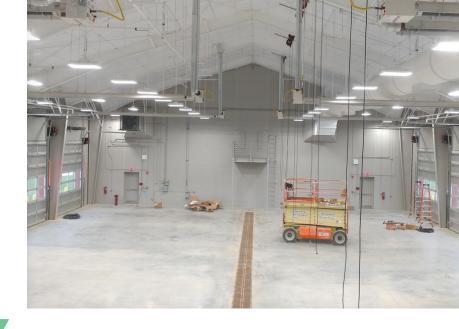


The following documentation is an electronicallysubmitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

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PROPOSAL





National Guard Readiness Center Bluefield - Design

> WV Department of Administration

> February 10, 2025





ENGINEERS SURVEYORS

February 10, 2025

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

Re: National Guard Readiness Center Bluefield-Design EOI

Dear Mr. Pauline,

Thompson & Litton, Inc. (T&L) is pleased to submit this Expression of Interest in response to the West Virginia Army National Guard's request for professional architectural and engineering design services for the development of construction documents for the National Guard Readiness Center in Bluefield, Mercer County, WV. With extensive experience in the planning, design, and execution of mission-critical facilities, we are confident in our ability to deliver a state-of-the-art readiness center that meets the operational needs of the West Virginia Army National Guard. Working together, we can accomplish the goals set forth in this EOI and also provide assistance with funding, design, and construction phase services.

As you review our proposal we would like to highlight the following advantages we offer.

- <u>PROVEN TEAM.</u> T&L has completed engineering and architecture projects including planning, design and construction phase services.
- <u>FULL SERVICE IN-HOUSE</u>. T&L is a full service engineering, surveying, architectural and construction company with all major disciplines under one corporate roof. For this project, T&L plans to use Hummer Construction Resources for Cost Estimating Services, Schnabel Engineering for Geotechnical Engineering Services, and Michael Baker International for Construction Contract Administration.
- PROXIMITY. Same day responsiveness of our firm and team members to the project. T&L will manage this project out of our Princeton, West Virginia Office.
- <u>FUNDING.</u> T&L has experience working with numerous West Virginia funding agencies, and government agencies. Our team can assist you in navigating the often intricate details involved in applying for, and securing, grants and other types of funding for projects.

At T&L we view our role on projects as being an extension of the clients we serve. Ultimately, we are not successful if our clients are not successful. Accordingly, we will strive relentlessly to meet or exceed your expectations of this project.

We look forward to an opportunity to meet with you to further expand upon our capabilities and experience.

Sincerely,

12 b Gla /

Barry H. Collier, AIA, LEED AP, PMP Project Manager

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Qualifications Firm History Goals & Objectives QC and Cost Control Plan
Experience Project Team Project Resumes
Past Performance Project Profiles

01. QUALIFICATIONS



THOMPSON & LITTON EST, 1956

HISTORY

Since 1956, the words of our visionary founders, William A. Thompson, Jr., PE and John W. Litton, PE have guided the professional development of Thompson & Litton which is built on enduring principles shaped by the character and culture of our early years in southwestern Virginia. We know how to face problems and how to solve problems. We get to know our clients and commit to serve them well. Integrity and respect is essential to a business that's built to stay.

PERSONNEL BY DISCIPLINE		
Architecture	19	
Civil Engineering	38	
MEP & Structural Engineering	14	
Surveying	23	
Project Management	19	
Construction Administration	5	

171 STAFF MEMBERS

Chilhowie, VA Radford, VA Tazewell, VA Wise, VA Bristol, TN Johnson City, TN Mosheim, TN Princeton, WV

INTEGRITY

T&L has been shaped not only by our history, but by our clients. Taking their advice to heart is a cornerstone value that has influenced our practice and fueled our success. Often a successful project is the outcome of deep and lasting professional relationships, not only with clients, but with partners and vendors as well. We are committed to maintaining great relationships.

INSIGHT

Since its earliest days, T&L has emphasized serving its clients by producing quality work by committed people.

"Firms don't design projects. People do."

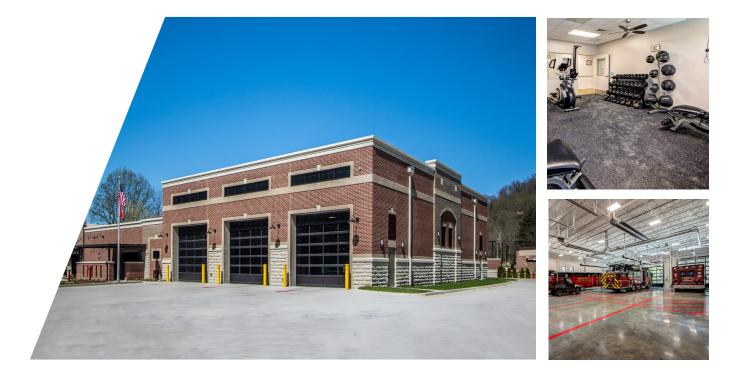
Bill Thompson

INNOVATION

T&L has a wide array of experiences and technical depth that spans challenges. We built the first general aviation airport in the southwest Virginia region, as well as the first waste-water treatment facility. Growing out of our innovative culture, T&L has become good at many things. Our history has allowed us to hone our skills in a variety of venues.



GOALS AND OBJECTIVES



T&L is committed to delivering high-quality architectural and engineering services for the design and construction of the new National Guard Readiness Center in Bluefield, Mercer County, WV. Our approach prioritizes functional efficiency, compliance with all applicable regulations, and long-term sustainability to meet the operational needs of the West Virginia Army National Guard.

