

**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: 07-22-2025

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 0603 0603 ADJ2500000050 1	Change Order No:	Procurement Folder:	1658243
Document Name:	Master Plan 2025 Camp Dawson Training Center		Reason for Modification:	
Document Description:	Master Plan 2025 Camp Dawson Training Co	enter		
Procurement Type:	Central Purchase Order			
Buyer Name:	David H Pauline			
Telephone:	304-558-0067			
Email:	david.h.pauline@wv.gov			
Shipping Method:	Best Way		Effective Start Date:	
Free on Board:			Effective End Date:	

e of		VENDOR			DEPARTMENT CONTACT
Vendo	or Customer Code:	000000182590		Requestor Name:	Philip B Schoolcraft
MEAD	& HUNT INC			Requestor Phone:	(304) 558-2930
2440 E	DEMING WAY			Requestor Email:	philip.b.schoolcraft.nfg@army.mil
MIDDL	.ETON	WI	53562		
US					
Vendo	r Contact Phone:	681-313-4608 Extensi	on:	-9	)n26
Discou	unt Details:			7	2026
	Discount Allowed	Discount Percentage	Discount Days	FILE	LOCATION
#1	No	0.0000	0		
#2	Not Entered				
<b>#</b> 3	Not Entered				
#4	Not Entered	·			

INVOICE TO			SHIP TO		
ADJUTANT GENERALS OFFICE			FACILITY MAINTENANCE MANAGER CAMP DAWSON ARMY TRAINING SITE		
		240 ARMY RD	240 ARMY RD		
CHARLESTON	WV 25311	KINGWOOD	WV 26537-1077		
us		US			

7/23/2566

\$174,989.52 **Total Order Amount:** 

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION 1.23.25 DATE:

ELECTRONIC SIGNATURE ON FILE

AT ONNEY GENERAL APPROVAL AS TO FORM

RONIC SIGNATURE ON

**ENCUMBRANCE CERTIFICATION** 

Page: 1

**ELECTRONIC SIGNATURE ON FILE** 

Order Number: CPO 0603 0603 ADJ2500000050 1

FORM ID: WV-PRC-CPO-002 2020/05

Date Printed: Jul 22, 2025

### **Extended Description:**

THE VENDOR, MEAD & HUNT INC., AGREES TO ENTER WITH THE AGENCY, THE WEST VIRGINIA ARMY NATIONAL GUARD, CONSTRUCTION AND FACILITIES MANAGEMENT OFFICE, INTO A ONE-TIME CONTRACT TO PROVIDE PROFESSIONAL MASTER PLANNING & DESIGN SERVICES TO DEVELOP A MASTER PLAN FOR THE CAMP DAWSON TRAINING CENTER, AT CAMP DAWSON IN KINGWOOD, WV, AS DESCRIBED IN THE ATTACHED DOCUMENTATION AND PER THE SPECIFICATIONS, TERMS AND CONDITIONS, BID REQUIREMENTS, THE ADVERTISED CEOI DATED 03/25/2025 AND THE VENDOR'S SUBMITTED AND ACCEPTED PROPOSAL DATED 06/05/2025, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81101508	0.00000		0.000000	174989.52
Service From	Service To	Manufacturer		Model No	
2025-05-01	2026-04-30				

Commodity Line Description:

Master Plan 2025 Camp Dawson Training Center

### **Extended Description:**

Provide professional master planning services per the attached documentation.

Date Printed: Jul 22, 2025 Order Number: CPO 0603 0603 ADJ2500000050 1 Page: 2 FORM ID: WV-PRC-CPO-002 2020/05

### **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
<b>Delivery Order Limitations:</b> 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 <a href="https://doi.org/10.1007/jhee-hundred-sixty-five-calendar(365)">https://doi.org/10.1007/jhee-hundred-sixty-five-calendar(365)</a> days.

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
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. <b>QUANTITIES:</b> 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. <b>REQUIRED DOCUMENTS:</b> 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. ☑ WV Statutory requirement- WV Code §23-4-2 (Mandolidis)

- **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

	the amount specified below or as described in the specified	2 0
	for	•
Liquidated D	Damages Contained in the Specifications.	
✓ Liquidated D	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.

