



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

State of West Virginia
Contract

Order Date: 03-13-2024

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

Order Number:	CCT 0211 4022 GSD230000007 3	Procurement Folder:	1041207
Document Name:	Building 22 Interior Renovations Design Project	Reason for Modification:	Change Order 1 To Renew & Increase Contract
Document Description:	Building 22 Interior Renovations		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Melissa Pettrey		
Telephone:	(304) 558-0094		
Email:	melissa.k.pettrey@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2023-03-10
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-03-09

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code:	000000206169			Requestor Name:	Timothy M Lee
PICKERING ASSOCIATES INC 11283 EMERSON AVE				Requestor Phone:	304-352-5492
PARKERSBURG WV 26104 US				Requestor Email:	timothy.m.lee@wv.gov
Vendor Contact Phone:	304-464-5305	Extension:	1111	<div style="font-size: 48px; font-weight: bold;">24</div> <div style="font-weight: bold;">FILE LOCATION</div>	
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0		
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV 25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 22 - TAX AND REVENUE 1001 LEE ST CHARLESTON WV 25301 US

3-22-24 61

Total Order Amount:	\$359,786.20
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Purchasing Division's File Copy

MXP 03/22/2024

PURCHASING DIVISION AUTHORIZATION DATE: <i>March 22 2024</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John S. Gray</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>3-27-24</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Change Order 1

Change Order No. 1 is issued to renew the original contract according to all terms, conditions, and specifications contained in the original contract and all authorized change orders, except that the contract (unit prices, hourly rates, annual fee, etc.) is increased as defined in the attached documentation.

Effective date of renewal March 10, 2024, through March 9, 2025.
Renewal Years Remaining: 2

Original Contract: \$327,320.00
Change Order 1 (Increase): \$32,466.20
New Contract Total: \$359,786.20

No other changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81100000	0.00000		0.000000	\$327,320.00
Service From	Service To	Manufacturer	Model No		
2023-03-10	2025-03-09				

Commodity Line Description: Building 22 Interior Renovations Design Project

Extended Description:

Building 22 Interior Renovations Design Project

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81100000	0.00000		0.000000	\$32,466.20
Service From	Service To	Manufacturer	Model No		
2023-03-10	2025-03-09				

Commodity Line Description: Change Order 1

Extended Description:

Building 22 Interior Renovations Design Project



318 Lee Street W, Suite 200 • Charleston, WV 25302
p. 304.345.1811 • t. 800.954.5305 • f. 304.345.1813
www.pickeringusa.com

Architects • Engineers • Surveyors

2.7.24

Timothy M. Lee
General Services Division
112 California Ave.
Charleston, WV 25305

West Virginia General Services Division approves
this Change Order Request.

Re: CCT 0211 4022 GSD2300000007 1
Building 22 Interiors Renovations Project

Pickering Associates would like to request a change to our above referenced contract. The project has been designed but has not been built yet, so we would like to request a one-year time extension to the contract. Also, after submission of 60% complete drawings there have been several changes. General Services requested that a backup CRAC unit be designed for the second floor Clean Room and Computer Room. During contract negotiation GSD asked that Pickering only include the Elevator Assessment Report and associated costs in the contract. Their thought was after the report was reviewed by GSD, they would decide how many of the recommendations would be incorporated into the project. After the Elevator Evaluation Report was reviewed by GSD, they decided to include all report recommendations in this project. So, Pickering needs to add the elevator consultant fee for design documents and construction administration. Also, Pickering hired an asbestos inspector to core cut and test the existing roof as well as a roofer to patch the core cuts.