Goals:

- Develop a Comprehensive and Functional Design Create a state-of-the-art facility that supports the mission readiness and operational effectiveness of the National Guard. The design will align with military standards, security requirements, and modern infrastructure needs.
- Ensure Compliance with Codes and Standards Design the facility in accordance with all applicable building codes, ADA requirements, force protection standards, and state and federal regulations to guarantee safety, accessibility, and operational security.
- Maximize Funding Efficiency Deliver a well-defined 35% design package to support the Agency's efforts in securing additional federal funding for full project completion while maintaining cost-effectiveness in both design and construction.
- Facilitate a Seamless Project Transition Ensure continuity between the two project phases by providing a scalable and adaptable design that allows for efficient progression from conceptual planning to full design and construction.
- Deliver High-Quality Construction Administration Provide oversight and contract administration services to ensure the project is executed as designed, adhering to budget, schedule, and quality expectations.

Objectives:

- Conduct a thorough site analysis and programming phase to define the specific space and operational requirements of the Readiness Center.
- Develop a 35% completion-level design package that meets state purchasing procedures and allows for the successful pursuit of additional funding.
- Upon securing additional funding, complete the final 65% of the design, incorporating any necessary refinements while maintaining project continuity.
- Prepare detailed construction bid documents suitable for public advertisement, ensuring clarity and compliance with procurement regulations.
- Assist the Agency with the competitive bidding process, providing technical support and bid evaluations to facilitate contractor selection.
- Administer construction phase services, including progress monitoring, submittal reviews, and final inspections, to ensure successful project completion.

T&L's expertise in public safety design and commitment to excellence position us as a trusted partner in delivering a modern, mission-ready National Guard Readiness Center that meets the long-term needs of the West Virginia Army National Guard.

QC AND COST CONTROL PLAN

T&L is committed to delivering a high-quality National Guard Readiness Center in Bluefield, WV, while maintaining strict cost control measures. Our approach integrates industry best practices, rigorous oversight, and proactive risk management to ensure compliance with project requirements, maximize efficiency, and optimize project funding.

Quality Control Plan

Comprehensive Project Planning – Establish clear project objectives, milestones, and deliverables from the outset to align with the expectations of the West Virginia Army National Guard. Define functional and operational requirements to guide the design and construction phases effectively.

Code Compliance and Standards Adherence – Ensure all designs meet applicable building codes, ADA requirements, force protection standards, and state and federal regulations. Conduct periodic code reviews and coordination meetings with regulatory agencies.

Internal Quality Assurance Reviews – Implement a multi-tiered in-house review process, including peer reviews at key design milestones (35% and 100% completion levels) to identify and resolve potential errors or omissions before finalizing documents.

Stakeholder Engagement and Coordination – Maintain ongoing collaboration with the Agency and other stakeholders to incorporate feedback and adjustments during the design process, reducing the need for costly modifications during construction.

Detailed and Accurate Construction Documents – Develop clear, precise, and comprehensive bid documents to minimize contractor interpretation errors, reduce change orders, and ensure competitive and accurate bidding.

Construction Oversight and Inspections – During the construction phase, perform regular site visits, progress inspections, and quality control assessments to confirm adherence to contract documents and specifications. Address issues proactively to prevent delays and rework.

Cost Control Plan

Budget Alignment from Concept to Completion – Establish a cost framework early in the design process, ensuring that the 35% design package aligns with available funding. Provide cost estimates at key project milestones to monitor budget adherence.

Value Engineering and Cost-Effective Design Solutions – Identify and implement cost-saving design alternatives, material selections, and construction methods without compromising quality, functionality, or long-term durability.

Risk Management and Contingency Planning – Conduct risk assessments to anticipate potential cost overruns or delays. Develop contingency plans to mitigate unexpected expenses while maintaining project scope and quality.

Competitive Bidding Process – Ensure accurate and complete bid documents to attract qualified contractors and secure competitive pricing. Assist the Agency in evaluating bids to select the most cost-effective and qualified contractor.

Construction Contract Administration – Monitor contractor performance, review pay applications against work progress, and enforce contract terms to prevent scope creep and unauthorized changes. Approve only justified change orders with thorough cost analysis.

Schedule and Cost Tracking – Utilize project management tools to track schedules, expenditures, and milestone completions, ensuring that the project remains within budget and on schedule. Provide regular cost reports to the Agency for transparency.

By integrating these quality and cost control measures, T&L will ensure the successful design and construction of a high-performance National Guard Readiness Center that meets the operational needs of the West Virginia Army National Guard while maintaining fiscal responsibility.

02. EXPERIENCE

Project Management

T&L's Project Team functions like an extension of the Client's staff. As such, the firm strives to maintain a very close working relationship with the client and its employees. Decisions on specific projects are coordinated through in-house Project Teams established to implement each project.

You will find T&L's Project Manager to be both accessible and technically knowledgeable working closely with the professionals in all T&L offices. T&L project managers will be responsible for internal communication with other Project Team Members and for external communication with you, review agencies, funding agencies, construction contractors, area residents, and the press, if desired.

T&L expects our Project Manager to:

Be responsible for making the project go

• The Project Manager has the primary responsibility of continual, forward project momentum

Serve as your point of contact

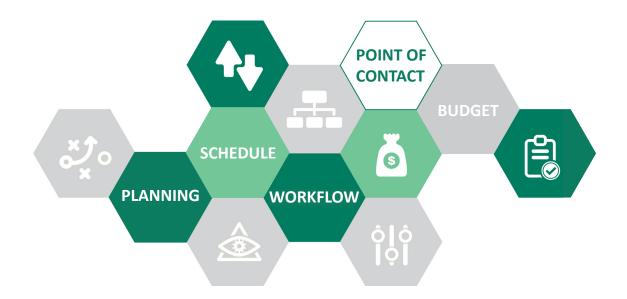
- No searching for who to call
- Instant access and responsiveness

