

CONTRACT #6
RFS # 335.01-12113
Edison # 27555

**Department of Commerce and
Insurance
Fire Prevention Division**

VENDOR:
LHM Electrical Inspectors, P.C.



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
500 JAMES ROBERTSON PARKWAY
DAVY CROCKETT TOWER
NASHVILLE, TENNESSEE 37243
615-532-3589

September 18, 2015

Leni Chick, Contract and Audit Coordinator
Fiscal Review Committee
8th Floor Rachel Jackson Building
320 Sixth Avenue North
Nashville, Tennessee 37243

Re: Inspection Services Co., P.C.
Contract Amendment – Increase Maximum Liability
Contract No. FA1236013 (Edison ID No. 26733)

LHM Electrical Inspectors, P.C.
Contract Amendment – Increase Maximum Liability
Contract No. FA1236158 (Edison ID No. 27555)

Ronald Gray, P.C.
Contract Amendment – Addition of Certain Limited Travel Expenses
Contract No. FA1236030 (Edison ID No. 27436)

Dear Ms. Chick:

Attached are three (3) proposed amendments to Deputy Electrical Inspector (DEI) Contacts between the State of Tennessee and DEI's for electrical inspection services provided to the Department of Commerce and Insurance's ("Department") Fire Prevention Division. The Amendments are hereby submitted for consideration and approval of the Fiscal Review Committee in accordance with Tenn. Code Ann. § 4-56-108(b)(1)(C)(ii).

The Department is required by law to perform inspections of electrical installations for which the Department may utilize contractors in accordance with T.C.A. § 68-102-143. The proposed maximum liabilities were determined using historical data from payments made to the DEIs from the previous procurement for this service. Initially, each contract's maximum liability was based on an estimate of the highest projected liability of any of the current contracts. As a result of estimating the initial maximum liability, current expenditures related to two (2) contracts now required amendments to increase the maximum liability.

The electrical inspection permit fees are currently set by statute at T.C.A. § 68-102-143(b)(2) and rule at Tenn. Comp. R. & Regs. 0780-02-01-.04, so an increase in public demand for the service

has resulted in a need of an increase in liability. In addition, each appointed DEI is assigned to serve a specific territory. However, many territories have been revised due to disability, sickness, death, resignation, and termination, leading to an increase in workload.

In addition to an increase in demand and decrease in available personnel, the Department must utilize existing DEI personnel to perform inspections in remote or secluded areas. Certain areas including Polk County, for instance, have an exceedingly small pool of qualified candidates. As a result, DEI's from outside of this region must travel outside of their normal service areas to cover this area. The Department has proposed compensating these contractors for certain limited travel expenses in connection with these inspections due to the fact that there is little financial incentive for these contractors to travel outside of their originally-assigned areas for such limited work. These travel expenses will only be awarded in exigent circumstances at the discretion of the Director for Contract Inspection Services, and will only be available to one (1) of the above-listed contractors.

I have attached the Supplemental Documentation required for review by the Fiscal Review Committee, Edison printouts related to payments made under each contract, the amendments and Amendment Requests applicable to each DEI contract, and the original contracts.

Please do not hesitate to contact me if you have any questions or need any additional information.

Respectfully,



Colton Cline
Assistant General Counsel

cc: Joseph Underwood, Chief Counsel for Fire Prevention
Gary West, Assistant Commissioner for Fire Prevention
Gary Farley, Director (Contract Inspection Services, Electrical & Residential Codes and State Fire Marshal's Office)

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Colton Cline	*Contact Phone:	(615) 741-9730		
*Presenter's name(s):	Joseph Underwood; Gary Farley; Colton Cline				
Edison Contract Number: <i>(if applicable)</i>	27555	RFS Number: <i>(if applicable)</i>	33501-12113		
*Original or Proposed Contract Begin Date:	July 1, 2011	*Current or Proposed End Date:	June 30, 2016		
Current Request Amendment Number: <i>(if applicable)</i>	1				
Proposed Amendment Effective Date: <i>(if applicable)</i>	December 1, 2015				
*Department Submitting:	Department of Commerce and Insurance				
*Division:	Fire Prevention				
*Date Submitted:	September 18, 2015				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	LHM Electrical Inspectors, PC				
*Current or Proposed Maximum Liability:	\$487,000				
*Estimated Total Spend for Commodities:	N/A				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2012	FY: 2013	FY: 2014	FY 2015	FY 2016	
\$ 67,400.00	\$ 67,400.00	\$ 67,400.00	\$ 67,400.00	\$ 67,400.00	
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY: 2012	FY: 2013	FY: 2014	FY: 2015	FY	FY
\$ 42,386.10	\$ 51,623.05	\$ 75,054.15	\$107,044.75	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:					
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:					
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:					