Additional costs for design work for the new CRAC unit included the following and using the Billing Rates for 2024 per the original contract – see attached copy of Billing Rates:

Professional Mechanical Engineer – 24 hours at \$154 =	\$ 3,696.00
Engineer Level 1 – 8 hours at \$131 =	\$1,048.00
Professional Electrical Engineer – 4 hours at \$154 =	\$ 616.00
Architect – 5 hours at \$154 =	\$ 770.00
Total	\$ 6,130.00

Elevator Modernization – see attached scope change:
Add Design Documents and Construction Administration - \$ 22,512.00

Roof testing for asbestos – see attached invoices:	
Harris Brothers Roofing -	\$ 800.00
<u>Astar Abatement -</u>	<u>\$ 630.00</u>
Total	\$ 1,430.00

Total amount of change:

Roof -	\$1,430.00
Elevator -	\$ 22,512.00
10\$ mark up -	\$ 2,394.20
Consultant Total	\$ 26,336.20
<u>Additional Design</u>	<u>\$ 6,130.00</u>
Grand Total (Add)	\$ 32,466.20

Original Contract amount \$ 327,320.00.

New Contract amount \$ 359,786.20

If you have any questions, please call.

Thank you,

 AIA, NCARB

Sean G. Simon, AIA, NCARB
Senior Architect/Director of Construction Administration



**SOW B-22 INTERIORS PROJECT
2022-2025 BILLING RATE SHEET**

Staff Type	Billing Rates 2022	Billing Rates 2023	Billing Rates 2024	Billing Rates 2025
Drafter	63.00	66.00	69.00	72.00
Senior Drafter	72.00	76.00	80.00	84.00
Designer	97.00	102.00	107.00	112.00
Senior Designer	128.00	134.00	141.00	148.00
Piping Designer	107.00	112.00	118.00	124.00
Senior Piping Designer	121.00	127.00	133.00	140.00
Controls Specialist In Training	114.00	120.00	126.00	132.00
Control Specialist	125.00	131.00	138.00	145.00
Senior Controls Specialist	156.00	164.00	172.00	181.00
Control Specialist - Call Out Rate	178.00	187.00	196.00	206.00
Senior Controls Specialist - Call Out Rate	223.00	234.00	246.00	258.00
Environmental Specialist	91.00	96.00	101.00	106.00
Engineer Intern (EI)	106.00	111.00	117.00	123.00
Engineer Level 1	119.00	125.00	131.00	138.00
Engineer Level 2	128.00	134.00	141.00	148.00
Professional Engineer	140.00	147.00	154.00	162.00
Process Engineer	140.00	147.00	154.00	162.00
Senior Engineer	165.00	173.00	182.00	191.00
Principal in Charge	184.00	193.00	203.00	213.00
Forensic Professional	212.00	223.00	234.00	246.00
Professional Landscape Architect	128.00	134.00	141.00	148.00
Architectural Associate	106.00	111.00	117.00	123.00
Architect	140.00	147.00	154.00	162.00
Senior Architect	184.00	193.00	203.00	213.00
BIM Coordinator	106.00	111.00	117.00	123.00
BIM Manager	140.00	147.00	154.00	162.00
Interior Designer	80.00	84.00	88.00	92.00
Project Manager	140.00	147.00	154.00	162.00
Senior Project Manager	184.00	193.00	203.00	213.00
Construction Administrator	128.00	134.00	141.00	148.00
Senior Construction Administrator	140.00	147.00	154.00	162.00
Project Administrator	89.00	93.00	98.00	103.00
Project Scheduler	119.00	125.00	131.00	138.00
Safety Specialist	140.00	147.00	154.00	162.00
Administrative	51.00	54.00	57.00	60.00
Field Tech	51.00	54.00	57.00	60.00
Lead Surveyor (Crew Chief)	107.00	112.00	118.00	124.00
Survey Designer	100.00	105.00	110.00	116.00
Professional Surveyor (Office)	135.00	142.00	149.00	156.00
Senior Professional Surveyor (Office)	161.00	169.00	177.00	186.00

Additional Information:

- (1) Incidental and Mileage Reimbursement at cost.
- (2) Materials & Sub-Consultants charged at cost with applicable taxes plus 10%.
- (3) When services require special facilities, the extra expenses will be billed to the customer with all associated utilities.
- (4) Rates effective until 12-31-2025.
- (5) All time worked over 40 hours per week or on Saturday will be charged at 1-1/2 times the rate above. Hours worked on Sunday and holidays will be billed at two (2) times the bill rates above. This excludes call-out time. The call-out rate above will not be marked-up for overtime, but instead Callouts will be charged at a minimum of 4 hours per occurrence.