Perform key tasks

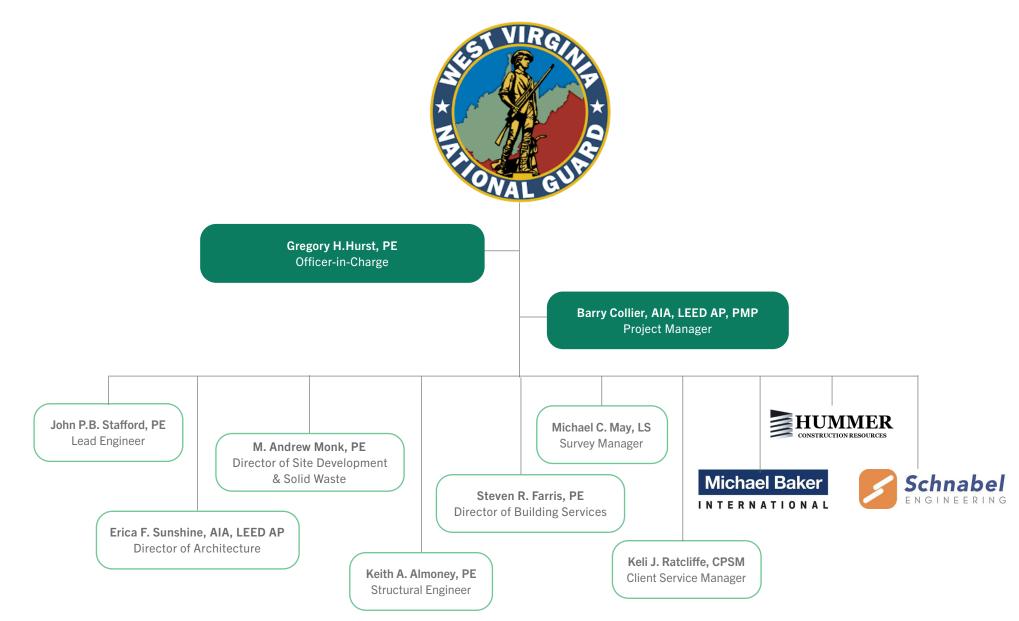
- Administrative functions
- Assigns and coordinates the Project Team
- Overall project direction
- Management of budget and schedules

Achieve two (2) critical goals

- On-time/On-budget
- Exceed the expectations of the Client



ORGANIZATIONAL CHART/STAFFING



GREGORY H. HURST, PE

OFFICER-IN-CHARGE



President

YEARS OF EXPERIENCE 32 Years of Experience 1995 | Joined T&L

E D U C A T I O N Virginia Tech 1994 | Master of Science Environmental Engineering

Virginia Military Institute 1991 | Bachelor of Science Civil Engineering

REGISTRATIONS

1998 | Professional Engineer | VA 2011 | Professional Engineer | WV 2001 | Professional Engineer | NC

AFFILIATIONS

National Society of Professional Engineers Virginia Society of Professional Engineers American Council of Engineering Companies

PUBLICATIONS

1997 | Vol 89 | Issue 8 The Journal of the American Water Works Association

Master Thesis | Evaluating Ferrous Iron Chlorite Ion Removal



PROFILE

Greg Hurst, PE, is a graduate of Virginia Military Institute with a Bachelor of Science Degree in Civil Engineering, and a graduate of Virginia Tech with a Master of Science Degree in Environmental Engineering. Greg's experience in the design and construction of engineering projects has significantly contributed to the preliminary, planning, final design, and construction of water, wastewater, site and infrastructure development projects for numerous engineering and architectural projects.

As an extension of his role and duties as President, Greg contributes his expertise to all engineering projects as Officer-in-Charge, providing oversight and guidance, QA/QC, and ensures that the Project Team has access to the resources necessary to complete the project on time and within budget.

EXPERIENCE

Bland County Courthouse Renovations and Additions Bland County, Virginia. Project Engineer.

Bluefield Town Hall Bluefield, Virginia. Project Engineer.

Franklin County Government Center Franklin County, Virginia. Project Engineer.

Courthouse and Parking Structure Montgomery County, Virginia. Project Engineer.

Government Center Montgomery County, Virginia. Project Engineer.

Russell County Courthouse Renovation & Rehabilitation Russell County, Virginia. Project Engineer.

BARRY H. COLLIER, AIA, LEED AP, PMP





Associate

YEARS OF EXPERIENCE 18 Years of Experience 2019 | Joined T&L

E D U C A T I O N Virginia Tech 2007 | Bachelor of Architecture

REGISTRATIONS 2014 | Registered Architect | VA

CERTIFICATIONS 2008 | LEED AP 2020 | Project Management Professional 2021 | CPSM

AFFILIATIONS American Institute of Architects Project Management Institute



PROFILE

As a Project Manager, Barry Collier, AIA, PMP, brings a wide variety of project management experience to the design and construction of architecture and engineering projects. He is also an advocate for mentoring and training the development of new staff at T&L. Barry received his Bachelor of Architecture Degree from Virginia Tech. Barry is responsible for the overall project coordination and is the main point of contact between the Client and the Project Team. He will ensure that the necessary services are provided and the project is completed on time and within budget.

EXPERIENCE

Fire Station Study Town of Pulaski, Virginia. Project Manager.

Newbern Fire Station Study Pulaski County, Virginia. Project Manager.

Fire and EMS Station Radford, Virginia. Project Manager.

Glade Hill Fire Station Franklin County, Virginia. Project Manager.

Maintenance Garage/PSA Facility Montgomery County, Virginia. Project Manager.

Fire/Police Department Site Evaluation Narrows, Virginia. Project Manager.

Fire Station Study Newbern, Virginia. Project Manager.

New Fire and Rescue Station 1, Carroll County Board of Supervisors Carroll County, Virginia. Project Manager.

Bank Building to Fire Department Conversion Feasibility Study, Town of Narrows Narrows, Virginia. Project Manager.

Cardinal Criminal Justice Academy, City of Salem Salem, Virginia. Project Manager.

