



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

State of West Virginia  
**Contract**

Order Date: 08-10-2021

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 1400 1400 AGR2100000006 1	Procurement Folder:	920770
Document Name:	Expression of Interest	Reason for Modification:	
Document Description:	A/E Services, New Cooler Unit at Food Dist		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Jessica S Chambers		
Telephone:	(304) 558-0246		
Email:	jessica.s.chambers@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2019-10-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2021-09-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000015335 HENDON & REDMOND INC 10816 MILLINGTON COURT STE 110  CINCINNATI OH 45242 US Vendor Contact Phone: 513-488-8888 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Alan M Clemans Requestor Phone: (304) 558-2221 Requestor Email: aclemans@wvda.us  <b>22</b> <b>FILE LOCATION</b> _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES  1900 KANAWHA BLVD E  CHARLESTON WV 25305-0173  US	AUTHORIZED RECEIVER 304-558-0573 AGRICULTURE DEPARTMENT OF FOOD DISTRIBUTION PROGRAM  4496 CEDAR LAKES RD  RIPLEY WV 25271  US

Purchasing Division's File Copy

Total Order Amount: \$26,188.00

PURCHASING DIVISION AUTHORIZATION <i>Linda Harper</i> DATE: 8/11/2021 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM <i>John S. Granger</i> DATE: 8/13/2021 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION <i>Beverly Tolen</i> DATE: 8-17-21 ELECTRONIC SIGNATURE ON FILE
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**Extended Description:**

This contract identified as CCT AGR2100000006 is created for administrative purposes only and is intended to change the name of the vendor identified in contract no. CCT AGR2000000001 from Food Plant Engineering LLC (account VC0000069367) to the headquarters account, Hendon & Redmond, Inc.(account VS0000015335\*).

System limitations require that this contract be given a new number moving forward but the original contract, including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect.

Effective Dates: 10/01/2019 - 9/30/2021

Effective date of change 8/01/2021

Old procurement folder: 597725

Also, to increase the original contract according to all specifications, terms & conditions, and pricing contained on the original contract including all authorized change orders. The contract price is increased as defined in the attached documentation.

Original Contract Amount: \$200,714.34  
Minus Closed Amount: -\$200,014.34

Total Amount Transferred: \$700.00  
Change Order No. 06 Increase: \$25,488.00

New Contract Amount: \$26,188.00

No other changes

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81000000	0.00000		0.000000	\$26,188.00
Service From	Service To	Manufacturer		Model No	
2019-10-01	2021-09-30				

**Commodity Line Description:** Engineering Services

**Extended Description:**

Engineering Services





# West Virginia Department of Agriculture

Kent A. Leonhardt, Commissioner

Joseph L. Hatton, Deputy Commissioner



August 2, 2021

*Increase OK  
Linda Harper  
8/11/2021*

Jessica Chambers  
WV Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305

**RE: Change Order (CCT AGR20\*1) – New Cooler Unit at Food Distribution**

The WV Department of Agriculture (WVDA) is seeking Purchasing Division approval of a change order to the above-referenced contract to add additional funding for the design phase to have the ability to convert the new cooler to a freezer. The Reimbursable Expenses will be billed on actual charges up to \$2,000.00, with the total added to the contract of \$25,488.00. WVDA is also asking that the purchase order be cancelled and reissued under Hendon & Redmond, Inc., dba Food Plant Engineering LLC, Headquarters account (see attached letter).

If you have any questions, please give me a call at (304)558-2221 or email me at [aclemans@wvda.us](mailto:aclemans@wvda.us).

Sincerely,

A handwritten signature in blue ink, appearing to read "Alan Clemans".

Alan Clemans (Aug 2, 2021 08:15 EDT)

Alan Clemans, CFO/Director of  
Administrative Services Division



**Change Order: #01R**  
**Date: May 27, 2021**

**Owner:** West Virginia Department of Agriculture  
**Project:** CCT 1400 1400 AGR 2000000001 – New Cooler Unit at Food Dist.  
**Architect/Engineer** Food Plant Engineering, LLC

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During the original design for the Cooler, it was discussed that the State would like to have the ability to convert the Cooler into a Freezer in the future.

The design of the Cooler shell was designed as a Freezer. Replacing the refrigeration condensing units, constructing a vestibule at the entrance to the Freezer and installing a fan for underfloor heating are the required design changes. Other minor items will require design changes, but the major issues to complete the conversion have already been addressed in the New Cooler Unit project.

We propose to provide the following services:

**Design Services**

1. Develop construction drawings and specifications based on converting the existing cooler facility into a freezer. Construction documents may include information such as: Temporary wall layout and construction; replacement wall sections; wall details; curb sections and details; floor plans; roof plans and roof penetration details; piping and plumbing relocation plans and details; electrical relocation plans and details for lighting and power; structural plans and details for reinforcement for equipment relocation; relocation plan for racking either temporary or permanent.
2. Construction documents will include plans for phasing of the work while maintaining building operation, as well as building security considerations.