Architects • Engineers • Surveyors

11283 Emerson Avenue • Parkersburg, WV 26104
p. 304.464.5305 • t. 800.954.5305 • f. 304.464.4428
www.pickeringusa.com

Scope Change Notification

Addendum to the Standard Consultant Agreement

Vendor: Lerch Bates Date: November 7, 2023

PA Project No.: 2226056-SOWV-Interior Renov

PA Contact: Mark Welch, Director of Municipal and Commercial Design Phone: 304-464-5305 x1301

Purchase Order No.: 2226056-00 Revision: 1

Consultant Contact: Spencer Williams, Regional Manager Phone: 614-648-8961

SCOPE CHANGE SUMMARY

Addition of basic vertical transportation consulting services to previous purchase order created on 4/21/2023.

REVISED PROJECT BUDGET


Original Project Budget	\$ 6,640.00
Current Scope Change	\$ 22,512.00
Revised Project Budget	\$ 29,152.00

Offered/Approved by:

Accepted by:

 11/16/23

 (Signature) (Date)

 01/08/2024

 (Signature) (Date)

Mark Welch, PE
Director of Municipal and Commercial Design
Pickering Associates, Inc.

Spencer Williams
Consultant and Regional Manager
Lerch Bates

BUILDING 22- STATE TAX BUILDING
CHARLESTON, WEST VIRGINIA

MODERNIZATION CONSULTING SERVICES PROPOSAL

NOVEMBER 7, 2023

PREPARED FOR:

Sean Simon
Construction Services Manager
ssimon@pickeringusa.com
304.345.1811

Pickering Associates
318 Lee St. W
Suite 200
Charleston, WV 25302

PREPARED BY:

Spencer Williams
Consultant
Spencer.williams@lerchbates.com
614.648.8961

LB Project № 0100041692-002

I. BASIC VERTICAL TRANSPORTATION CONSULTING SERVICES

Lerch Bates Inc. (Lerch Bates) agrees to provide Pickering Associates (Client) with the following consulting services: 3 overhead traction Elevators including two (2) passenger elevators and one (1) service elevator located at 101 Lee St., Charleston, WV:

- A. Survey and Report – Follow up
 - 1. Virtually meet with the Client to discuss the report recommendations.
- B. Construction Documents
 - 1. Prepare a detailed, performance-based equipment specification for the appropriate Division 14 section(s) in the Lerch Bates standard PDF electronic files. Specification will include:
 - a. Specific performance criteria relating to quality of equipment, performance times, ride quality, noise and vibration.
 - b. Established level of quality.
 - c. Compliance with accessibility standards.
 - d. Compliance with prevailing Codes directly related to the equipment application selected.
 - 2. Configure Construction Documents to encourage competitive bidding.
 - 3. Bidding Assistance, if requested:
 - a. Evaluate bids received from pre-qualified Elevator Contractors.
 - b. Review any exceptions and/or clarifications with the Elevator Contractors.
 - c. Provide a spreadsheet comparing bids.
 - d. Submit written recommendations.
 - e. Virtually attend or conduct one (1) bid review meeting(s).
- C. Construction Administration
 - 1. Review the Elevator Contractor's submittal for compliance with Construction Documents and Design Information provided by Lerch Bates. Review comments will be incorporated on one original and two copies. Reviews will be limited to the initial submittal and one (1) revision.
 - 2. Conduct one (1) general progress review during modernization to determine that work is proceeding in accordance with the Construction Documents and Design Information provided by Lerch Bates. Submit written report. Report will include:
 - a. Field observations.
 - b. Items not in conformance.
 - c. Percentage of equipment delivered, stored, or installed.
 - d. Percentage of overall completion.
 - e. Equipment not on the jobsite which could affect the completion schedule.
 - 3. Respond to Requests for Information (RFIs).
 - 4. Assist with resolution of modernization problems.