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:			
State:		Federal:	
<i>Interdepartmental:</i>		<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>		Alternative Procurement Method	
<p>*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?</p>		<p>The projected costs of the service for the entire term of the contract prior to award was \$337,000.00. The cost was determined using historical data from payments made to the Deputy Electrical Inspectors from the previous procurement for this service and considerations of projected growth and increase in need for inspection services in the relevant geographical area.</p>	
<p>*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.</p>			

LHM Electrical Inspectors

Total P	85												
Unit	Voucher	Invoice	Remit Vndr	Name	Gross Amt	Reference	Pymnt Date	Recon Statu	Reconciled Date	Warrant Amount	Method	Message	
33501	00052782	1141882	0000009001	LHM Electrical Inspectors	3909.150	0001060405	5/15/2014	REC	5/15/2014	3909.150	EFT		
33501	00053255	1142220	0000009001	LHM Electrical Inspectors	3980.550	0001082459	5/30/2014	REC	5/30/2014	3980.550	EFT		
33501	00052267	1141499	0000009001	LHM Electrical Inspectors	4246.600	0001037842	4/30/2014	REC	4/30/2014	4246.600	EFT		
33501	00055508	1144040	0000009001	LHM Electrical Inspectors	3252.950	0001194105	8/15/2014	REC	8/15/2014	3252.950	EFT		
33501	00056163	1144465	0000009001	LHM Electrical Inspectors	3871.750	0001216125	8/29/2014	REC	8/29/2014	3871.750	EFT		
33501	00023352	1118274	0000009001	Lhm Electrical Inspectors Pc	1937.150	0000943108	8/15/2011	REC	8/15/2011	1937.150	EFT		
33501	00022879	1118231	0000009001	Lhm Electrical Inspectors Pc	2430.150	0000918406	7/28/2011	REC	7/28/2011	2430.150	EFT		
33501	00022668	1117840	0000009001	Lhm Electrical Inspectors Pc	2476.900	0000910910	7/20/2011	REC	7/20/2011	2476.900	EFT		
33501	00026372	1120957	0000009001	Lhm Electrical Inspectors Pc	4942.750	0001075843	11/29/2011	REC	11/29/2011	4942.750	EFT		
33501	00025671	1120379	0000009001	Lhm Electrical Inspectors Pc	4949.550	0001040717	10/31/2011	REC	10/31/2011	4949.550	EFT		
33501	00029369	1123373	0000009001	Lhm Electrical Inspectors Pc	3588.700	0001215935	3/14/2012	REC	3/14/2012	3588.700	EFT		
33501	00032859	1125828	0000009001	LHM Electrical Inspectors	1660.900	0000119563	6/27/2012	REC	6/27/2012	1660.900	EFT		
33501	00034912	1127273	0000009001	LHM Electrical Inspectors	1726.350	0000225076	9/13/2012	REC	9/13/2012	1726.350	EFT		
33501	00034514	1126954	0000009001	LHM Electrical Inspectors	2550.000	0000204234	8/29/2012	REC	8/29/2012	2550.000	EFT		
33501	00035762	1128165	0000009001	LHM Electrical Inspectors	4523.700	0000269591	10/15/2012	REC	10/15/2012	4523.700	EFT		
33501	00038698	1130589	0000009001	LHM Electrical Inspectors	22.950	0000408129	1/31/2013	REC	1/31/2013	22.950	EFT		
33501	00040648	1131760	0000009001	LHM Electrical Inspectors	2625.650	0000488389	3/28/2013	REC	3/28/2013	2625.650	EFT		
33501	00057970	1145886	0000009001	LHM Electrical Inspectors	3842.000	0001305224	10/31/2014	REC	10/31/2014	3842.000	EFT		
33501	00057488	1145542	0000009001	LHM Electrical Inspectors	3955.900	0001278481	10/15/2014	REC	10/15/2014	3955.900	EFT		