**Construction Administration Services**

3. During the bidding phase, we will:
  - a. Attend a pre-bid meeting with bidding contractors onsite.
  - b. Answer questions during bidding and issue addendum, as necessary.
  - c. Assemble bids, review bids, present to WVDA, and make recommendations as to contractor award.
  - d. One (1) site visit is included.
4. During the construction phase, we will:
  - a. Review shop drawings or similar submittals from the contractors.
  - b. Review and act on final document submittals from contractors.
  - c. Answer questions from contractors and render interpretations and clarifications with regard to the intent of the design.
  - d. Review the work of trade contractors for general compliance with the requirements contained in the contract documents.
  - e. Advise WVDA on any non-conforming work and corrective actions needed.
  - f. Reject work that does not conform to the requirements of the contract documents and implement remedial procedures to correct the work.
  - g. Review, approve and process contractor applications for progress payment. Make adjustments to reflect actual work performed and certify requisitions to WVDA for payment.
  - h. Upon the contractor's determination of substantial completion of the work, or designated portions thereof, prepare a punch list of incomplete or unsatisfactory items and a schedule for their completion. Supervise the correction and completion of work. Upon completion of work, obtain "Certificates of Completion" from all Governmental Agencies.
  - i. Five (5) site visits are included.



Change Order: #01R  
Dated May 27, 2021

**Design/Construction Administration Services Fee**

Principal.....	4 Hours @ \$175.00	\$700.00
Project Leader/Senior Professional.....	72 Hours @ \$148.00	\$10,656.00
Team Leader/Professional.....	80 Hours @ \$124.00	\$9,920.00
Designer.....	18 Hours @ \$98.00	\$1,764.00
Administration.....	8 Hours @ \$56.00	\$448.00
		<b>\$23,488.00</b>

*LAH*  
LAH

**Reimbursable Expenses**

Reimbursable expenses will be billed as incurred at cost, plus 10%.  
Expenses include mileage and meals. If an overnight stay is required,  
we will utilize your state lodge.

Billed on actual  
Charges up to  
\$2,000.00  
MER NB

TOTAL CHANGE ORDER #01


**\$25,488.00**

Once we are given authorization to proceed, we will immediately start the work, based on the terms and conditions  
contained in West Virginia Contract Order Number CCT 1400 1400 AGR 2000000001.

**Food Plant Engineering, LLC**


10816 Millington Court, Suite 110

Cincinnati, OH 45242

By:   
Mark E. Redmond, President

Date: 05-27-2021

**WV Dept. of Agriculture**

By:   
Norman Bailey (Jul 13, 2021 21:14 GMT-7)

Date: Jul 13, 2021

  
Lora Hammagk (Jul 12, 2021 08:39 EDT)

Jul 12, 2021



# **FOOD PLANT ENGINEERING**

June 7, 2021

[cfisher@wvda.us](mailto:cfisher@wvda.us)

Ms. Cindy Fisher  
WV Department of Agriculture  
Procurement Coordinator  
1900 Kanawha Blvd. East  
Charleston, WV 25305

Re: CCT 1400 AGR 2000000001 – New Cooler Unit at Food Dist.

Dear Ms. Fisher:

Please move contract from Food Plant Engineering, LLC to our headquarters account, Hendon & Redmond, Inc., dba Food Plant Engineering, LLC.

Sincerely,

**FOOD PLANT ENGINEERING, LLC**



Mark E. Redmond, President





STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

### DEFINITIONS:

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

### WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Hendon & Redmond, Inc. DBA Food Plant Engineering, LLC

Authorized Signature: [Signature] Date: June 25, 2021

State of Ohio

County of Hamilton, to-wit:

Taken, subscribed, and sworn to before me this 25th day of June, 2021.

My Commission Expires July 18, 2023.

AFFIX SEAL HERE



DANIELLE D. DAVIS  
Notary Public, State of Ohio  
My Commission Expires 07-18-2023

NOTARY PUBLIC

[Signature]



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## West Virginia Secretary of State — Online Data Services

### Business and Licensing

Online Data Services Help

### Business Organization Detail

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

### FOOD PLANT ENGINEERING, LLC

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
LLC   Limited Liability Company	4/20/2018		4/20/2018	Foreign	Profit			

Organization Information	
<b>Business Purpose</b>	5413 - Professional, Scientific and Technical Services - Professional, Scientific and Technical Services - Architectural, Engineering and Related Services (landscape architects, drafting, geophysical mapping, testing labs)
<b>Capital Stock</b>	
<b>Charter County</b>	<b>Control Number</b>
OH	