ERICA F. SUNSHINE, AIA, LEED AP

DIRECTOR OF ARCHITECTURE



Associate

YEARS OF EXPERIENCE 37 Years of Experience 2018 | Joined T&L

EDUCATION Virginia Tech 1988 | Bachelor of Architecture

REGISTRATIONS

 1994 | Registered Architect | VA

 2021 | Registered Architect | WV

 2021 | Registered Architect | NC

 2024 | Registered Architect | TN

CERTIFICATIONS

2009 | LEED AP 2018 | CPSM 2021 | NCARB

AFFILIATIONS American Institute of Architects

AWARDS

VSBA | Silver Award Floyd County Career Collaboration Development Center | 2023

AIA | Blue Ridge Chapter Residential Design | 1994



PROFILE

Erica Sunshine, AIA, LEED AP, is the Director of Architecture and oversees the planning and development of design concepts and alternatives. She also provides direct supervision of design architects and technicians. Erica is a graduate of Virginia Tech and is a LEED Accredited Professional. She has a comprehensive understanding of green building design practices, principles, and the LEED Rating System as well as experience in the design and construction of architectural projects. Erica has played a key role in the preliminary and final design of new construction and renovation/adaptive reuse projects.

EXPERIENCE

Cardinal Criminal Justice Academy, City of Salem City of Salem, Virginia. Project Architect.

PAR, Town Hall and Police Department Hillsville, Virginia. Project Architect.

Judicial Facility Speculative Preliminary Design Staunton, Virginia. Project Architect.

Maintenance Garage / PSA Facility Montgomery County, Virginia. Project Architect.

Fire Station / Rescue Squad Montgomery County, Virginia. Project Architect.

County Administration Renovation Montgomery County, Virginia. Project Architect.

Government Center and School Board Office Skylight Replacement, Montgomery County BOS Montgomery County, Virginia. Project Architect.

Bank Building to Fire Station Conversion Feasibility Study, Town of Narrows Narrows, Virginia. Project Architect.

JOHN P.B. STAFFORD, PE

LEAD CIVIL ENGINEER



YEARS OF EXPERIENCE 25 Years of Experience 2022 | Joined T&L

EDUCATION West Virginia University 1995 | Bachelor of Science Civil Engineering

University of Tennessee 1990 | Bachelor of Architecture

REGISTRATIONS

2000 | Professional Engineer | WV 2022 | Professional Engineer | VA



PROFILE

John Stafford, PE, is a graduate of the University of Tennessee with a Bachelor of Architecture and a graduate of West Virginia University receiving a Bachelor of Science Degree in Civil Engineering. John has experience in the design and construction of engineering projects. He plays a key role in the preliminary and final design of a variety of development projects for multiple civil engineering projects.

As a Lead Civil Engineer, John will lead the planning and development of design concepts and alternatives and will direct the design engineers and technicians who develop design details and construction documents. He and his support personnel will attend meetings and coordinate with regulatory agencies, as necessary.

EXPERIENCE

John Nash Industrial Site Selection Bluefield, West Virginia. Senior Engineer.

Parking Garage Rehabilitation Welch, Virginia. Senior Engineer.

Records Storage Building Mercer County, West Virginia. Senior Engineer.

Restroom Renovation Mercer County, West Virginia. Senior Engineer.

Glen Lyn Municipal Building Foundation Design Glen Lyn, Virginia. Senior Engineer.

Joint Tourism Study Bluefield, West Virginia. Project Manager.

Stream Mitigation War, West Virginia. Project Manager.

Thorn Street Pedestrian Improvements Princeton, West Virginia. Senior Engineer.

KEITH A. ALMONEY, PE

LEAD STRUCTURAL ENGINEER



Associate

YEARS OF EXPERIENCE 27 Years of Experience 2016 | Joined T&L

EDUCATION Virginia Tech 1996 | Bachelor of Science Civil Engineering

R E G I S T R A T I O N S 2003 | Professional Engineer | VA 2007 | Professional Engineer | CO

A F F I L I A T I O N S American Society of Civil Engineers Structural Engineering Institute American Institute of Steel Construction



PROFILE

Keith A. Almoney, PE, joined T&L in 2016 and has acquired 26 years of experience in structural engineering. He has maintained his Professional Engineer status in Virginia since 2003 and currently holds the position of Lead Structural Engineer within the firm. Keith is a 1996 graduate of Virginia Tech with a Bachelor of Science Degree in Civil Engineering. Keith has extensive experience in structural design incorporating a multitude of various materials including steel, concrete, masonry, and timber.

As the Lead Structural Engineer, Keith will lead the planning and development of design concepts and alternatives and will direct the design engineers and technicians who develop design details and construction documents. He will gather and evaluate project data and provide recommendations, and review the design details and construction documents.

EXPERIENCE

Fire Training Facility 2016 Structural Inspection and Report Franklin County, Virginia. Structural Engineer.

Fremont Headquarters, VDOT Dickenson County, Virginia. Structural Engineer.

Public Safety Building Giles County, Virginia. Structural Engineer.

Christiansburg Modular Offices, VSP Montgomery County, Virginia. Structural Engineer.

Fire Station No. 5 Bristol, Tennessee. Structural Engineer.

Fire Training Facility Franklin County, Virginia. Structural Engineer.

Riner Fire Station Montgomery County, Riner, Virginia. Structural Engineer.

Radford Fire and EMS Station Radford, Virginia. Structural Engineer.

Glade Hill Fire Station Franklin County, Virginia. Structural Engineer.