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.
- **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.

listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division

via email at purchasing.division@wv.gov.

- 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 heath, 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 July1, 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) Tim Murphy Military Planning Market Leader
(Address) 400 Tracy Way, Ste 200 Charleston WV 25311
(Phone Number) / (Fax Number) 719-565-9283
(email address) tim.murphy@meadhunt.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.

Mead & Hunt	
(Company) Timothy P Whenphy (Signature of Authorized Representative) Tim Murphy Military Planning Market Leader 7/22/2025	
(Signature of Authorized Representative) Tim Murphy Military Planning Market Leader 7/22/2025	
(Printed Name and Title of Authorized Representative) (Date) 719-565-9283	
(Phone Number) (Fax Number) Tim.Murphy@meadhunt.com	
(Email Address)	

Revised 10/17/2024

Master Plan 2025 - Camp Dawson Training Center

### SECTION THREE: PROJECT SPECIFICATIONS

- 1. Background: The Owner is seeking the services of a qualified professional architectural/engineering firm to provide master planning for the Camp Dawson Training Center located at Camp Dawson near Kingwood, in Preston County, WV.
- 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. Visioning, existing conditions analysis, and needs/requirements identification, including growth trends, specific programmatic needs, operational requirements, vision and strategic direction.
  - 2.2. Determine the basis of planning and the drivers for the master plan, including guiding principles, goals and objectives, development suitability, and gross level requirements program.
  - 2.3. Concept development, including formulation and evaluation of conceptual development options, delineation of evaluation criteria, resulting in the selection of a preferred development option.
  - 2.4. Preparation and documentation of the draft and final master plan, including a phasing and implementation strategy, lease actions, and property acquisition/disposal if appropriate and relevant.
  - 2.5. The master planning effort will follow the guidance of NGR 210- 20, "Real Property Development Planning for the Army National Guard", dated 30 July 2004, Unified Facility Criteria 2-100-01 dated 08 April 2022. Other project specific and National Guard criteria shall be acquired and used during the conduct of the master planning process. The A/E shall acquire and use NG Pam 415-12, dated 25 January 2015 during the conduct of the Master Planning process.
- 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;

Master Plan 2025 - Camp Dawson Training Center

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.

- **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:

"Evaluation and Award Process" will be conducted with the three (3) firms selected as the most qualified by the West Virginia Military Authority / West Virginia Adjutant General's Office selection committee. The Committee will schedule the interviews.

The format for the interviews will be a 15–30-minute Power-Point presentation consisting, at a minimum, of the following:

- A) Corporation /Personnel experience as it relates to the project(s).
- B) Proposed project management plan.
- **C)** Key personnel available for the proposed work.
- D) Proposed subcontractors
- E) Product quality control
- F) Project cost control

Master Plan 2025 – Camp Dawson Training Center

### 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.

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 cancelled.

Master Plan 2025 - Camp Dawson Training Center

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	(35) Points Po	ossible
•	Goals and Objectives: – Anticipated Concepts and Methods of Approach	(35) Points Po	ssible
•	Oral Interview	(30) Points Po	ssible
		Total	100

Master Plan 2025 - Camp Dawson Training Center

# **SECTION FIVE: TERMS AND CONDITIONS**

Terms and conditions begin on the next page.



6/5/2025

Larry Becher, Master Planner
Solicitation No: CEOI 0603 ADJ2500000020
WVARNG-CFMO
1707 Coonskin Drive
Charleston, WV 25311

Subject: West Virginia Purchasing Division, WVARNG, Construction and Facilities Management Office, Master Plan 2025 Camp Dawson Training Center Fee Proposal

Larry,

Thank you for the opportunity to support WVARNG again by selecting us for the update to the Camp Dawson Site Master Plan Project. The purpose of this letter is to ensure all parties are on the same page regarding the scope of work and what is to be provided by Mead & Hunt for the successful completion of this project.