5. Conduct one (1) final installation review for equipment and performance compliance in accordance with the Construction Documents and Design Information provided by Lerch Bates and the approved submittals. Submit written report. Report will include:
 - a. Measured performance data.
 - b. Itemized deficiencies.
6. Conduct one (1) follow-up review to verify compliance with the final installation review deficiency report. The modernization should then be complete and the equipment operating in accordance with specified performance criteria.

II. **FEES AND EXPENSES**

- A. Fee for Basic Services will be \$22,512.
- B. The fee schedule for the work is listed below:

<u>Phase</u>	<u>Fee</u>
Survey and Report Follow Up	Included
Construction Documents Phase	\$9,260
Construction Administration Phase	\$13,252
Shop Drawing Review	Included
Progress Review	Included
Final Review	Included
Follow-Up Review	Included

- C. Reimbursable Expenses
 1. Travel expense, lodging, meals, parking, all mileage charged at standard per mile rates, document reproduction, photographic reproduction, all mailing costs, special document handling, any applicable local service/sales tax, and other authorized expenses are not included in the Agreement fee and will be billed at cost.

Estimated expenses \$1,200 and not to exceed \$1,800.

III. **TERMS AND CONDITIONS**

- A. Parties to this Agreement: Lerch Bates Inc. (hereinafter "LB" or "Lerch Bates") shall proceed based upon the terms and conditions of this Proposal ("the Terms" or "Agreement"), including the Basic Services, Compensation, Reimbursable Expenses, and Terms and Conditions herein, to provide such services to Client ("Client") for Client's proposed scope of work ("Project"). Client shall notify Lerch Bates immediately in writing with any changes to the scope of services or other requested changes prior to commencement of services covered by this Agreement.
- B. Standard of Care: Lerch Bates shall perform its services as expeditiously as is consistent with professional care and diligence. Services provided by Lerch Bates in connection with the Project shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing at the same time and under similar circumstances.

- C. Documents: All documents furnished by Lerch Bates are Instruments of Service and shall remain the sole property of Lerch Bates. Lerch Bates shall retain all common law, statutory and other reserved rights, including the copyright thereto. LB's Instruments of Service are to be used only for this Project and are not to be modified, distributed, or used for any other project, in whole or in part, except with the written authorization of Lerch Bates. Lerch Bates accepts no liability for any unauthorized use or modification of these documents. Upon execution of this Agreement, Lerch Bates grants a worldwide, perpetual, royalty-free, non-exclusive license to use the Instruments of Service for any and all purposes relating to the construction, maintenance, renovation, or other attendant work of the equipment that is the subject of this Agreement.
- D. Cost Estimates: Opinions of probable cost, if any, shall be based on training and experience. Lerch Bates does not control contractors' costs of labor or materials or other conditions affecting market pricing, and accordingly Lerch Bates does not warrant its estimates, or guarantee that contractors' actual or quoted costs will not vary from LB's opinions of probable costs.
- E. Submittal Review: Lerch Bates review of shop drawings and other submittals shall be for conformance with the general intent of the Lerch Bates documents, and action taken, or comments made by Lerch Bates shall not create or transfer responsibility for the content of such submittals. Responsibility for submittals shall remain with the contractor or the party preparing said submittals.
- F. Review of Pay Applications: Review by Lerch Bates of the contractor's applications for payment, if any, shall constitute Lerch Bates' opinion based on its review of the work in progress, but shall neither be a warranty nor a representation that the contractor has appropriately applied payments for any purpose of the contractor's work.
- G. Construction Observation:
 - 1. Lerch Bates shall visit the site at intervals appropriate to the state of construction, or as otherwise agreed to in writing by Client and Lerch Bates, in order to observe the progress and quality of the work completed by Project's contractor. Such visits and observations shall not be an exhaustive check or a detailed inspection of any contractor's work but are to allow Lerch Bates to become familiar with the work in progress and to determine, in general, if the applicable Project work is proceeding in accordance with the contract documents. Based on this general observation, Lerch Bates shall keep Client informed about the progress of the work and shall advise Client about observed deficiencies in the work.
 - 2. If Client desires more extensive project observation or full-time project representation, Client shall request that such services be provided by Lerch Bates as Additional Services in accordance with the terms of this Agreement.
 - 3. Lerch Bates shall not supervise, direct, or have control over contractors' work and shall not have any responsibility for construction means, methods, techniques, sequences, or procedures selected by any contractor, nor for any contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the applicable contractor in accordance with the contract documents.
- H. Services Excluded: Lerch Bates offers a scope of services that is required for a successful project outcome. Such services are not offered on a phased or a-la-carte basis. In the event Client does not