STEVEN R. FARRIS, PE

DIRECTOR OF BUILDING SERVICES



Associate

YEARS OF EXPERIENCE 35 Years of Experience 2013 | Joined T&L

EDUCATION

Tennessee Technological University 1990 | Bachelor of Science | Mechanical Engineering

REGISTRATIONS

1997 | Professional Engineer | TN 1997 | Professional Engineer | NC 2000 | Professional Engineer | KY 2001 | Professional Engineer | VA 2001 | Professional Engineer | WV 2001 | Professional Engineer | SC

CERTIFICATIONS NCEES (19327)

AFFILIATIONS

American Society of Heating Refrigerating and Air Conditioning Engineers



PROFILE

Steve Farris, PE, is a graduate of Tennessee Technological University receiving a Bachelor of Science Degree in Mechanical Engineering. He began his career in the mechanical contracting field gaining hands on insight into all aspects of the design and function of mechanical systems.

Steve has served as design engineer and project manager on a broad range of projects including educational, institutional, commercial and industrial facilities. In his current role as Director of Building Services, Steve is responsible for planning and directing all aspects of MEP engineering activities and projects for T&L while ensuring that all MEP engineering projects, initiatives, and processes are in conformance with T&L's established policies and objectives.

EXPERIENCE

Consolidated Garage and PSA Facility Montgomery County, Virginia. Mechanical Engineer.

Public Safety Building Giles County, Virginia. Mechanical Engineer.

Fire Station #5

City of Bristol, Tennessee. Mechanical Lead.

Public Safety Building

Pulaski County, Virginia. Mechanical Lead.

Riner Fire Station

Montgomery County, Virginia. Mechanical Lead.

Needs Assessment, Arts and Crafts Building, Lonesome Pine Industrial Park Wise County, Virginia. Director.

Alltrista Zinc New Roof Drainage System

Greeneville, Tennessee. Mechanical Engineer.

New 54,000 SF Warehouse and Truck Loading Addition, Coca Cola Bottling Facility Middlesboro, Kentucky. Mechanical Engineer.

Fire Protection, Eddie Williams Warehouse Facility Johnson City, Tennessee. Mechanical Engineer.

120,000 SF Facility, Freightliner of Knoxville Knoxville, Tennessee. Mechanical Engineer.

M. ANDREW MONK, PE

DIRECTOR OF SITE DEVELOPMENT & SOLID WASTE



Associate

YEARS OF EXPERIENCE 17 Years of Experience 2008 | Joined T&L

EDUCATION Virginia Tech 2007 | Bachelor of Science Civil & Environmental Engineering

REGISTRATIONS 2012 | Professional Engineer | VA

AFFILIATIONS American Society of Civil Engineers

PROFILE

Andrew Monk, PE, is the Director of Site Development and Solid Waste and plays a major role in the design and construction of site development, stormwater and solid waste management projects. Andrew manages the departments activities, quality of design and production. He gathers and evaluates project data, provides recommendations and oversees the design details and construction documents for the engineering team. Andrew is a graduate of Virginia Tech, and received a Bachelor of Science Degree in Civil Engineering with special concentration in Environmental and Water Resource Engineering.

EXPERIENCE

Radford Fire and EMS Radford, Virginia. Lead Civil Engineer.

Glade Hill Fire and EMS Franklin County, Virginia. Lead Civil Engineer.

Renovations of Former Sheriff's Office Montgomery County, Virginia. Director.

Garage Expansion Pulaski County, Virginia. Design Engineer.

Public Safety Building Radford, Virginia. Design Engineer.

New Department of Juvenile Justice Facility Isle of Wight, Virginia. Director.

Transfer Station Giles, Virginia. Lead Civil Engineer.

Maintenance Garage/PSA Facility Montgomery County, Virginia. Lead Civil Engineer.



MICHAEL C. MAY, PS





YEARS OF EXPERIENCE 23 Years of Experience 2022 | Joined T&L

E D U C A T I O N Bluefield State College 1987 | Bachelor of Science Civil Engineering Technology

Mercer County Vocational Center 1982 | Civil Technology

REGISTRATIONS

2008 | Licensed Surveyor | VA 2010 | Professional Surveyor | WV



PROFILE

Michael May, PS, is a graduate of Bluefield State College with a Bachelor of Science in Civil Engineering. He has experience in the field of surveying and is a licensed surveyor in West Virginia and Virginia. Michael serves as the Survey Manager for West Virgina and is responsible for all land survey operations in survey control, topographic, GPS, roadway, property, boundary, construction staking, railroad, mining field, elevation certificates and flood surveys.

EXPERIENCE

Broadband Field Engineering Meadow Bridge, West Virginia. Survey Manager.

Broadband Field Survey Greenbrier County, West Virginia. Survey Manager.

Broadband Expansion Tyler County, West Virginia. Survey Manager.

Broadband Expansion Meadowbridge, West Virginia. Survey Manager.

Multi-County Broadband Expansion Roane County, West Virginia. Survey Manager.

Broadband Expansion Summers County, West Virginia. Survey Manager.

Gig Ready Broadband Aerial Fiber Project Greenbrier County, West Virginia. Survey Manager.

Broadband Expansion Project Taylor County, West Virginia. Survey Manager.

John Nash Industrial Site Selection Bluefield, West Virginia. Survey Manager.

Omnis Building Technologies Bluefield, West Virginia. Survey Manager.

Princeton Community Hospital Princeton, West Virginia. Survey Manager.

KELI J. RATCLIFFE, CPSM

CLIENT SERVICE MANAGER



Associate

YEARS OF EXPERIENCE 20 Years of Experience 2018 | Joined T&L

EDUCATION Virginia Tech 2004 | Bachelor of Arts English | Minor Communications

CERTIFICATIONS 2008 | CPSM Certified Professional Services Marketer

AFFILIATIONS 2006 | Public Relations Society of America 2006 | Society for Marketing Professional

Services



PROFILE

Keli Ratcliffe, CPSM, has extensive experience in the development and implementation of strategic communication programs. She possesses a thorough knowledge of public and stakeholder activities supporting local government projects. Keli has successfully represented project teams at community events, facilitated workshop discussions, and managed the preparation of informational materials, websites, study documents, and project resource centers.