33501	00057060	1144963	0000009001	LHM Electrical Inspectors	3210.450	0001258847	9/30/2014	REC	9/30/2014	3210.450	EFT		
33501	00060666	1148198	0000009001	LHM Electrical Inspectors	3921.900	0001447111	2/13/2015	REC	2/13/2015	3921.900	EFT		
33501	00043564	1134276	0000009001	LHM Electrical Inspectors	3088.050	0000618631	6/28/2013	REC	6/28/2013	3088.050	EFT		
33501	00043006	1133755	0000009001	LHM Electrical Inspectors	2565.300	0000599352	6/14/2013	REC	6/14/2013	2565.300	EFT		
33501	00047615	1137541	0000009001	LHM Electrical Inspectors	3085.500	0000813027	11/15/2013	REC	11/15/2013	3085.500	EFT		
33501	00047212	1137218	0000009001	LHM Electrical Inspectors	2475.200	0000787827	10/31/2013	REC	10/31/2013	2475.200	EFT		
33501	00049589	1139347	0000009001	LHM Electrical Inspectors	2727.650	0000912706	1/31/2014	REC	1/31/2014	2727.650	EFT		
33501	00048344	1138046	0000009001	LHM Electrical Inspectors	2145.400	0000848441	12/13/2013	REC	12/13/2013	2145.400	EFT		
33501	00050053	1139704	0000009001	LHM Electrical Inspectors	2461.600	0000936744	2/14/2014	REC	2/14/2014	2461.600	EFT		
33501	00054832	1143272	0000009001	LHM Electrical Inspectors	4565.350	0001152005	7/15/2014	REC	7/15/2014	4565.350	EFT		
33501	00053694	1142558	0000009001	LHM Electrical Inspectors	4403.850	0001103825	6/13/2014	REC	6/13/2014	4403.850	EFT		
33501	00023952	1118983	0000009001	Lhm Electrical Inspectors Pc	2812.650	0000962725	8/31/2011	REC	8/31/2011	2812.650	EFT		
33501	00027205	1121609	0000009001	Lhm Electrical Inspectors Pc	4120.800	0001116477	12/29/2011	REC	12/29/2011	4120.800	EFT		
33501	00030159	1124043	0000009001	Lhm Electrical Inspectors Pc	2995.400	0000020500	4/16/2012	REC	4/16/2012	2995.400	EFT		
33501	00030731	1124484	0000009001	Lhm Electrical Inspectors Pc	22.950	0000036097	4/27/2012	REC	4/27/2012	22.950	EFT		
33501	00033972	1126731	0000009001	LHM Electrical Inspectors	2805.000	0000189630	8/15/2012	REC	8/15/2012	2805.000	EFT		
33501	00033496	1126204	0000009001	LHM Electrical Inspectors	2857.700	0000163999	7/30/2012	REC	7/30/2012	2857.700	EFT		
33501	00036691	1128815	0000009001	LHM Electrical Inspectors	4150.550	0000307911	11/15/2012	REC	11/15/2012	4150.550	EFT		
33501	00039137	1131028	0000009001	LHM Electrical Inspectors	2207.450	0000432561	2/15/2013	REC	2/15/2013	2207.450	EFT		
33501	00038164	1130324	0000009001	LHM Electrical Inspectors	3134.800	0000389390	1/15/2013	REC	1/15/2013	3134.800	EFT		
33501	00058993	1146797	0000009001	LHM Electrical Inspectors	5302.300	0001366214	12/15/2014	REC	12/15/2014	5302.300	EFT		
33501	00058309	1146134	0000009001	LHM Electrical Inspectors	4638.450	0001322876	11/14/2014	REC	11/14/2014	4638.450	EFT		
33501	00062880	1149815	0000009001	LHM Electrical Inspectors	6125.100	0001554796	4/30/2015	REC	4/30/2015	6125.100	EFT		
33501	00063209	1150205	0000009001	LHM Electrical Inspectors	5738.350	0001576969	5/15/2015	REC	5/15/2015	5738.350	EFT		
33501	00065031	1151645	0000009001	LHM Electrical Inspectors	8075.850	0001677339	7/17/2015	UNR		8075.850	EFT		
33501	00041105	1132212	0000009001	LHM Electrical Inspectors	2888.300	0000513731	4/15/2013	REC	4/15/2013	2888.300	EFT		
33501	00041717	1132772	0000009001	LHM Electrical Inspectors	2299.250	0000531772	4/30/2013	REC	4/30/2013	2299.250	EFT		

