



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

# State of West Virginia Purchase Order

Order Date: 08-15-2024

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:	CPO 0313 0313 DEP2500000002 1	Procurement Folder:	1337601
Document Name:	DLR - Design-Build Owner Advisor Services	Reason for Modification:	
Document Description:	DLR - Design-Build Owner Advisor Services		
Procurement Type:	Central Purchase Order		
Buyer Name:	Joseph E Hager III		
Telephone:	(304) 558-2306		
Email:	joseph.e.hageriii@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2024-09-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-08-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VC0000107769 BURNS & MCDONNELL ENGINEERING COMPANY INC 9400 WARD PARKWAY  KANSAS CITY MO 64114 US Vendor Contact Phone: 8606949557 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Jessica S Chambers Requestor Phone: (304) 414-1140 Requestor Email: jessica.s.chambers@wv.gov  <b>2025</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION DIVISION OF LAND RESTORATION 601 57TH ST SE CHARLESTON WV 25304 US

8/26/24

Purchasing Division's File Copy

Total Order Amount: \$2,720,200.00

PURCHASING DIVISION AUTHORIZATION DATE: 8/15/24 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: 8/28/24 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: 8/28/24 ELECTRONIC SIGNATURE ON FILE
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8/28/2024

**Extended Description:**

The vendor, Burns & McDonnell Engineering Company, agrees to enter into this contract with the agency, The West Virginia Department of Environmental Protection, for design-build Owner Advisor services for the Division of Land Restoration per the specifications, terms and conditions, and the vendors negotiated scope of work attached as Exhibit A, all incorporated herein by reference and made a part here of.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	80101600	0.00000		0.000000	2720200.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** Owner Advisor Services

**Extended Description:**

Owner Advisor Services

## **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 \_\_\_\_\_. 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 \_\_\_\_\_ 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**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 (one million) per occurrence.

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

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000 (one million) 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.

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**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.

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

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

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

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

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

**30. 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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**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.

**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](mailto: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) Sarah Lothman, Project Manager

(Address) 4200 Wilson Blvd, Suite 600, Arlington, VA 22203

(Phone Number) / (Fax Number) (202) 987-2524

(email address) selothman@burnsmcd.com

**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.

Burns & McDonnell Engineering Co., Inc.

(Company) Jeffrey W. Ganthner

(Signature of Authorized Representative)

Jeffrey W. Ganthner, DSL, AIA | Vice President & General Manager | July 17, 2024

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

phone (757) 317-0308 | fax (757) 640-9444

(Phone Number) (Fax Number)

jganthner@burnsmcd.com

(Email Address)

**EXHIBIT A**  
**Scope of Services for Design-Build Pilot**  
**Owner's Advisor Services**

**GENERAL**

The West Virginia Department of Environmental Protection (WVDEP, Owner) is implementing a Design-Build Pilot Program in accordance with Senate Bill 439 and has selected the Owner's Advisor (OA) to provide Owner's Advisor Services. Under this Agreement, the Owner's Advisor will assist WVDEP in implementing its Design-Build Pilot Program.

Owner's Advisor will provide consulting services and experienced staff resources to assist WVDEP in the implementation of their Design-Build Pilot Program as defined in this Scope of Services. Owner's Advisor will work collaboratively with WVDEP to support implementation of the Pilot Program; Owner's Advisor will consult with and report to WVDEP with WVDEP being responsible for final responses and decisions. Deliverables defined in this Scope of Services will be developed jointly by WVDEP and Owner's Advisor in a coordinated fashion based on information and data provided by WVDEP.

It is understood that the Owner's Advisor does not assume any responsibility for the accuracy and completeness of data and/or documents prepared by others, or for defects, omissions, departures from contractual requirements, or for means and methods of Design-Builders, or breach of performance of others working on the Design-Build Pilot Program. It is further understood that the Owner's Advisor will assist WVDEP in its efforts to implement the Design-Build Pilot Program, but that Owner's Advisor services are not intended to, and cannot, eliminate all risk or guarantee an efficient or best value program and/or project.

**Additional Services.** At the discretion of WVDEP and during the completion of the services defined in this Agreement, Owner's Advisor may be requested to provide additional Owner-authorized services related to the Pilot Program under an amendment to this Agreement and/or a separate agreement.

**BASIC SCOPE OF SERVICES**

The Basic Scope of Services to be provided by the Owner's Advisor under this Agreement are described below and organized under the following Task Series (Service Lanes):

TASK SERIES 100 – PROJECT/PROGRAM MANAGEMENT AND ADMINISTRATION

TASK SERIES 200 – PROJECT CONTROLS

TASK SERIES 300 – DESIGN-BUILD PROCUREMENT SUPPORT

TASK SERIES 400 – STAKEHOLDER ENGAGEMENT

TASK SERIES 500 – PRECONSTRUCTION AND ESTIMATING

TASK SERIES 600 – TECHNICAL AND CONSTRUCTION-RELATED SUPPORT

**DESCRIPTION OF BASIC SCOPE OF SERVICES**

The following is a description of the work to be performed under this Scope of Services to assist WVDEP with implementation of its Design-Build Pilot Program.