She has successfully demonstrated her communication skills through numerous venues including written information, websites, marketing materials, and graphic displays. Keli assists clients in identifying funding opportunities as well as writing and submitting funding applications.

EXPERIENCE

John Nash Industrial Site Selection Bluefield, West Virginia. CSM.

Records Storage Building Mercer County, West Virginia. CSM.

Restroom Renovation Mercer County, West Virginia. CSM.

Parking Garage Rehabilitation Welch, Virginia. CSM.

Region 1 & 4 Broadband Study, Region Four Planning and Development Council Multiple Counties, West Virginia. Client & Community Development Manger.

Webster County Broadband Design, West Virginia Region 4 Planning and Development Council Webster, West Virginia. Client & Community Development Manger. Broadband Study Lincoln County, West Virgina. CSM.

Richwood Broadband Design Nicholas County, West Virginia. CSM.

Cumberland Industrial Park Broadband Permits Mercer County, West Virginia. CSM.

Bull Creek Broadband Design McDowell County, West Virginia. CSM.

Jennifer A. Belcher, P.E.

PROGRAM MANAGER – CONSTRUCTION



GENERAL QUALIFICATIONS

Ms. Belcher is a key member of the Michael Baker Construction Services team in West Virginia. This team is proud to provide expert level construction inspection, materials testing, and construction management support services throughout the state.

With 31 years of prior construction administration, transportation, structural, and traffic engineering

experience with various consultants and at the West Virginia Department of Transportation, Division of Highways, Ms. Belcher is extremely knowledgeable in the design and administration of various phases of complex design and construction projects as well as the management of large construction projects. Her career started in roadway design and progressed to offshore structural design, transportation and traffic engineering projects, to design and construction management at the Division of Highways and finally to the contractor side managing the construction of large-scale roadways and bridges. Michael Baker

INTERNATIONAL

Years with Michael Baker: 1

Years of Experience: 30

Education

B.S.E.T., 1992, Civil Engineering Technology Bluefield State College Bluefield, WV B.S.E.T., 1992, Architectural Engineering Technology Bluefield State College Bluefield, WV

Licenses/Certifications

Professional Engineer, Virginia, 2002, #36505 Professional Engineer, West Virginia, 2006, #16975

Professional Affiliations

American Council of Engineering Companies (ACEC) Contractors Association of West Virginia (CAWV)

In her current role as Program Manager - Construction, Ms. Belcher's experience continues to be utilized by the West Virginia Division of Highways providing oversight of Baker project teams on design-build and bid-build construction projects, as well as performing construction management, claims mitigation, and CPM schedule review.

RELEVANT EXPERIENCE

West Virginia Division of Highways, Mountain View to Gilbert. Serves as Project Manager assisting with the execution of the contract consisting of approximately 4.5 miles of 2-lane roadway grading and paving as part of the unit price portion of the contract and a design-build contract for design and construction of a 3-mile connector road to existing US52. Works with District 2 personnel to assist in coordinating pre-construction activities such as right of way, utilities, environmental, contractor proposed design changes, and contractor submittal reviews. Responsible for final CPM schedule reviews and assisting inspection personnel on contract and design related issues. (\$100M)

West Virginia Division of Highways, CPM Training Assignment. Serves as final reviewer for the preparation of a training program and manual to provide training for WVDOH personnel to review CPM schedules using Primavera P6 software. This work is performed at the direction of the Contract Administration Division to provide a uniform process for reviewing CPM schedules throughout the ten Districts.

West Virginia Division of Highways, Various District and Central Office Assignments. Assists on various assignments throughout the state to provide project construction management activities on an as needed basis. Currently reviewing CPM schedules, assisting with claim submittal review and responses, assisting with environmental reviews on large construction projects, performing constructability plan reviews and providing construction management support in various Districts.

PREVIOUS WORK EXPERIENCE

Bizzack Construction, LLC, Lexington, KY

Responsible for administration and management of construction projects to verify work was performed in accordance with contract requirements and completed in a timely manner. Responsible for interaction with owners, designers, construction inspection firms, right of way acquisition, utility relocation providers, subcontractors, materials suppliers, materials testing firms, and permitting agencies. Interacted with project personnel on a

Project Manager, 2015-2023



HCR LLC Firm Overview

Hummer Construction Resources (HCR) is a small, woman owned business, certified by the Virginia Department of Small Business and Supplier Diversity, SWAM Certification Number 669409, and registered with the Virginia SCC, S251026-3. HCR has been approved, via a contract with the Virginia Department of General Services, to provide construction cost estimating services statewide.

Over the last twenty-five years HCR has provided all levels of cost estimates for designers, developers, state, and local agencies. While we are small, HCR has prepared cost estimates for the billion-dollar Texas Cryptology Center and the thirty-six-million-dollar North Central West Virginia Airport Terminal in Bridgeport.

Relevant Firm Projects

- VA Medical Center, Replace HVAC System Air Handling Units, Charleston, West Virginia
- Virginia Department Military Affairs Readiness Center, Christiansburg, Virginia
- Virginia Department Military Affairs, FMS 10, Maintenance & Repairs, Troutville, Virginia
- Virginia Department Military Affairs, Replace Aviation Support Facility, Sandston, Virginia
- Naval Support Activity Facility, New Base Housing Development, Millington, Tennessee
- Naval Surface War Center, Base Modernizations, Crane, Indianna

D. Keith Hummer, Lead Cost Estimator

Background

In the late 90's, Keith was a Project Executive for a large DC based construction firm, estimating and managing all types of military facilities projects, on bases across the country.