authorize all services offered, Client assumes responsibility for interpretation of the Lerch Bates deliverables.

- I. Force Majeure/Matters Outside Parties' Control: Client acknowledges that Lerch Bates, by undertaking this engagement, assumes no obligation nor responsibility to Client or its employees, guests, customers, suppliers, or vendors, nor any other person whatsoever, for prevention or mitigation of property damage, personal or bodily injury, loss detention, or delay caused by accidents, strikes, lockouts, civil or governmental unrest, epidemics or pandemics, natural disasters, and any other cause including those resulting from force majeure.
- J. Consequential Damages: Notwithstanding any other part of this Agreement and to the fullest extent permitted by law, neither Client nor Lerch Bates, their respective employees, agents, or subconsultants, shall be liable to the other Party for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred, whether caused by negligence, breach of contract, express or implied warranty, or any other theory.
- K. Use of Equipment: Except for Lerch Bates' negligence or willful misconduct, Lerch Bates shall have no responsibility for property damage or personal or bodily injury occurring while in, on, or about the equipment which is the subject of this agreement, or for the consequences of such damage or injury.
- L. Code Opinions: Client acknowledges that Lerch Bates' recommendations, interpretations, opinions, and conclusions regarding requirements of applicable codes, ordinances, laws, and regulations shall be based on current versions of said authorities in existence at the time of site review and may not reflect versions existing before or after the date of review.
- M. Maintenance: Client acknowledges that preventive and ongoing maintenance is required on all mechanical and electrical systems to assure safe, proper, and consistent operation of the equipment, and that said preventive or other maintenance is and shall remain solely as Client's responsibility.
- N. Client Information: Client is responsible for providing, at its expense, to Lerch Bates such information as may be necessary to facilitate Lerch Bates' services herein; Lerch Bates shall be entitled to rely on all Client-supplied information being current, complete, and accurate regardless of the original source.
- O. Corporate Protection: Lerch Bates' services in connection with the Project shall not subject individual employees, officers, or directors to any personal liability for risks associated with this Project. Notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim demand or suit shall be directed and/or asserted only against Lerch Bates Inc., a Colorado corporation, and not against any of Lerch Bates' individual employees, officers, or directors.
- P. Limitation of Liability and Indemnity:
 - 1. Client agrees to limit the liability of Lerch Bates and its employees to Client for any and all claims, losses, costs, and damages of any nature whatsoever arising from Lerch Bates work on the Project, including but not limited to additional services not referred to in this Agreement

or other contract, so that the total aggregate liability of Lerch Bates and its employees to Client shall not exceed Lerch Bates total fees for work on the Project or \$100,000, whichever is greater. It is intended that this limitation shall apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. The parties agree that this Limitation of Liability bears a reasonable and proportional relationship to Lerch Bates's fees for the Project.