## **TASK 100: PROJECT/PROGRAM MANAGEMENT AND ADMINISTRATION**

Below are specific project/program management and administration tasks to be performed by the Owner's Advisor during the service period. The Owner's Advisor can provide additional project/program management and administration services as requested by WVDEP and mutually agreed upon as Additional Services.

### **101 PROJECT/PROGRAM MANAGEMENT AND ADMINISTRATION**

Close collaboration with Owner staff and implementation of a structure for the overall delivery of the Design-Build Pilot Program is important to the successful implementation of the Program. The Project/Program Management and Administration effort provides for collaboration between the Owner's Advisor, WVDEP, and Design-Builders as well as the definition of the program structure. Project/Program Management and Administration services included in this scope are anticipated to be provided over a 24-month period beginning in August 2024.

Owner's Advisor's Project Manager will serve as WVDEP's primary point of contact regarding efforts such as client correspondence, planning, master scope management, project finances, project staffing, project controls, procurement support, stakeholder engagement, preconstruction and estimating, and technical and construction-related support. The project manager, supported by an assistant project manager, will work closely with the Owner's project team, including leading coordination with task leaders, throughout the implementation of the Pilot Program to confirm Owner's Advisor services are being provided in alignment with this Scope of Services.

### **102 OWNER'S ADVISOR MOBILIZATION**

Owner's Advisor will mobilize on the project, facilitating alignment of Pilot Program goals and objectives with OA and Owner teams. OA will organize, lead and attend a program kickoff meeting to present the proposed workflow, scope requirements and costs for WV DEP review and consideration. OA will work with WVDEP to gain an understanding of pilot projects and WV DEP key factors of success during this workshop and prepare a post-workshop summary to confirm project understandings. Mobilization also includes efforts associated with revisions to the workflow, scope requirements and costs associated with WVDEP-directed changes.

### **103 PROGRESS MEETINGS**

Monthly virtual progress meetings will be held with WVDEP to assess Owner's Advisor progress and management of the project. Each meeting will include an agenda and notes for distribution to the team in e-mail form. Core team members from OA and WVDEP teams will hold a weekly coordination call. Each meeting will include an agenda and notes for distribution to the team in e-mail form.

### **104 PROGRAM MANAGEMENT PLAN**

Recommendations and responsibilities endorsed by WVDEP will be documented in a Program Management Plan (PMP), to be developed by the Owner's Advisor for consideration and acceptance by WVDEP. The PMP will align the Design-Build Pilot Program's objectives with the Owner's Advisor scope of services by describing how various functions will be performed, including administrative procedures,

project controls, quality assurance/quality control, and project contract management. The PMP is intended to serve as a living document. As such, it will be updated annually as needed.

#### **105      QUALITY ASSURANCE/QUALITY CONTROL**

Owner's Advisor will perform QA/QC reviews for deliverables it prepares under this scope of services in accordance with the Program Management Plan and prior to submittal of all draft and final deliverables. Owner's Advisor will not perform QA/QC reviews of deliverables prepared by others.

#### **106      QUARTERLY REPORTING**

Owner's Advisor will provide a Quarterly Progress Report for the Program. The objective of this report is to provide a brief, yet thorough overview of the Pilot Program. A typical Quarterly Progress Report will provide update and status on pilot project procurement, preconstruction, schedules, cost/cash flow management, and other items related to project delivery. Presentation of quarterly reports will take place as part of progress meetings scheduled throughout the duration of the Pilot Program.

## **TASK 200: PROJECT CONTROLS**

Below are specific project controls tasks to be performed by the Owner's Advisor during the service period. The Owner's Advisor can provide additional project controls services as requested by WVDEP and mutually agreed upon as Additional Services.

### **201 REVIEW OF EXISTING METHODOLOGY & REPORT OF FINDINGS/RECOMMENDATIONS**

Owner's Advisor will review existing WVDEP methods, templates, systems, and deliverable expectation. OA will evaluate relevant contract and scope documents to identify program complexities and interdependencies of the resources and systems.

### **202 TOOLS & PROCESSES**

The tools, technologies, and reporting will be developed for WVDEP from best practices of past programs and tailored specifically for WVDEP. These will be designed to help WVDEP manage key issues and risks while aligning with the existing suite of tools and processes. The target for the project controls tools is such that WVDEP can highlight potential changes to schedule and budget before they occur and can help manage potential claims and change orders.