LHM Electrical Inspectors

33501	00042225	1133126	000009001	LHM Electrical Inspectors	2411.450	0000557212	5/15/2013	REC	5/15/2013	2411.450	EFT
33501	00042606	1133490	000009001	LHM Electrical Inspectors	2371.500	0000574443	5/31/2013	REC	5/31/2013	2371.500	EFT
33501	00043901	1134648	000009001	LHM Electrical Inspectors	2412.300	0000642027	7/15/2013	REC	7/15/2013	2412.300	EFT
33501	00044254	1134894	000009001	LHM Electrical Inspectors	3184.950	0000662917	7/31/2013	REC	7/31/2013	3184.950	EFT
33501	00046664	1136866	000009001	LHM Electrical Inspectors	2579.750	0000761878	10/15/2013	REC	10/15/2013	2579.750	EFT
33501	00046252	1136296	000009001	LHM Electrical Inspectors	3062.550	0000743703	9/30/2013	REC	9/30/2013	3062.550	EFT
33501	00048022	1137797	000009001	LHM Electrical Inspectors	3111.850	0000827154	11/27/2013	REC	11/27/2013	3111.850	EFT
33501	00048915	1138591	000009001	LHM Electrical Inspectors	2771.850	0000868669	12/30/2013	REC	12/30/2013	2771.850	EFT
33501	00050581	1140045	000009001	LHM Electrical Inspectors	2329.850	0000951256	2/28/2014	REC	2/28/2014	2329.850	EFT
33501	00024297	1119202	000009001	Lhm Electrical Inspectors Pc	2776.950	0000978339	9/14/2011	REC	9/14/2011	2776.950	EFT
33501	00028471	1122715	000009001	Lhm Electrical Inspectors Pc	2676.650	0001178976	2/15/2012	REC	2/15/2012	2676.650	EFT
33501	00027992	1122276	000009001	Lhm Electrical Inspectors Pc	4381.750	0001156657	1/31/2012	REC	1/31/2012	4381.750	EFT
33501	00056707	1144808	000009001	LHM Electrical Inspectors	3273.350	0001235476	9/15/2014	REC	9/15/2014	3273.350	EFT
33501	00054426	1142859	000009001	LHM Electrical Inspectors	4141.200	0001130176	6/30/2014	REC	6/30/2014	4141.200	EFT
33501	00055174	1143462	000009001	LHM Electrical Inspectors	4124.200	0001174873	7/31/2014	REC	7/31/2014	4124.200	EFT
33501	00031390	1124583	000009001	LHM Electrical Inspectors	3054.900	0000063736	5/16/2012	REC	5/16/2012	3054.900	EFT
33501	00031712	1125184	000009001	LHM Electrical Inspectors	2465.000	0000080832	5/31/2012	REC	5/31/2012	2465.000	EFT
33501	00033118	1125923	000009001	LHM Electrical Inspectors	1551.250	0000144279	7/12/2012	REC	7/12/2012	1551.250	EFT
33501	00036993	1129267	000009001	LHM Electrical Inspectors	2345.150	0000329187	11/30/2012	REC	11/30/2012	2345.150	EFT
33501	00037449	1129306	000009001	LHM Electrical Inspectors	1756.950	0000352228	12/14/2012	REC	12/14/2012	1756.950	EFT
33501	00040138	1131488	000009001	LHM Electrical Inspectors	3741.700	0000472581	3/15/2013	REC	3/15/2013	3741.700	EFT
33501	00059804	1147464	000009001	LHM Electrical Inspectors	4998.000	0001410892	1/15/2015	REC	1/15/2015	4998.000	EFT
33501	00058633	1146461	000009001	LHM Electrical Inspectors	4068.950	0001346245	11/28/2014	REC	11/28/2014	4068.950	EFT
33501	00061107	1148532	000009001	LHM Electrical Inspectors	3835.200	0001465118	2/27/2015	REC	2/27/2015	3835.200	EFT
33501	00059401	1147155	000009001	LHM Electrical Inspectors	4159.050	0001386689	12/30/2014	REC	12/30/2014	4159.050	EFT
33501	00060127	1147719	000009001	LHM Electrical Inspectors	6273.000	0001426685	1/30/2015	REC	1/30/2015	6273.000	EFT
33501	00061872	1149163	000009001	LHM Electrical Inspectors	3330.300	0001511370	3/31/2015	REC	3/31/2015	3330.300	EFT
33501	00062346	1149487	000009001	LHM Electrical Inspectors	2869.600	0001531226	4/15/2015	REC	4/15/2015	2869.600	EFT
33501	00061431	1148858	000009001	LHM Electrical Inspectors	4067.250	0001483911	3/13/2015	REC	3/13/2015	4067.250	EFT
33501	00064105	1151009	000009001	LHM Electrical Inspectors	7154.450	0001619709	6/15/2015	REC	6/15/2015	7154.450	EFT
33501	00063589	1150445	000009001	LHM Electrical Inspectors	5075.350	0001596729	5/29/2015	REC	5/29/2015	5075.350	EFT
33501	00064696	1151350	000009001	LHM Electrical Inspectors	5391.550	0001646148	6/30/2015	REC	6/30/2015	5391.550	EFT
33501	00044853	1135308	000009001	LHM Electrical Inspectors	2595.900	0000686211	8/15/2013	REC	8/15/2013	2595.900	EFT
33501	00045437	1135506	000009001	LHM Electrical Inspectors	2436.100	0000703717	8/30/2013	REC	8/30/2013	2436.100	EFT
33501	00045834	1136089	000009001	LHM Electrical Inspectors	4314.600	0000725527	9/13/2013	REC	9/13/2013	4314.600	EFT
33501	00049271	1138985	000009001	LHM Electrical Inspectors	3179.000	0000887756	1/15/2014	REC	1/15/2014	3179.000	EFT
33501	00050899	1140246	000009001	LHM Electrical Inspectors	2422.500	0000976620	3/14/2014	REC	3/14/2014	2422.500	EFT
33501	00051340	1140753	000009001	LHM Electrical Inspectors	3501.150	0000995448	3/31/2014	REC	3/31/2014	3501.150	EFT
33501	00051944	1141134	000009001	LHM Electrical Inspectors	3575.100	0001020475	4/15/2014	REC	4/15/2014	3575.100	EFT
					\$289,090.95						