2. Lerch Bates shall not be liable for Client's employees or agents who accompany Lerch Bates while in or on Client's property. Client agrees to indemnify and hold harmless Lerch Bates, its employees, officers, directors, subsidiaries, and consultants from and against any and all claims, demands, losses, damages, costs, or expenses, including attorneys' fees, which result or arise from, or relate to Client, or an agent or employee acting on behalf of Client, accompanying Lerch Bates' employees or consultants at any time during Lerch Bates' onsite activities.
 3. Client agrees to indemnify and hold harmless Lerch Bates, its employees, and its consultants from and against any and all claims, demands, losses, damages, costs, or expenses, including attorneys' fees, which are asserted by any other party, firm, or individual and which are alleged to result from or be related to this Agreement or the services hereunder, and which exceed the sum of \$100,000, or Lerch Bates fee for the services, whichever is greater.
 4. Insurance: Lerch Bates shall provide Insurance Certificates to the Client upon request following execution of this Agreement. In the event of insurance cancellation or material alteration, Lerch Bates shall provide thirty (30) days' written notice to Client. Client shall add Lerch Bates Inc. as an Additional Insured on Client's General Liability and Umbrella policies and shall provide Lerch Bates with an insurance certificate that includes such coverage.
- Q. Invoice Payment, Interest on Unpaid Amount and Disputed Invoices: Lerch Bates shall submit progress invoices which are due upon receipt and considered past due if not paid within thirty (30) days of invoice date. If payment in full is not received by Lerch Bates within sixty (60) calendar days of invoice date, invoices will bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the unpaid amount per month, which will be calculated from the invoice date. Furthermore, if the Client has not objected to the invoice, as provided for below, and the invoice is more the sixty (60) days outstanding, Lerch Bates may proceed immediately to collection of the invoice without mediation as a condition precedent. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
1. Lerch Bates shall be compensated to the extent that Lerch Bates' services are requested, directed, and provided regardless of project schedule or Client's billing arrangement with Owner.
 2. If the Client objects to any portion of an invoice, the Client shall so notify Lerch Bates in writing within fifteen (15) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.
 3. Any dispute over invoiced amounts due which the Client has objected to and cannot be resolved within twenty-five (25) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved in accordance with the following Disputed Invoice Resolution process:
 - a. A demand for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.

- b. The other party shall deliver a written response to the party demanding mediation within seven (7) calendar days of receipt of the demand for mediation indicating that the other party agrees to mediate.
 - c. Should the other party fail to provide a written response to the demand for mediation within the seven (7) day period, the requirement of mediation as a condition precedent under Terms and Conditions paragraph A.14 shall be deemed waived, and Lerch Bates may proceed directly with the filing of a civil complaint in a court of competent jurisdiction.
- R. **Additional Services:** Lerch Bates' services exceeding the scope of the basic services shall be considered additional services and hourly rates shall be provided upon request. Lerch Bates' services exceeding the scope of the basic services shall be considered additional services and will be provided based upon a mutually agreeable fee and terms.
- S. **Collection Costs:** Should litigation or arbitration be necessary to collect any portion of amounts due Lerch Bates for work on the Project, Lerch Bates shall also be entitled to all costs of collection, including reasonable attorneys' and expert fees and costs.
- T. **Mediation:**
 - 1. Client and Lerch Bates agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation as a pre-condition to litigation or arbitration.
 - 2. Client and Lerch Bates further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers, and fabricators.
- U. **Termination of Services:** Lerch Bates reserves the right, in its sole reasonable discretion, to terminate this Agreement upon thirty (30) days' notice for any reason. Lerch Bates may, at its option, suspend work in the event payments are not received and shall have no liability for any delay caused thereby.
- V. **Extent of Agreement:** This Agreement, when executed by authorized representatives of both Lerch Bates and Client, constitutes all understandings and agreements between the parties hereto and all prior representations or agreements, oral or written, not expressly incorporated herein, are superseded.
- W. This Agreement shall be governed by the state laws of Colorado and Douglas County and all actions pertaining to or arising out of this Agreement shall be filed in said jurisdiction.
- X. If applicable, Lerch Bates and Client shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color,

religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Y. This proposal expires sixty (60) days from the submission date.

FOR: PICKERING ASSOCIATES

FOR: LERCH BATES INC.

ACCEPTED

ACCEPTED

BY: _____

BY: _____

Spencer Williams

TITLE: _____

TITLE: Regional Manager

DATE: _____

DATE: _____

With an accepted contract we request that you complete the following information and return:

Project Name:	.....
Internal Project #:	.....
P.O. No.:	.....
Bill to Person or Project Manager:	.....
Phone	.....
Email	.....
Billing Address:	.....