The suite of tools will be provided upon the conclusion of Owner's Advisor's evaluation of WVDEP's existing methodologies and direction provided by WVDEP.

Hosting services will be provided by the Owner's Advisor throughout the life of the Pilot Program for the necessary project execution and programmatic tools and/or systems required by the Owner's Advisor.

### **203 DASHBOARD REPORTING**

Key to successful program controls is transparency and the ability to actively monitor projects. Owner's Advisor will develop key PowerBI dashboards including schedule, financial, risk, and project status insights to help monitor project and program performance that will be available to WVDEP through a web-based portal. The OA will provide guidance to WVDEP staff on how to access and use the dashboards through one (1) virtual information/training session with WVDEP staff.

### **204 SCHEDULE MANAGEMENT**

The Owner's Advisor will support Pilot Program schedule management through the following activities:

- Develop a Pilot Program-wide schedule leveraging schedule information provided by Design-Builders using Oracle Primavera P6. The schedule will include milestones related to preconstruction, permitting, real estate, construction, punch list work and any other key activities as required by WVDEP.
- Update the schedules monthly throughout the Pilot Program lifecycle as updated information becomes available from the Design-Builders and WVDEP.
- Develop and implement the project controls reporting process to meet WVDEP's reporting requirements. Reporting is expected to occur monthly.
- Provide comments to WVDEP regarding design-builder contractor schedules related to the milestones identified in respective contracts.

## **205 COST MANAGEMENT**

The Owner's Advisor will support Pilot Program cost management through the following activities:

- Develop and implement the cost management process through collaboration with WVDEP for converting project estimates to project budgets for annual and total forecasted cost spend that can be monitored and compared against authorized amounts from the various funding sources.
- Develop and implement the recurring financial process (monthly) to update project actuals, accruals, and estimates to complete (ETC), variance explanations (year-end and estimates-at-completion).
- Develop and implement the project controls reporting process to meet WVDEP's reporting requirements. Reporting is expected to occur monthly.

## **206 RISK MANAGEMENT**

Owner's Advisor will develop a web application-based tool for the management of risk across multiple projects for an individual Owner and will implement it for the Design-Build Pilot Program. The risk tool utilizes a web form for consistent data entry and is processed in an Azure database, which allows for risk and probabilistic simulations via the Montecarlo method. The Owner's Advisor will establish the tool, fields, processes, and reports associated with risk in collaboration with WVDEP to be used as a template for Design-Builders. Additionally, Owner's Advisor will provide WVDEP supplemental reporting dashboards in PowerBI to view risk metrics and categorized impacts, and to be able to track the status of existing risk items that require tracking as identified for the overall Pilot Program or specific projects. Preliminary risk registers will be developed for informational purposes in conjunction with WVDEP to help WVDEP understand program and project risks early on.

## **207 DOCUMENT MANAGEMENT**

The Owner's Advisor will provide document control related services by receiving, recording, filing, and distributing program-related documents on behalf of WVDEP; such as design-builder submittals, requests for information, submittals, transmittals, notices, letters, and other documents related to project execution. All deliverables produced by the OA as part of the Pilot Program are owned by WVDEP. WVDEP shall have real-time access to the Owner-facing document control system and documentation. Specific activities provided by OA associated with Document Management include the following:

- Set-up and management of Pilot Program document control program.
- Routing and controlling documentation to and from WVDEP, WVDEP Design-Builders, and other relevant stakeholders.
- Storing and archiving of project and program documents.
- Issue monthly status reports.
- At the completion of the Pilot Program, OA will provide pilot program deliverables and data to the owner. WVDEP will be responsible for obtaining any necessary licenses desired by WVDEP at program closeout.

## **TASK 300: DESIGN-BUILD PROCUREMENT SUPPORT**

Below are specific Design-Build procurement support tasks to be performed by the Owner's Advisor during the service period. Owner's Advisor will utilize the WVDEP Design-Build Procedural rule as guidance for all work performed in Task 300. The Owner's Advisor will provide additional design-build procurement support services as requested by WVDEP and mutually agreed upon as Additional Services.

### **301 DESIGN-BUILD CONTRACT DEVELOPMENT**

Owner's Advisor will support WVDEP in the development of Design-Build contract documents by providing recommendations to WVDEP to consider for inclusion into WVDEP Pilot Program specific contract documents. Contract template documents to be reviewed by Owner's Advisor include general conditions, supplementary general conditions, and the Agreement to serve as the primary templates for DB Pilot Program Design-Build contracts.

#### **Key Assumptions:**

- Pilot Program Projects may be delivered via Fixed-Price or Progressive Design-Build.
- Industry-standard DB Contractual Templates (e.g., DBIA) will be utilized as base documents for the WVDEP-Pilot Program and specific project contract document development.
- WVDEP will purchase all contract templates required for contract development as necessary to maintain all applicable licensing requirements for WVDEP use.