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	33501-162502	
1. Procuring Agency	Department of Commerce and Insurance	
2. Contractor	LHM Electrical Inspectors, P.C	
3. Edison contract ID #	27555	
4. Proposed amendment #	1	
5. Contract's Effective Date	7/01/2011	
6. Current end date	6/30/2016	
7. Proposed end date	6/30/2016	
8. Current Maximum Liability or Estimated Liability	\$337,000	
9. Proposed Maximum Liability or Estimated Liability	\$487,000	
10. Office for Information Resources Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	<p>The Department is required by law to perform inspections of electrical installations for which the Department may utilize contractors (“DEI’s”) in accordance with T.C.A. § 68-102-143. The proposed maximum liability was determined using historical data from payments made to the DEI’s from the previous procurement for this service. Initially, each contract’s maximum liability was based on an estimate of the highest projected liability of any of the current contracts.</p> <p>The proposed amendment is required because the current contractor, LHM Electrical Inspectors,</p>	

Agency request tracking #	33501-162502
<p>P.C., has been requested to perform a greater volume of work than was anticipated when the initial contract was entered into due to a significant increase in the volume of work assigned in his designated area of Maury and Williamson Counties.</p> <p>In order for the Contractor to continue to perform services required by the Division of Fire Prevention, it is necessary to increase the maximum liability of the subject contract from three hundred thirty-seven thousand dollars (\$337,000) to four hundred eighty-seven thousand dollars (\$487,000).</p> <p>Please note that the Contractor provides electrical inspection services to remote and rural areas of the state which do not have a large pool of qualified individuals that meet the eligibility requirements of this service. The number of individuals qualified to perform the work required is very limited.</p> <p>The proposed change in maximum liability is based on a revised estimate of the work that the Contractor will be required to perform in order to ensure continuity of services (continued electrical inspections) on behalf of the State. The current contract term ends June 30, 2016, upon which time the Department plans to issue a new Delegated Authority solicitation for these services.</p> <p>A competitive procurement is not feasible, since electrical inspection permit fees are currently set by statute, T.C.A. § 68-102-143(b)(2) rather than by competitive bid. The Department retains fifteen percent (15%) of the fees charged for costs associated with the administration of the electrical inspection program, and the inspectors receive eighty-five percent (85%) of the total fee assessed.</p>	
<p>14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.</p> <p>No changes to the Scope of Services.</p>	
<p>Signature of agency head or designee and date</p> <p><i>Julie Miss McPeak</i> <i>9.18.2015</i></p>	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 33501-162502	Edison ID 27555	Contract # FA1236158	Amendment # 1		
Contractor Legal Entity Name LHM ELECTRICAL INSPECTORS, P.C.			Edison Vendor ID 09001		
Amendment Purpose & Effect(s) Increase in maximum liability					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: June 30, 2016			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$150,000		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012				\$42,386.00	\$42,386.00
2013				\$51,623.00	\$51,623.00
2014				\$75,054.00	\$75,054.00
2015				\$137,044.00	\$137,044.00
2016				\$180,893.00	\$180,893.00
TOTAL:				\$487,000.00	\$487,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE</i>	
Speed Chart (optional) CI00000146		Account Code (optional)			