The project solicitation provided the following details:

### **Project Scope**

Upon notification of being selected Mr. Murphy had a conversation with Mr. Becher where Mr. Becher qualified the following aspects of the scope of work and the intent of this to be a Master Plan <u>Update</u>:

- Plan will be an update of the previous Master Plan dated August 2018.
- The intent is to update Vision, Strengths, Weaknesses, Opportunities, and Threats through an inperson Charrette to be held in August 2025.
- Create updated Goals and Objectives.
- Utilize the session to prioritize already identified projects and ensure their siting is feasible given best planning practices.
- Document the results of the Charrette and incorporate that new information into an updated Site Master Plan.

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Further, in a notification email dated 4/24/2025 Mr. Becher further explained:

Main objectives for consideration are outlined below:

- Updating the 2018 Master Plan for the Camp Dawson cantonment area with the addition of the Pringle TA.
- Do not include Climate Resiliency Plan or additional Environmental studies.
- No RCMP or range fans other than mentioned in availability and locations.
- · No additional Air Operations studies but facilitate decision making discussions for future uses.

Taking all of that input into consideration Mead & Hunt proposes the following schedule of events and deliverables to ensure we meet the intent of the scope of work:

### 1. Kickoff & Data Gathering (\$39,145.48)

During this phase the project schedule is defined and all critical meetings and milestones that support the development of the Master Plan are developed. Key project stakeholders are identified and interviewed to understand the organizational requirements of the installation allowing for the further development of the project goals. Data collection requirements are developed for programming and site analysis requirements used during the process along with identifying all stakeholders and critical players required during the various stages of the project. Finally, a detailed work plan, project schedule, and outline of all project deliverables is defined that will be part of the master planning process. Data Collection begins with the project initiation, but continues throughout the process, with key interviews and especially the gathering of the subject matter experts (SMEs) at the charrette.

### 2. Visioning & Planning Workshop (\$36,524.66)

Vision development takes places in two ways. First, the senior leadership is interviewed to obtain the overall direction and key concepts for vision development. This forms the basis that is brought forward to the charrette process. Second, a weeklong Visioning Charrette is facilitated on-site. All stakeholders are present and led through an interactive process to develop a comprehensive vision for future development. This is the vision of the stakeholders for the development of the installation. During the charrette, stakeholders work together to develop the alternatives based on three possible future scenarios, each considering the pressures on the mission and facilities in the current funding environment. The alternatives and the vision, goals, and phasing are developed during the on-site charrette that documents the physical environment and improvement possibilities for the site.

Mead & Hunt will distribute questionnaires via email to all identified stakeholders to determine Strengths, Weaknesses, Opportunities, and Threats prior to the in-person session on-site at Camp Dawson. Mead & Hunt will travel to Camp Dawson for 5 days for onsite data gathering and to hold the Visioning & Planning Workshop where we will finalize our goals & objectives and development options. Mead & Hunt will produce a Workshop Report for review.

Page 3

### 3. Installation Master Plan Document (\$99,319.38)

The development of the master plan after the charrette is an iterative process, with a preliminary submittal that the client reviews. All comments are tracked and incorporated into the final document. There is a strict quality control process that ensures that each comment is addressed and corrected in the document. This includes a "peer review" by another qualified planner that has not been associated with the project as well as a separate technical editor, ensuring an error free report.

Cost control is included in this task also. There are two aspects of cost control. One aspect is the assurance that the master plan report stays on schedule and in budget. We have a robust project management process complete with weekly reports that allow the PM to track resources used on the project. This enables any irregularities to be identified early and corrected. This, along with monthly reporting to the Contractor's Authorized Representative, ensures the project stays on time and within budget.

The second aspect of cost control is ensuring that the master plan can be implemented. This is accomplished by developing Rough Order of Magnitude (ROM) costs for the preferred alternative. This provides the end user of the plan with the next steps in the government procurement process to move forward on a firm foundation of facts. Even though one aspect of the master plan is a full build out alternative, this is very rarely the preferred alternative. The preferred alternative is the plan that the client needs to enable their operations into the future, aligns with the vision, while being grounded in reality and current requirements. The ROM costing exercise ensures an executable plan is produced by the master planning process.