### **302 PROCUREMENT DOCUMENT DEVELOPMENT**

Owner's Advisor will collaborate with WVDEP to develop a standard design-build procurement document for WVDEP's use on the DB Pilot Program. Owner's Advisor primary effort includes guiding and assisting WVDEP as the procurement documents are developed. Final Procurement Documents that are anticipated to be developed collaboratively with WVDEP include a design-build procurement document template for the DB Pilot Program along with project-specific procurement information for the four anticipated design-build procurement efforts.

The procurement document is anticipated to include project descriptions, submittal requirements, scoring methodology and other information that will allow WVDEP to select the most responsive design-builder for each of the DB Pilot Program projects.

It is anticipated that a total of six workshops will be conducted to review the procurement documents: two workshops for general procurement document review during template development along with one for each of the four DB Pilot Program projects. Draft procurement documents will be prepared by the OA for final WVDEP review and approval.

#### **Key Assumptions**

- Four projects will require procurement document development.
- This task does not include any technical scope development for the projects. These efforts are covered in Task Series 600 Technical Support.
- Procurements are assumed to be a two-step process, qualifications (RFQ) followed by technical proposals (RFP).

### **303 PROCUREMENT SUPPORT**

The Owner's Advisor will provide a variety of guidance to WVDEP during the procurement effort for each of the DB Pilot Program projects. These efforts include the following activities for each DB Pilot Program project:

- Prepare for and organize one project-specific industry day as directed by WVDEP prior to RFQ/RFP release (maximum of four)
- Plan and attend a pre-proposal meeting associated with each RFQ release (maximum of four)
- Offer relative internal scoring guidance for the scoring criteria developed for each project procurement for WVDEP consideration
- Support WVDEP response to DB firm questions during the procurement phase including the issuance of Requests for information (RFIs)
- Review qualification submittals for design-builders and provide general comments on each submittal for WVDEP review and consideration
- Upon request, virtually attend any WVDEP submittal review meetings to collectively review and discuss DB firm submittals
- Attend a maximum of three proprietary meetings over two days with shortlisted DB entities per project as requested by WVDEP
- Review technical proposal submittals and provide comments for each project as requested by WVDEP

#### **Key Assumptions:**

- The Owner's Advisor will not serve as a voting member during the procurement process and WVDEP will be responsible for selecting the design-builder they believe to be most appropriate for each respective project.
- Three RFIs and Two Addendum are assumed for each individual procurement effort.

### **304 CONTRACT NEGOTIATIONS**

As requested, the Owner's Advisor will support WVDEP during contract negotiations with selected design-builder for each respective DB contract and offer guidance for WVDEP consideration.

### **305 EXTERNAL STAKEHOLDER SUPPORT AND WORKSHOPS**

The Owner's Advisor will prepare for and lead up to four informational meetings for Contractors who might be interested in the WVDEP Pilot Program. These meetings will summarize the different projects, procurement process, the overall schedule and WVDEP goals and objectives for each of the projects. These meetings are anticipated to be held at different locations across the state.

The Owner's Advisor will also host up to four design-build common practices overview sessions for WV engineering firms and contractors who may be interested in participating in the program. The goal of these sessions is to provide engineering firms and contractors with the basics and common practices of design-build procurement and execution.

The Owner's Advisor will support the development of DB Pilot Program "Slick Sheets" comprising of program information, such as proposed project descriptions and schedules for WVDEP distribution.



“Slick Sheets” for each of the specific Pilot Program projects will also be developed. Efforts under this subtask are associated with the more technical elements required for these outreach documents as compared to the efforts identified in Task 400.

**Key Assumptions**

- WVDEP will lead the coordination of all external stakeholder engagement events, including identifying and locating host facilities for all meetings and training sessions.

**306 ADDITIONAL PROCUREMENT SERVICES**

Upon request of WVDEP, there may be additional procurement related activities that may arise during the contract term. No efforts associated with this task will be performed without written authorization by WVDEP.

## TASK 400: STAKEHOLDER & COMMUNITY ENGAGEMENT

The following scope on stakeholder & community engagement describes how the Owner's Advisor will engage industry partners and impacted communities. Where applicable, these efforts are in association with efforts described in Task 305.

### **401 STAKEHOLDER ENGAGEMENT**

This task includes engagement with stakeholders and industry partners - contractors, engineers, vendors, and suppliers – for the Pilot program. Services provided under this task are aimed at informing stakeholders about common industry practices to support WVDEP in building awareness of the Pilot Program and facilitating networking opportunities in support of formation of Design-Build teams.