- · Cost estimating at all levels of design, from feasibility studies to construction documents
- Project cost planning, construction management and project scheduling
- Change order negotiations and contract dispute resolution
- · Facility assessments, commissioning, and quality assurance programs

Achievements

- Cost Engineer Certification, American Association Cost Engineers
- Master Tradesman Licenses, Mechanical, Electrical, Plumbing, Gas Fitting (Retired)
- Licensed Class A Building Contractor, Commonwealth of Virginia (Active)
- NCEER Certified Plumbing, HVAC, Electrical, Apprentice Instructor
- Professional Member, ASHRAE and Building Commissioning Association
- LEED Accredited Professional, The United States Green Building Council
- Former Chairman, Building Code Review Board, Fredericksburg, Virginia

Education

- Virginia Commonwealth University, Advertising 1973
- Columbia Technical Institute, Construction Estimating-Project Management 1976

Steven J. Winter, PE

PRINCIPAL

Expertise

Geotechnical Engineering

Education

Master of Science, Geotechnical Engineering, Virginia Polytechnic Institute and State University

Bachelor of Science, Civil Engineering, Virginia Polytechnic Institute and State University

Registrations

Professional Engineer / VA, WV

Certifications

CPR First Aid FOPP - Fundamentals of Professional Practice (ASFE)

Affiliations ASCE, IPP

Years with Schnabel/Total 35/35

Steve Winter has project engineering and project management expertise in geotechnical and materials engineering, and construction monitoring. He has experience as a project engineer and a project manager on hundreds of projects that have included providing recommendations for the design of structural fills, embankment and excavation slopes, shallow and deep foundations, floor slabs, ground improvement, retaining walls, and pavements. Steve has worked on a wide variety of projects including roadways, bridges, dams, buildings, landfills, storage tanks, and towers. As a project manager during the construction phase of projects, his responsibilities have involved coordination and supervision of field staff, and review of field reports on large earthwork, pavement, and transportation/building construction projects, including warehouses, prisons, office buildings, water and wastewater treatment facilities, and academic facilities.

Veterans Administration Medical Center Capital Region Readiness Data Center / Martinsburg, WV

Reviewer. Provided review of geotechnical study for the design-build project consisting of a new 65,000 sf standalone data center on the Veterans Affairs Medical Center campus in Martinsburg. Services included subsurface exploration, field engineering including site reconnaissance, karst observations, and boring stakeouts as well as soil laboratory testing. Our geotechnical engineering study provided recommendations for foundations, stormwater management pond, parking areas, pavements, and earthwork.

Roanoke National Guard Readiness Center / Troutville, VA

Project Engineer. Provided project coordination and reporting for a subsurface investigation adjacent to an on-going expansion under construction at the Roanoke National Gurad Readiness Center in Troutville, Virginia. The ground improvement specialty Contractor was asked by the design team to provide verification of subsurface conditions in an area where rammed aggregate pier installation showed anomalous depths to rock.

Salem Army Reserve Center Upgrades / Salem, VA

Project Manager. Provided geotechnical and materials engineering project management of Special Inspection activities for an expansive renovation and expansion of the existing Army Reserve Center on Roanoke Boulevard in Salem, Virginia. The project consisted of renovations to several buildings including replacement of structural steel supports and the addition of an elevator. Several additions and exterior improvements to underground utilities and hardscape were also included in the upgrades. Special Inspections included observation and testing of foundation subgrades, reinforcing steel, cast-inplace concrete, post-installed anchors, concrete masonry units (CMU), structural steel, and roofing materials installation.

> Schnabel engineering

1 / schnabel-eng.com

03. PAST PERFORMANCE



T&L has completed dozens of public safety projects throughout southwest Virginia, east Tennessee, and south West Virginia including buildings for fire stations, police stations, E-911/ Dispatch, Magistrates, Sheriff Departments, Court Holding facilities and numerous Regional and County Jail projects. T&L's staff of registered architects and professional engineers bring many years of award-winning experience to every project.





NEW JUSTICE TRAINING ACADEMY DUBLIN, VA

T&L was selected by the New River Criminal Justice Training Academy (NRCJTA) in Draper, Virginia to provide evaluation/design and related services regarding the need for a new facility of approximately 11,000 SF situated on an approximate 5 acre parcel owned by the NRCJTA in Dublin, Virginia.

The New River Criminal Justice Training Academy (NRCJTA) is one of the Commonwealth of Virginia's regional academy system institutions that provides a wide variety of pre-employment and job skills training, specialized education, and development courses, workshops, and seminars for local law enforcement officers, jail officers, and staff personnel for twenty local departments and a regional jail located in the New River Valley.

The facility is approximately 11,000 SF in useable floor area and includes three classrooms, three offices, a firearms simulator training room, a computer lab, a conference room, reception, workroom, secretarial and record storage areas, a kitchen, toilets, locker rooms, storage, mechanical/electrical areas, and a 2,800 SF multipurpose room.



SERVICES PROVIDED Architecture and Engineering

CONSTRUCTION COST \$1,600,000

COMPLETION DATE

CLIENT New River Criminal Justice Training Academy P.O. Box 1085 Dublin VA, 24084

CONTACT Franklin R Ferrell. Director 540.674.5846



PAR CARDINAL CRIMINAL JUSTICE ACADEMY SALEM, VA

The Cardinal Criminal Justice Academy, a 13,832-square-foot facility situated on a 1.53-acre site in the City of Salem, serves as a critical training hub for law enforcement personnel from across the state. The existing facility, originally built in the 1930s as Salem Elementary School, has undergone multiple expansions with pre-engineered metal building additions in the 1980s and 1990s. The site is located within the 100-year floodplain, with a portion extending into the floodway, posing unique engineering and site development challenges.

The Academy's current space constraints have necessitated the use of off-site locations for training sessions due to increasing class sizes and limited classroom capacity. To address these limitations, T&L conducted a comprehensive Space Needs Assessment to evaluate the facility's efficiency, functionality, and potential for expansion or renovation. This assessment analyzed current space utilization, identified deficiencies, and explored solutions to enhance operational capacity while considering site constraints.