Project Billing Schedule?	If a project billing schedule exists, please provide
Accounts Payable Contact:	.....
Phone:	.....
Email Address:	.....

Insurance Certificate:	Blanket COI attached on next page (If specific COI is required then please send requirements or Addt'l insured)
Lien Waivers Required:	.....
Expenses Billable:	.....
Other Instructions:	.....



October 19, 2023

Sean Simon, AIA, NCARB
Branch Manager
Pickering Associates
11283 Emerson Avenue
Parkersburg, WV 26104

Re: Limited Asbestos Building Inspection (Roofing Only): WV State Tax Building 22, 1001 Lee Street, Charleston, WV

Dear Mr. Simon:

Astar Abatement, Inc. (Astar) is pleased to submit a proposal to perform a limited asbestos building inspection of selected roofing materials on the above referenced location as follows:

SCOPE OF WORK

Astar will perform a "limited asbestos building inspection on selected roofing areas the above referenced building in accordance with established rules and regulations as governed by EPA and the WV Bureau for Public Health. The inspection will encompass sampling suspect asbestos containing roofing field and any applicable flashing and or patching.

**Inspection Cost.....\$ 630.00
(Six Hundred Thirty Dollars and No Cents)**

- Inspection cost includes travel/site inspection/ equipment/ materials/ bulk sampling/laboratory analysis expense/ and final summary including appropriate recommendations.
- Roof patching to be performed by others.

Thank you for the opportunity to quote this project. Should you have any questions please do not hesitate to call me.

Sincerely,
Astar Abatement, Inc.

Donald P. Morris

Donald P. Morris
Vice President/Environmental Consulting

COMPLIANCE VERIFICATION CHECKLIST FOR REQUISITION SUBMISSION

<i>Purchasing Division Use:</i> Buyer: <u>#05 MKP</u> Date: <u>03/20/2024</u> Solicitation No. _____ C/P #1	Agency: West Virginia General Services Division <hr/> Procurement Officer Submitting Requisition: Cody Taylor <hr/> Requisition No. CCT GSD2300000007 <hr/> PF No.: 1041207
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This checklist **MUST** be completed by a state agency's designated procurement officer and submitted with the Purchase Requisition to the Purchasing Division. The purpose of the checklist is to verify that an agency procurement officer has obtained and included required documentation necessary for the Purchasing Division to process the requisition without future processing disruptions. At the agency's preference, the agency **MUST** either submit the checklist by attaching it to the requisition's Header **OR** by placing it in the requisition's Procurement Folder.

FOR ALL SOLICITATION TYPES:

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
1	Specifications and Pricing Page included	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Use of correct specification template	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Use of correct requisition type [CRQS → CCT or CPO] or [CRQM → CMA]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Use of most current terms and conditions (www.state.wv.us/admin/purchase/TCP.pdf)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Maximum budgeted amount in wvOASIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Suggested vendors in wvOASIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Capitol Building Commission pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Financing (Governor's Office) pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Fleet Management Division pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
10	Insurance requirements				
	Commercial General Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Automobile Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Workers' Compensation/Employer's Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Cyber Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Builder's Risk/Installation Floater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Professional Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Office of Technology CIO pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Treasurer's Office (banking) pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FOR CHANGE ORDERS/RENEWALS:

1	Two-party agreement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Standard change order language	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Office of Technology CIO approval	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Justification for price increases/backdating/other	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Bond Rider (Construction)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Secretary of State Verification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	State debarment verification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8	Federal debarment verification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Handwritten notes:
 } mwp
 } step 2024

**The items pre-checked are required before a Purchase Requisition may be submitted to the Purchasing Division. Failure to complete and verify this documentation may result in rejection of the requisition back to the agency. It is up to the agency procurement officer to determine if pre-approvals, insurance, or other documentation is needed for the purchase. The referenced information below may be used to make this determination.*

For Purchasing Division Use Only:

I have reviewed the requisition identified above and find that it is sufficient to advertise publicly to the vendor community. My review does not preclude the possibility that the vendor community, or some other entity, will identify an area of concern; however, should such issues or concerns arise, they will be reviewed and addressed as may be appropriate.