- Assist in developing Program materials including posters and “slick sheets” (in conjunction with Task 305) for programs and delivery methods. (Up to 4)
- Develop quarterly email communications to update program stakeholders.
- Provide engagement support in Program and Project-specific industry days as identified in Task 300 with industry stakeholders to discuss the pilot program and provide information on different delivery methods and how that could be different for their businesses. This will also provide an environment for networking and teaming prior to RFP release. The following items will be provided as part of the industry kick-off:
  - Invites, reminders, and RSVPs
  - One press release about event
  - Annotated agenda/run of show
  - Contacting speakers
  - PPT and script
  - Facilitation
  - Meeting summary
  - Meeting logistics
    - Any costs associated with meetings (i.e., facility rental, refreshments, etc.) are not included in OA's scope of services and are to be paid for by WVDEP.
- Quarterly meetings will be held with industry stakeholders to provide updates on the projects and pilot program (Up to 4).
- Develop materials to garner understanding of new delivery methods. This will include one fact sheet with graphics and language that can be used on the website.

### **402 COMMUNITY ENGAGEMENT**

Engaging the Meadow Fork stakeholders before project RFP is developed will allow WVDEP to understand community expectations of the project.

Community Engagement includes the following specific activities:

- Assist DEP with planning one open-house meeting for the Meadow Fork project in advance of the RFP.
  - OA will develop invites, reminders, and track RSVPs
  - OA will prepare one press release about the event

- Develop one fact sheet for the Meadow Fork project.

## **TASK 500: PRECONSTRUCTION AND ESTIMATING**

### **501 PROJECT VALIDATION – SCOPE, COST, SCHEDULE & RISK**

At the outset of the pilot program, each project will be reviewed by the Owner's Advisor. As part of this task, the Owner's Advisor will:

- Establish recommended procedures for preconstruction and estimating for the design- builder selected for each pilot program project.
- Establish baseline Work Breakdown Structure based on scope for each pilot program project to be used as a guide for Design Builders.
- Develop conceptual, early cost model per AACE standards for each pilot program project (estimate classification assumed to be Class 5).
- Develop Level 1 CPM project schedule for each pilot program project.
- Create a preliminary risk register for each pilot program project for use by WVDEP.
- Meet with selected design-builder for each pilot program project for alignment on preconstruction and estimating procedures to be approved by WVDEP.

### **502 DESIGN-BUILDER PROCUREMENT**

This task includes procurement-related services of the Owner's Advisor's preconstruction and estimating resources not included in Task Series 300.

- Define cost of work, general conditions, indirect costs, and preconstruction services for WVDEP procurement documents.
- Provide guidance on typical industry metrics and/or percentages of cost of work for engineering, general conditions, indirect costs, overhead and profit and contingency costs.
- Review design-builder proposals for each pilot program project and provide comments to WVDEP for review and consideration.

### **503 DESIGN-BUILD SUPPORT**

For each Pilot Program project and at each project milestone, Owner's Advisor will review the following items prepared by design-builders and provide comments to WVDEP:

- Direct cost estimates
- General conditions and indirect costs
- Risk register and project contingency
- Project schedule
- Preconstruction fee
- Overhead and Profit fee and/or percentage

#### **TASK 600: TECHNICAL AND CONSTRUCTION-RELATED SUPPORT**

While it is anticipated that WVDEP will lead the technical responses to the design-builders, some additional technical and construction-related support may be required.

##### **601 PROCUREMENT DOCUMENT DESIGN SUPPORT**

The Owner's Advisor will recommend technical criteria for each of the DB Pilot Program project procurements. This will include a technical narrative outlining recommended performance criteria for each project as well as any required technical elements.

##### **Key Assumptions:**

- A budget of 80 hours of design development per DB Pilot Program project is assumed (320 total).
- Technical criteria will be presented in narrative form for each procurement.
- WVDEP will review and approve all technical information provided for the procurement documents.

##### **602 DESIGN-BUILD DESIGN WORKSHOP PARTICIPATION**

As most progressive design-build design development efforts include a variety of workshops with the Owner, Owner's Advisor technical team members are anticipated to participate in design development workshops.

##### **Key Assumptions:**

- Two design development workshops are assumed for each DB Pilot Program project.
- Two senior technical staff are assumed to attend each of the workshops.
- The review of design submittals provided by the Design-Builders is assumed to be by WVDEP.

##### **603 TECHNICAL CONSULTATION**

Over the course of project development and execution, there may be periodic technical support required. The budget allocated to this task will be used to provide as-needed support.

##### **Key Assumptions**

- A budget of 80 hours of technical review and comment is included for each DB Pilot Program project (320 hours total)

##### **604 CONSTRUCTION-RELATED SUPPORT**

Over the course of project development and execution, there may be periodic construction-related support required. While it is anticipated that WVDEP will take responsibility for oversight of construction in the field and field services, WVDEP may request additional consulting by OA. Services provided under this task may include:

- Participation in meetings with Design-Builders during the preconstruction phase to provide comments regarding designs prior to negotiation of the final price.
- Providing comments related to design-builder submittals regarding potential challenges related to construction of the project for Design-Builder consideration. Key elements evaluated may include buildability, cost-effectiveness, clarity of requirements and documentation, identification of early issues to help reduce risk and delays and reworks, identification of value engineering opportunities, and ability of project to meet overarching project goals.
- Providing comments related to acquiring materials, equipment and services from reliable

sources who meet the contract specifications and project schedules.