**AMENDMENT ONE
OF CONTRACT FA1236158**

This Amendment is made and entered by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and LHM Electrical Inspectors, P.C., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract Section C.1. Maximum Liability is deleted in its entirety and replaced with the following:

C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed four hundred eighty-seven thousand dollars (\$487,000.00). This amount shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Contract amount includes, but is not limited to, all applicable taxes, fees, overhead, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

2. The following is added as Contract Section E.12.

E.12 Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective **December 1, 2015**. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

LHM ELECTRICAL INSPECTORS, P.C

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

Julie Mix McPeak

9.18.2015

JULIE MIX MCPEAK, COMMISSIONER

DATE



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date 07/01/2011	End Date 06/30/2016	Agency Tracking # 33501 - 12113	Edison Record ID 27555		
Contractor Legal Entity Name LHM ELECTRICAL INSPECTORS, P.C.			Edison Vendor ID 09001		
Sub recipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		CFDA #	FEIN or SSN (optional) 20-0398041		
Service Caption (one line only) ELECTRICAL INSPECTION SERVICES					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012				\$67,400.00	\$67,400.00
2013				\$67,400.00	\$67,400.00
2014				\$67,400.00	\$67,400.00
2015				\$67,400.00	\$67,400.00
2016				\$67,400.00	\$67,400.00
TOTAL:				\$337,000.00	\$337,000.00

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Ownership/Control

African American
 Asian
 Hispanic
 Native American
 Female
 Person w/Disability
 Small Business
 Government
 NOT Minority/Disadvantaged
 Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

RFP The procurement process was completed in accordance with the approved RFP document and associated regulations.
 Competitive Negotiation The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Alternative Competitive Method The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
 Non-Competitive Negotiation The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.
 Other The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with all interested parties or all parties in a predetermined "class."

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

OCR USE - FA

FA1236158

Speed Code	Account Code 70803000
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
LHM ELECTRICAL INSPECTORS, P.C.**

This Contract, by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and LHM Electrical Inspections, P.C., hereinafter referred to as the "Contractor," is for the provision of inspection of electrical installations in accordance with all applicable statutes (including Tenn. Code Ann. § 68-102-143), rules, and instructions of the Commissioner of the Department of Commerce and Insurance or her agents, as further defined in the "SCOPE OF SERVICES."

The Contractor is a professional corporation.

Contractor Federal Employer Identification, Social Security, or Edison Registration ID # 20-0398041
Contractor Place of Incorporation or Organization: Tennessee

The Commissioner of Commerce and Insurance desires to appoint Payton Shane Smith, acting through his or her professional corporation pursuant to Tenn. Code Ann. § 48-101-601, as a Deputy Electrical Inspector to perform services, through his or her professional corporation, pursuant to authority vested in her by Tenn. Code Ann. § 68-102-143. Therefore, in consideration of the mutual promises herein contained the parties have agreed and do hereby enter into the contract according to the provisions set out herein.