SERVICES PROVIDED Architecture Surveying

NOTABLE FEATURES PAR

CONSTRUCTION COST \$34,000 (Study)

COMPLETION DATE 2023 (Study)

CLIENT Cardinal Criminal Justice Academy 917 Central Avenue Salem, VA 24153

CONTACT

Mr. Gary Moore Executive Director 540.375.3095



GLADE HILL FIRE AND EMS STATION FRANKLIN COUNTY, VA

Franklin County updated their outdated and undersized Glade Hill Fire Station to provide a state-ofthe art facility for equipment and personnel decontamination, sleeping areas, and emergency backup power for the entire facility. Recently two adjacent properties were purchased by Franklin County located along Virginia 40 East (Old Franklin Turnpike) and Route 869 (Turtle Hill Road); the parcels are approximately 2.966 acres and 2.52 acres; 5.486 acres in total.

T&L provided a detailed evaluation of the unimproved site (no existing utility infrastructure), facility programming, and a conceptual design illustrating the programmed facility situated on the site. A preliminary order of magnitude project cost estimate was included, reflecting the construction and associated soft costs for the project and establishing the budget for the subsequent comprehensive design effort.

Since the proposed project site did not have domestic/fire water service or sanitary sewer service. Prior to investing significant resources into the project, further evaluation was provided to ensure the site was conducive for the intended use, i.e. sufficient well capacity was available, sufficient area will percolate for the construction of a conventional septic field, and, that sub-surface conditions are suitable for the proposed development.

T&L provided additional civil engineering services to assist Franklin County with the development of a water well, identification and permitting of a private sewer system, review and coordination with VDOT of the proposed preliminary plan and entry roads, and geotechnical evaluations of the project site. Supporting Land Survey services were also provided in conjunction with the above services.



SERVICES PROVIDED Architecture Engineering Survey

NOTABLE FEATURES 12,000 SF Double Pull-Through Bay

CONSTRUCTION COST \$4.5 M

COMPLETION DATE 2023

CLIENT Franklin County Board of Supervisors 1255 Franklin Street Suite 112 Rocky Mount, Virginia 24151

CONTACT Mr. Christopher Whitlow 540.483.3030



RINER FIRE STATION MONTGOMERY COUNTY, VA

T&L provided full design and engineering services for a new fire station for Montgomery County, Virginia in Riner, Virginia. The site is located on Virginia Route 8 on approximately 45 acres.

The project included:

- Replacement of existing 10,000 SF Facility (New Construction 19,150SF
- Facility for Volunteer and Career Firefighters
- +/- 5 Acre Site with sanitary pump station and public water connection
- Use of nutrient management credits to limit cost and extent of SWM features
- Six (6) pull-through, double-loaded apparatus bays
- 2,000 SF Meeting/Training/Community Room
- 1,875 SF Mechanical and Storage Mezzanine
- Built-in bay and magna-grip exhaust system
- Designed with options for future additional bay and conversion of two offices to bunk rooms
- Separate Turn-out Room Decontamination Room with laundry, extractor and dryers
- Compressor Room for SCBAs and tool compressor

The building is a pre-engineered metal structure on shallow spread footings with masonry walls and a standing seam metal roof. The apparatus bays were designed to incorporate overhead Stokes basket training capability, and also include a vehicle exhaust system. The facility is heated by liquid propane direct expansion (DX) air handling units (AHUs). Storage space is included on a partial second level beside the AHUs area. Exterior vehicular circulation is provided via heavy duty asphalt and concrete roadways that encircle the facility. Extensive coordination with VDOT was required to locate access off of Route 8 to the site/facility.



SERVICES PROVIDED Architecture Engineering

NOTABLE FEATURES 19,150 SF 6 Pull-through Bays

CONSTRUCTION COST \$4.65M

COMPLETION DATE 2019

CLIENT Montgomery County Board of Supervisors 755 Roanoke Street, Suite 1C Christiansburg, Virginia 24073

CONTACT Mr. Craig Meadows 540.382.6954

FORMS AND ADDENDUM

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.

 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 <u>successive one (1) year periods or multiple</u> 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.

Revised 8/24/2023

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 <u>successive</u> 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.

Revised 8/24/2023

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.

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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
 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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)

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Revised 8/24/2023

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.

Revised 8/24/2023

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

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

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

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

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 8/24/2023

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 <u>purchasing.division@wv.gov</u>.

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 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:
 - 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
 - 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.

Revised 8/24/2023

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 not 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 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 puppose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery 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.

Revised 8/24/2023

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 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) Barry H. Collier, Project Manager

(Address) 726 Auburn Avenue Radford, VA 24141

(Phone Number) / (Fax Number) 540.633.1897

(email address) bcoller@T-L.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.

Thompson & Litton, Inc.	
(Company) Ros Helton	
(Signature of Authorized Representative)	
Ronald G. Helton, Senior Vice President	
(Printed Name and Title of Authorized Representative) (Date)	
276.328.2161 276.328.1738	
(Phone Number) (Fax Number)	
rhelton@T-L.com	
(Email Address)	

*T&L interprets Paragraph 20 and 28 as a provision best replaced with a professional services standard of care provision. In Paragraph 36, T&L would like to suggest a change to reflect: The Vendor agrees to indemnify and hold harmless from and against all damages related to negligent performance of the Contract. While T&L may take exception to these provisions, we welcome the opportunity to discuss further upon selection.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CEOI ADJ250000017

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

0	Addendum No. 1	Addendum No. 6
	Addendum No. 2	Addendiam No. 7
	Addendum No. 3	Addendiam No. 8
	Addendum No. 4	Addendiam No. 9
	Addendum No. 5	Addendum No. 10

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

Thompson & Litton, Inc.				
Company	-			
Anthonzed Signatur	e			
02/10/2025				

Date

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

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CEOI ADJ2500000017

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

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

Addendum Numbers Received:

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Thompson &	Litton, Inc.
	Company Authorized Signature
02/10/2025	6
	Date

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