- Providing comments for WVDEP consideration related to the Design-Builder's risk management process, including review and comment on the likelihood, impact, and possible mitigation of each identified risk as provided by Design-Builder.
- Participating in project meetings as requested by WVDEP to provide construction-related considerations
- Providing as-needed observation to field-based teams during construction

**Key Assumptions:**

- A budget of 65 hours for construction-related support is included for each DB pilot project.

## **OWNER RESPONSIBILITIES**

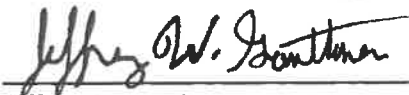
Owner will furnish the following items, as required by the Basic Scope of Services, and not at the expense of the Owner's Advisor:

- a. Provide to Owner's Advisor available information pertinent to performance of the defined Basic Scope of Services, including project information, previous reports, drawings, specifications, and any other data relative thereto.
- b. Provide the services of at least one WVDEP employee who has the right of entry to and knowledge of a project area. Site visits will be required on multiple occasions over the course of the Project.
- c. Provide hosting services and access to the Owner's document management system (Google Drive) throughout the life of the Pilot Program.
- d. Provide all field construction oversight and field services as needed to support the Pilot Program.
- e. Secure "exploratory right of entry" from applicable property owners.
- f. All permitting and permitting oversight for permits required for the pilot program, regardless of if WVDEP or Design-Builder have responsibility.
- g. Public advertisement of Pilot Program projects.
- h. Provide, as may be required:
  - a. Accounting and financial advisory, independent and insurance counseling services;
  - b. Such legal services as WVDEP may require or Owner's Advisor may reasonably request regarding legal issues pertaining to the Pilot Program, including any that may be raised by professional service providers or construction contractors.

## **ASSUMPTIONS**

- a. Owner's Advisor services are assumed to last 24 months. Support beyond 24 months will be considered additional services.
- b. A maximum of four projects will be delivered under the Design-Build Pilot Program.
- c. Owner's Advisor will provide no support related to permitting, real estate, or right of entry.
- d. Pilot projects may be delivered using Fixed-Price or Progressive Design-Build Delivery Methods.
- e. Design-Builders will be responsible for individual pilot project means and methods.

**Burns & McDonnell Engineering Company**



Jeffrey W. Ganthner, DLS, AIA  
Vice President and General Manager  
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## Schedule of Hourly Professional Service Billing Rates

2024

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$78.00
Technician *	6	\$97.00
Assistant *	7	\$114.00
	8	\$155.00
	9	\$181.00
Staff *	10	\$204.00
	11	\$221.00
Senior	12	\$249.00
	13	\$272.00
Associate	14	\$280.00
	15	\$282.00
	16	\$284.00
	17	\$288.00

2025

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$80.83
Technician *	6	\$100.50
Assistant *	7	\$118.09
	8	\$160.53
	9	\$187.44
Staff *	10	\$211.24
	11	\$228.84
Senior	12	\$257.82
	13	\$281.62
Associate	14	\$289.90
	15	\$291.97
	16	\$294.04
	17	\$298.18

## 2026

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$83.77
Technician *	6	\$104.12
Assistant *	7	\$122.33
	8	\$166.25
	9	\$194.10
Staff *	10	\$218.74
	11	\$236.95
Senior	12	\$266.95
	13	\$291.58
Associate	14	\$300.15
	15	\$302.30
	16	\$304.44
	17	\$308.72

### NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.



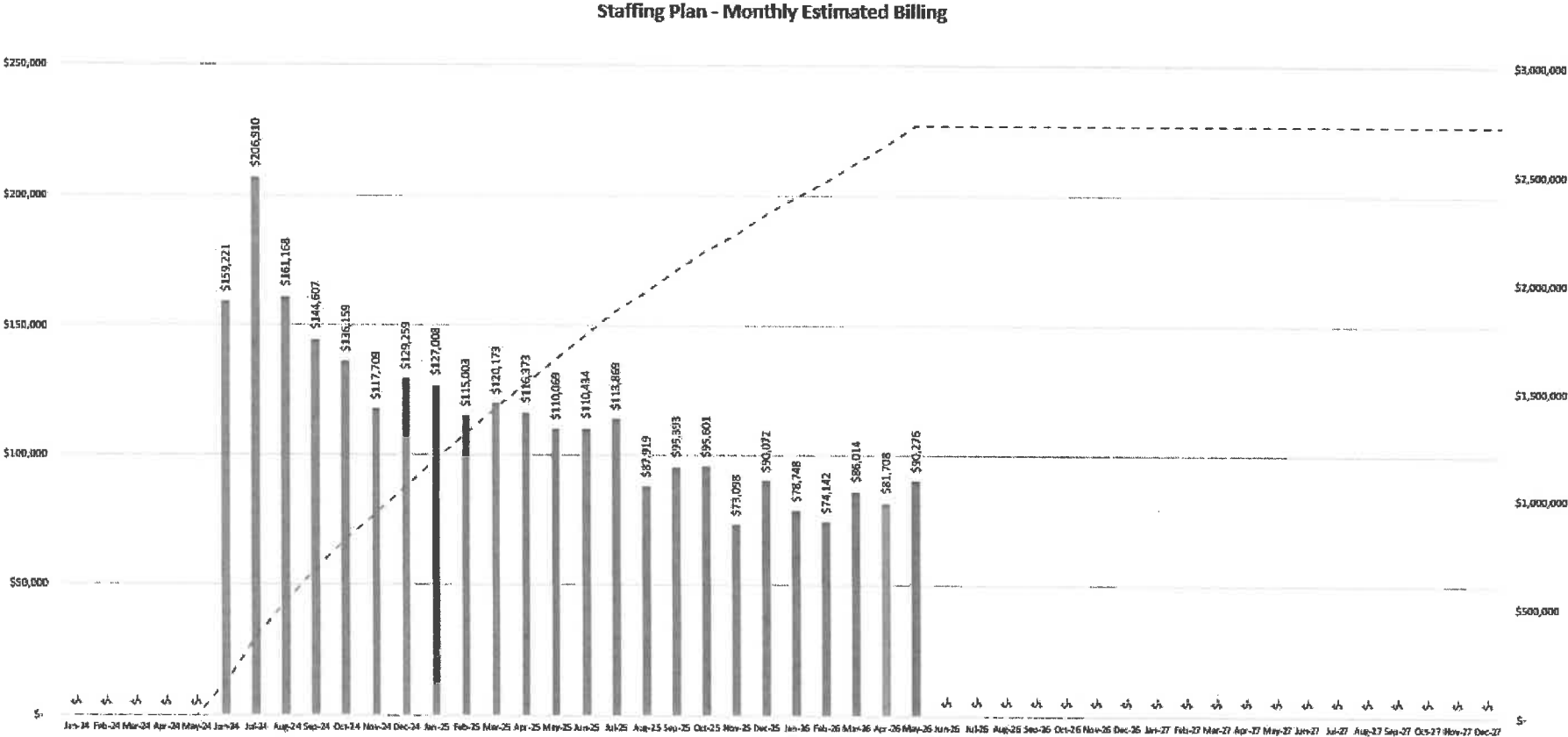
# Budget Summary

Task Series	Scope	Budget
100	Project/Program Management and Administration	\$1,463,700
200	Project Controls	\$341,700
300	Design-Build Procurement Support	\$329,300
400	Stakeholder Engagement	\$132,000
500	Preconstruction & Estimating	\$274,500
600	Technical & Construction-Related Support	\$179,000
<b>TOTAL</b>		<b>\$2,720,200</b>

# Estimated Project Hours

Task Series	Scope	Estimated Hours
100	Project/Program Management and Administration	4,802
200	Project Controls	1,206
300	Design-Build Procurement Support	1,186
400	Stakeholder Engagement	446
500	Preconstruction & Estimating	996
600	Technical & Construction-Related Support	608
<b>TOTAL</b>		<b>9,244</b>

# Estimated Billing



**Design-Build Pilot Program  
Owner's Advisor Services  
Supplemental Information**

**A. Travel Policy**

Travel time to perform these services is billable to Owner at the hourly labor rates to and from Owner's Advisor's assigned office location. If Owner's Advisor travels directly to/from their home residence to/from the Owner's site, Owner's Advisor shall bill the lesser of the time required to travel to/from Owner's Advisor's assigned office to the job site or to/from their home residence to the job site.

Owner's Advisor shall use the most economical vehicular transportation option (rental or non-rental) and, if feasible, carpool whenever the distance to travel to and from the jobsite is expected to be greater than 100 miles per day. For non-rental vehicles, the current IRS stipulated mileage rate shall be used for reimbursement for vehicle travel.

Meals and incidental costs and hotels will be invoiced directly subject to a daily maximum of \$200 per night (exclusive of taxes and parking if required) for lodging and \$75/day for meals (exclusive of tips). No alcohol may be invoiced to or will be reimbursed by the Owner. If lodging cannot be obtained for a rate lower than the daily maximum, prior written Owner approval is required. If prior approval is not obtained, Owner is not obligated to reimburse Owner's Advisor above the maximum lodging rate allowed.