### Delivery of the Master Plan

The master plan is delivered as an electronic document. All files used to develop the plan, to include but not limited to Geographic Information Systems (GIS), Adobe, Word, and Excel are delivered as part of the final deliverable. Mead & Hunt will produce a Full submittal document for review, utilizing information from data gathering, interviews, and the visioning and planning workshop. Mead & Hunt will produce a Prefinal Submittal with all comments addressed from the previous submittal. Mead & Hunt will produce a Final Submittal.

The Installation Master Plan will be an update of the previous document dated August 2018, with data provided either by WWARNG or determined in interviews and during the workshop, no further study is necessary. Mead & Hunt will follow the same outline as requested by WWARNG and will provide project siting and evaluation for the projects identified during the workshop. We are basing our costs on the advice that the only information to change will be the projects list, goals and objectives, and vision for the plan. Adjustments to other parts of the master plan should be minimal and limited in scope.

### 6/5/2025

### Page 4

Mead & Hunt will provide the above breakdown of work based upon the following breakdown of tasks:

		TOTAL	\$174,989.52
4.	Travel		(\$12,225.00)
3.	Installation Master Plan Document		(\$99,319.38)
2.	Visioning & Planning Workshop		(\$24,299.66)
1.	Kickoff & Data Gathering		(\$39,145.48)

This submission includes our Proposed Scope of Work. Our lump sum, Firm Fixed Fee proposal includes all tools, labor, travel and other direct costs associated with the contract. We anticipate the period of performance of this work to commence with Notice to Proceed and will finalize completion of the associated tasks by (April 30, 2026). During project initiation a more refined calendar will be developed in conjunction with the West Virginia Army National Guard (WVARNG).

If you have any questions or require additional information, please contact me.

Sincerely,

MEAD & HUNT, Inc.

Tim Murphy

Military Planning Market Leader

Timothy & Murphy

# SECTION 5 PROPOSED RATE SCHEDULE

OPEN ENDED INDEFINITE DELIVERY INDEFINITE QUANTITY
ARCHITECT-ENGINEER SERVICES - STATE MILITARY DEPARTMENT
Mead & Hunt, Inc.

Mead & Hunt, Inc.	5th Year
DISICPLINES	Rate
Project Manager (Senior)	\$96.18
Program manager	\$48.74
Architect (Senior)	\$50.13
Architect (Mid)	\$43.29
Architect (Junior)	\$31.80
Structural Eng (Senior)	\$68.37
Structural Eng (Mid)	\$48.89
Structural Eng (Junior)	\$38.52
Civil Eng (Senior)	\$64.44
Civil Eng (Mid)	\$49.68
Civil Eng (Junior)	\$37.90
Electrical Eng (Senior)	\$71.96
Electrical Eng (Mid)	\$58.28
Electrical Eng (Junior)	\$37.01
Mechanical Eng (Senior)	\$65.32
Mechanical Eng (Mid)	\$48.42
Mechanical Eng (Junior)	\$35.21
Planner (Senior)	\$45.00
Planner (Mid)	\$42.03
Planner (Junior)	\$38.47
Sanitary Engineer	\$55.94
Landscape Eng (Architect)	\$76.69
Soils Engineer	\$62.46
Spec Writer	\$59.03
Fire Protection Engineer	\$45.24
Surveyor	\$76.53
Const Inspector	\$40.03
Estimator	\$46.90
CADD Operator/Draftsman (Senior)	\$41.94
CADD Operator/Draftsman (Junior)	\$31.46
Clerical	\$45.00
Plumbing Engineer	\$50.79
Telecom Designer (Senior)	\$65.09
Telecom Designer (Junior)	\$42.27
Environmental Specialist	\$59.93
LEED Services	\$58.22
Commissioning	\$60.34
Geologist	\$64.33
Soils Testing	\$64.33
Hazmat Testing Lead, Asbestos, Mold, PFOS/PFAS	\$64.00
Quality Assurance Manager	\$83.42
Airfield Systems Engineer	\$73.60
Cybersecurity (Senior)	\$77.80
Cybersecurity (Mid)	\$56.94
Mapping/GIS Lead	\$90.42