Signature: *Melissa K Pottray, Senior Buyer*



Approved
Cordell w/ Pao
TJL

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
State Capitol
Charleston, West Virginia 25305

Mark D. Scott
Cabinet Secretary

John K. McHugh
Director

MEMORANDUM

To: Melissa Pettrey, Senior Buyer, State Purchasing Division

From: Cody Taylor, Procurement Specialist, General Services Division *Cody Taylor*

Date: February 6, 2024

Ref: GSD1041207, Change Order #1 Justification

Melissa:

Please accept this memorandum as explanation and justification for our request for Change Order No.1 to contract (CCT 0211 GSD2300000007) with Pickering Associates, Inc. for Building 22 Interior Renovations Design Project. Change Order No. 1 is issued to renew and increase the original contract according to all terms, conditions, and specifications contained in the original contract and all authorized change orders, except that the contract (unit prices, hourly rates, annual fee, etc.) is increased as defined in the attached documentation.

The Agency is requesting a net increase of \$32,466.20 (10%) to address several changes/additions in design as requested by the Agency. The Agency requested a CRAC unit be designed for the second floor Cleaning Room and Computer Room, design of new elevator equipment as geared units are "out of production" by the original equipment manufacturer and parts have become scarce, and an Asbestos Inspection was also performed.

Effective date of renewal March 10, 2024, through March 9, 2025.

Renewal Years remaining: 2

Original Contract Amount: \$327,320.00

Change Order #1 Increase: \$32,466.20

New Contract Amount: \$359,786.20

No other changes to this contract.

If you need additional information, please feel free to contact me via email at cody.g.taylor@wv.gov or telephone at (304) 352-5531. Thank you!

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Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure accuracy of information. However, we make no representation or warranty as to the correctness, completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

PICKERING ASSOCIATES, INC.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C | Corporation	12/15/1987		12/15/1987	Domestic	Profit			

Organization Information			
Business Purpose	5413 - Professional, Scientific and Technical Services - Professional, Scientific and Technical Services - Architectural, Engineering and Related Services (landscape architects, drafting, geophysical mapping, testing labs)		Capital Stock 500.0000
Charter County	Wood	Control Number	0
Charter State	WV	Excess Acres	0
At Will Term		Member Managed	
At Will Term Years		Par Value	0.050000
Authorized Shares	10000	Young Entrepreneur	Not Specified



Addresses

Type	Address
Local Office Address	11283 EMERSON AVENUE PARKERSBURG, WV, 26104
Mailing Address	11283 EMERSON AVENUE PARKERSBURG, WV, 26104 USA
Notice of Process Address	RYAN TAYLOR 11283 EMERSON AVENUE PARKERSBURG, WV, 26104
Principal Office Address	11283 EMERSON AVENUE PARKERSBURG, WV, 26104 USA
Type	Address

Officers

Type	Name/Address
President	RYAN K. TAYLOR 141 GRANADA DRIVE PARKERSBURG, WV, 26104
Secretary	MARK A. WELCH 189 WILDWOOD HEIGHTS DRIVE PARKERSBURG, WV, 26101
Treasurer	DAVID A. BOGGS 340 WOODYARDS CAVE ROAD PARKERSBURG, WV, 26104
Vice-President	TRACI L. STOTTS 1222 CISLER DRIVE MARIETTA, OH, 45750
Type	Name/Address

Date	Amendment
10/3/1996	CHANGE OF NAME FROM PICKERING AND DAVIS INC. TO PICKERING ASSOCIATES, INC.
Date	Amendment

Annual Reports

Filed For

2023

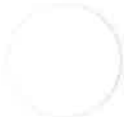
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For more information, please contact the Secretary of State's Office at 304-558-8000.

Wednesday, March 20, 2024 — 1:25 PM

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