Receipts for Owner's Advisor meals and incidental expenses and hotels are required to be provided with the invoice.

All other authorized travel expenses such as the most economical air transportation and rental vehicles shall be billed at actual cost without markup.

**B. Additional Reimbursable Costs**

**a. Fleet Vehicles**

Owner's Advisor's fleet vehicles shall be invoiced in accordance with the Fleet Vehicle Schedule attached in Exhibit A. The defined Monthly Base Rate plus the defined mileage rate shall include all aspects of costs, including, but not limited to, the vehicle, maintenance, fuel, repairs, insurances, taxes, overhead, profit, etc. The fleet vehicle rate will be subject to revision after December 31, 2024.

A one-time fleet vehicle delivery charge of \$1,500 will be assessed when a fleet vehicle is delivered to the project site. A one-time fleet vehicle recovery charge of \$1,500 will be assessed when a fleet vehicle is removed from the project site.

**b. Non-Rental or Fleet Vehicles**

For non-rental or fleet vehicles, the current IRS 2024 standard mileage rate is \$0.67/mile. Owner's Advisor will track mileage and invoice Owner based on mileage on a monthly basis.

## Company Vehicle Billing Schedule

**Effective Date  
January 1, 2024**

Burns & McDonnell fleet vehicle use is charged using an assigned time component and miles traveled component. The assigned time component provides for daily, weekly and monthly durations. The miles traveled component relates to variable costs such as fuel, lubrication, tires, maintenance, routine cleaning, etc.

The daily charge applies when a vehicle is rented for 6 days or less. The daily charge is for each 24-hour period or fraction thereof. The weekly charge applies when a vehicle is assigned for 7 or more consecutive days up to 29 days. For fractions of a week over 7 consecutive days, the weekly rate will be prorated by the number of days and fractional days the vehicle is assigned (one-seventh per calendar day).

The monthly charge applies when a vehicle is assigned for 30 continuous days or more. It is then charged the full monthly rate every 30 days or a fraction thereof.

Employee-owned vehicles are charged at the per mile amount allowed by the Internal Revenue Service for business miles. Vehicles rented at destinations as part of short duration travel, such as airports, are charged per the receipt amount from the Rental Company, plus fuel, insurance, and other directly applicable amounts such as extra cleaning.

The base rate table displays Burns & McDonnell fleet vehicle charges that, in addition to providing the vehicle, provides all fuel, maintenance, repairs, fleet care, scheduling and liability insurance required by statute. For project needs involving any vehicle types that do not appear in the following table, charges will be established from prevailing market prices for the vehicle, miles traveled, and insurance premiums. For situations requiring higher insurance limits than required by statute, a vehicle high insurance limits charge can be prepared.

Type of Vehicle	Base Rate			Mileage Charge
	Daily	Weekly	Monthly	
Sedan, 4 door	\$60	\$300	\$1,195	\$0.29
Van	\$67	\$335	\$1,335	\$0.34
Van, 12-15 Passenger	\$125	\$625	\$2,175	\$0.36
Truck - 2WD Pickup, ½ Ton Regular Cab	\$ 52	\$260	\$1,035	\$0.32
Truck - 2WD Pickup, ½ Ton Double Cab	\$57	\$285	\$1,135	\$0.32
Truck - 2WD Pickup, ½ Ton Crew Cab	\$62	\$310	\$1,235	\$0.32
Truck - 4WD Pickup, ½ Ton Regular Cab	\$62	\$310	\$1,235	\$0.35
Truck - 4WD Pickup, ½ Ton Double Cab	\$66	\$330	\$1,305	\$0.35
Truck - 4WD Pickup, ½ Ton Crew Cab	\$70	\$350	\$1,385	\$0.35
Truck - 4WD All Electric Pickup, ½ Ton Crew Cab	\$95	\$570	\$1,995	\$0.29
Truck - 4WD Pickup, ¾ Ton Double Cab	\$78	\$395	\$1,575	\$0.36
Truck - 4WD Pickup -¾ Ton Crew Cab	\$90	\$450	\$1,750	\$0.36
Truck - 2WD Pickup, 1Ton Regular Cab	\$70	\$350	\$1,395	\$0.35
Truck - 4WD Pickup, 1Ton	\$90	\$450	\$1,795	\$0.36
Compact SUV (Terrain, Equinox or similar)	\$67	\$335	\$1,335	\$0.35
Mid-Size SUV (Acadia, Traverse or similar)	\$77	\$385	\$1,535	\$0.35
Full Size SUV (Yukon, Tahoe or Similar 6+ Passenger)	\$100	\$550	\$1,995	\$0.36

**The rates shown above are effective for services through December 31, 2024 and are subject to revision thereafter.**