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2.a. The Deputy Electrical Inspector, acting through his or her professional corporation pursuant to Tenn. Code Ann. § 48-101-601, such corporation being the Contractor, agrees to accept the above appointment and to perform the following services:
 - A.2.b. The Deputy Electrical Inspector, acting through his or her professional corporation pursuant to Tenn. Code Ann. § 48-101-601, such corporation being the Contractor, shall conduct inspections of electrical installations in accordance with all applicable statutes (including but not limited to Tenn. Code Ann. § 68-102-143), rules and regulations of the State of Tennessee, and instructions of the Commissioner of Commerce and Insurance, or her agents.
 - A.2.c. In conformity with Tenn. Code Ann. § 68-102-143, the Deputy Electrical Inspector, acting through his or her professional corporation pursuant to Tenn. Code Ann. § 48-101-601, such corporation being the Contractor, shall conduct inspections within three (3) working days of when the request is made to the inspector.
 - A.2.d. The Deputy Electrical Inspector, acting through his or her professional corporation pursuant to Tenn. Code Ann. § 48-101-601, such corporation being the Contractor, shall possess and maintain service for a properly functioning cellular phone with the capability for texting, emailing, or other similar technology approved by the Department which allows for the receiving of automated calls.
- A.3. The Deputy Electrical Inspector, acting through his or her professional corporation pursuant to Tenn. Code Ann. § 48-101-601, such corporation being the Contractor, shall take whatever action is necessary to maintain, as current, the two required electrical certifications through the International Association of Electrical Inspectors, the International Code Council, or any such accrediting organization as the Commissioner of the Department of Commerce and Insurance shall designate.
- A.4. Monies for electrical permits shall not be collected by the Deputy Electrical Inspector, acting through his or her professional corporation pursuant to Tenn. Code Ann. § 48-101-601, such



corporation being the Contractor, but by independent issue agents under separate agreements with the State.

- A.5. The Deputy Electrical Inspector, acting through his or her professional corporation pursuant to Tenn. Code Ann. § 48-101-601, such corporation being the Contractor, shall not conduct inspections on any installations made by the Deputy Electrical Inspector or any of his or her immediate family. If the Deputy Electrical Inspector, acting through his or her professional corporation pursuant to Tenn. Code Ann. § 48-101-601, such corporation being the Contractor, conducts any inspections on installations made by the Deputy Electrical Inspector or a member of the Deputy Electrical Inspector's immediate family, the same shall be cause for the State of Tennessee to immediately terminate this Contract upon written notification to the Deputy Electrical Inspector, acting through his or her professional corporation pursuant to Tenn. Code Ann. § 48-101-601, such corporation being the Contractor. The Deputy Electrical Inspector, acting through his or her professional corporation pursuant to Tenn. Code Ann. § 48-101-601, such corporation being the Contractor, shall sign a "Disclosure of Interests" agreement with the State. (See Attachment A)
- A.6. The Deputy Electrical Inspector, acting through his or her professional corporation pursuant to Tenn. Code Ann. § 48-101-601, such corporation being the Contractor, shall submit to the Department of Commerce and Insurance, every two weeks, reports of inspections performed and/or documentation directly related to such inspections and other reports as may be required. All inspections performed must be submitted within thirty (30) days from the day of inspection.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning July 1, 2011, and ending on June 30, 2016. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed three hundred thirty-seven thousand dollars (\$337,000.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.:
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.



- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon payment rates equal to the fee amounts detailed in *Tennessee Code Annotated*, § 68-102-143 (as may be amended from time to time) reduced by fifteen percent (15%) retained by the State and held as expendable receipts for the maintenance and administration of the Electrical Inspection Program.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment Requirements. The completion of all of the following shall constitute an invoice by the Contractor and result in remuneration by the State:
- a. the Deputy Electrical Inspector, acting through his or her professional corporation pursuant to *Tennessee Code Annotated*, § 48-101-601, such corporation being the Contractor has completed, signed, and submitted to the state a "Substitute W-9 Form" (the taxpayer identification number contained in the substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor);
 - b. the independent issue agent has submitted the amount collected for and a copy of a permit sold;
 - c. the Deputy Electrical Inspector, acting through his or her professional corporation pursuant to *Tennessee Code Annotated*, § 48-101-601, such corporation being the Contractor has performed the inspections corresponding to a permit sold (and referenced in section C.5.a above) and has completed and submitted to the State all required reports;
 - d. the State has entered data relevant to the foregoing into its Electrical Inspection Permit System; and
 - e. the State's Electrical Inspection Permit System has calculated the appropriate payment amount and the amount to be retained by the state from the total remitted to the State permit sold.
- C.6. Payment by the State. Payment by the State shall not prejudice the State's right to object to or question any matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts owed the Contractor.
- C.7. Reductions. Payment to the Contractor shall be subject to reduction for amounts included in any payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).



- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The



Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment B, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*



- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:



- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Joseph Underwood, Assistant General Counsel
Department of Commerce and Insurance
500 James Robertson Parkway
Davy Crockett Tower, 5th Floor
Nashville, Tennessee 37243
Joseph.Underwood@tn.gov
Telephone # (615) 741-3899
FAX # (615) 532-7645

The Contractor:

Payton Shane Smith
LHM Electrical Inspector, P.C.
216 Centerview Drive
Suite 155
Brentwood, Tennessee 37027
Email Address: n/a
Telephone # (615) 405-8552
FAX # n/a

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.



E.5. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

E.6. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

E.7. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.

E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.



E.9. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.10. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

E.11. Electrical Checklist. The Contractor shall complete an Electrical Checklist (Attachment C) for every inspection performed. These records shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives.

IN WITNESS WHEREOF,

LHM ELECTRICAL INSPECTORS, P.C.:

Payton Shame Smith
CONTRACTOR SIGNATURE

6-29-2011
DATE



Payton Shane Smith PRESIDENT
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

Julie Mix McPeak / [Signature] 6/30/11
JULIE MIX MCPEAK, COMMISSIONER DATE



Attachment A

Disclosure of Interests

I hereby submit the following information as being complete and accurate, to the best of my knowledge:

- A. Do you have any relatives who engage in electrical work in any area where you would be doing the electrical inspections?

NO: YES: _____ (If yes, explain in detail below)

- B. Do you perform electrical work that is required to be inspected under Tennessee State Statutes?

NO: _____ YES: (If yes, explain in detail below)

I WIRE POOLS AND HAVE INSPECTION DONE.

Subject: Disclosure of Interests

- C. Do you own, or have any interest in any company, firm, or business of any sort, that performs any electrical work that is required to be inspected under Tennessee State Statutes?

NO: _____ YES: (If yes, explain in detail below)

I HAVE ELECT CO. & DO ELECT WORK AND HAVE INSPECTION DONE BY OTHER INSPECTORS.

- D. Additional Comments:

I HAVE OTHER INSPECTORS LOOK AT MY WORK.

- E. Are additional sheets attached? NO YES

I hereby certify that the above information is complete and accurate to the best of my knowledge. I will notify the Assistant Commissioner for Fire Prevention, in writing, if any of the above information changes.

Signature: ^{Payton} Shane Smith, Deputy Electrical Inspector ID Number 6039

Date: 6-29-2011



ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	LHM Electrical Inspectors P.C.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	200398041

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

Payton Shane Smith

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PAYTON SHANE SMITH

PRINTED NAME AND TITLE OF SIGNATORY

6-29-2011

DATE OF ATTESTATION



Attachment C

Electrical Checklist

Check all that apply and attach to your copy of inspection form. Please retain for your records.

- 1. Check for proper size of service conductors and conduit.
- 2. Check for approved proper type conductors.
- 3. Check for properly identified grounded conductor.
- 4. Ensure grounding conductor and electrode is present.
- 5. Check service clearance over roof (flat and 4/12 pitch).
- 6. Check height of meter base from grade.
- 7. Check for properly mounted equipment, cables and conduit.
- 8. Check for shorts and open circuits when possible.
- 9. Check for locknuts, bushings and connectors.
- 10. Check for proper over current protection.
- 11. Visually spot check for tightness.
- 12. Check height of main switch and proper clearance adjacent to enclosure.
- 13. Ensure that panel directory is complete.
- 14. Ensure service panel is listed for use and proper breakers are installed per panel information.
- 15. Check for box fill.
- 16. Check for spacing of receptacles in rooms.
- 17. Ensure that all enclosures and devices are properly grounded.
- 18. Visually spot check devices for proper installation and polarity.
- 19. Ensure that fixtures are listed and installed in accordance with the manufacturer's installation instructions.
- 20. Check electric water heater installation including relief valve.
- 21. Check all wire for proper protection from mechanical injury.
- 22. Check for smoke detectors as required.
- 23. Check grounding to metallic water systems.
- 24. Perform other visual and/or mechanical checks as deemed necessary.