, West Virginia 25305-0123

Dear Sir :

SMC Home Inspections is the company providing Engineering Project Management Advisory Services, located, and registered as a domestic corporation in the State of West Virginia, whose office is located at 1010 1st Avenue, Charleston West Virginia 25302. This agreement made effective 5/15/2023, shall remain in full force during the life of the contract. The general conditions of the contract supersede this agreement in the instance of any conflicts between the two documents.

Work to be performed:

1. Building 1 FC Replacement Project Phase 2; The consulting engineer will provide services to administer the contract, including monitoring the work for conformance to the contract documents and responding to RFI's that might arise during construction. **-150 Hours.**
2. Building 1 FC Replacement Project Phase 3; The consulting engineer will provide services to administer the contract, including monitoring the work for conformance to the contract documents and responding to RFI's that might arise during construction-**170 Hours.**
3. Building 1 FC Replacement Project Phase 4; The consulting engineer will provide services to evaluate the sealed bids and administer the contract, including monitoring the work for conformance to the contract documents and responding to RFI's that might arise during construction **-200 Hours.**
4. Building 1 FC Replacement Project Phase 5; The consulting engineer will provide services to design the air handler replacement, produce bidding documents, evaluate the sealed bids and administer the contract, including monitoring the work for conformance to the contract documents and responding to RFI's that might arise during construction **-400 Hours.**
5. Main Capitol and Capitol Exterior Lighting Upgrade Projects. The consulting engineer will provide services to act as a peer reviewer of that design firm's design deliverables and to support construction administration efforts. **-50 Hours.**
6. Capitol Complex Chilled Water Systems Modifications Project. The consulting engineer will provide services to act as a peer reviewer of that design firm's assessment and to support construction administration efforts **-70 Hours.**

At the request of **GSD** the engineer shall provide services for the hourly rate of **One hundred forty dollars per hour (\$140/hr.)** No additional fees will be charged by the engineer or paid by the agency. Any modification to the scope of services specified herein, or any assumption of additional services not included within the original agreement/contract, must be agreed to in writing and must be affirmatively accepted by both parties.

Sincerely,

F. Scott Mason PE

F. Scott Mason PE (WV, OH)

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