<b>Charter State</b>		<b>Excess Acres</b>	
<b>At Will Term</b>	A	<b>Member Managed</b>	MBR
<b>At Will Term Years</b>		<b>Par Value</b>	
<b>Authorized Shares</b>		<b>Young Entrepreneur</b>	Not Specified

<b>Addresses</b>	
<b>Type</b>	<b>Address</b>
<b>Designated Office Address</b>	10816 MILLINGTON COURT CINCINNATI, OH, 45242
<b>Mailing Address</b>	10816 MILLINGTON COURT CINCINNATI, OH, 45242 USA
<b>Notice of Process Address</b>	REGISTERED AGENT SOLUTIONS, INC. 200 CAPITOL ST CHARLESTON, WV, 25301
<b>Principal Office Address</b>	10816 MILLINGTON COURT CINCINNATI, OH, 45242 USA
<b>Type</b>	<b>Address</b>

<b>Officers</b>	
<b>Type</b>	<b>Name/Address</b>
<b>Member</b>	MARK REDMOND 10816 MILLINGTON COURT CINCINNATI, OH, 45242
<b>Type</b>	<b>Name/Address</b>



Date	Amendment
9/17/2019	ADD THE PROFESSION OF ARCHITECTURE TO THE CERTIFICATE OF AUTHORITY. SHANNON M. STANDISH IS REGISTERED AND AUTHORIZED TO PRACTICE ARCHITECTURE IN WV.
Date	Amendment

Annual Reports
Filed For
2021
2020
2019
Date filed

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

Tuesday, August 10, 2021 — 11:02 AM

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

State of West Virginia  
**Contract**

Order Date: 2019-09-25

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 1400 1400 AGR2000000001	Procurement Folder: 597725
Document Name: Expression of Interest	Reason for Modification:
Document Description: A/E Services, New Cooler Unit at Food Dist.	Award of CEOI AGR2000000001.
Procurement Type: Central Contract - Fixed Amt	
Buyer Name: Jessica S Chambers	
Telephone: (304) 558-0246	
Email: jessica.s.chambers@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2019-10-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2020-09-30

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: VC0000069367 FOOD PLANT ENGINEERING LLC 10816 MILLINGTON COURT STE 110  CINCINNATI OH 45242  US Vendor Contact Phone: (513) 488-8888 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Alan Clemans Requestor Phone: (304) 558-2221 Requestor Email: aclemans@wvda.us

INVOICE TO	SHIP TO
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF  ADMINISTRATIVE SERVICES  1900 KANAWHA BLVD E  CHARLESTON WV 25305-0173  US	AUTHORIZED RECEIVER 304-558-0573 AGRICULTURE DEPARTMENT OF  FOOD DISTRIBUTION PROGRAM  4486 CEDAR LAKES RD  RIPLEY WV 25271  US

Total Order Amount: \$190,180.00

PURCHASING DIVISION AUTHORIZATION SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE
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**Extended Description :**

Architect/Engineering Services Contract  
(New Cooler Unit at Food Dist.)

The Vendor: Food Plant Engineering, LLC of Cincinnati OH agrees to enter into contract with the Agency, The West Virginia Department of Agriculture to provide A/E design services and construction contract administration for a new cooler unit at the Food Distribution Warehouse located in Ripley, WV, per the Expression of Interest, Addendum, and the Vendor's submitted response, dated: 07/25/2019, the B101-2017 signed and dated: 09/17/2019 all incorporated herein by reference and made apart of herein as attached.

Effective Dates: 10/01/2019 - 9/30/2020

3 Renewals Remaining

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81000000	0.00000			\$190,180.00
Service From		Service To	Manufacturer	Model No	Delivery Date
2019-10-01		2020-09-30			

Commodity Line Description: Engineering Services

**Extended Description:**

Engineering Services

AGR2000000001	<b>Document Phase</b> Draft	<b>Document Description</b> A/E Services, New Cooler Unit at Food Dist.	<b>Page 3</b>
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# **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **GENERAL TERMS AND CONDITIONS:**

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** **Initial Contract Term:** This Contract becomes effective on 10/01/2019 and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- ☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- ☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- ☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- ☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- ☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- ☒ **Professional Liability \$1,000,000.00 each occurrence**
- ☐
- ☐
- ☐



Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

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

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

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

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

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

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

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

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

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

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

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/05/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

"substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.


**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.



**ADDITIONAL TERMS AND CONDITIONS**  
**(Architectural and Engineering Contracts Only)**

- 1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
- 2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
- 3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
- 4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

  
\_\_\_\_\_  
(Name, Title)

Mark E. Redmond, President

\_\_\_\_\_  
(Printed Name and Title)

10816 Millington Court, Suite 110, Cincinnati, OH 45242

\_\_\_\_\_  
(Address)

513-488-8888

\_\_\_\_\_  
(Phone Number) / (Fax Number)

markredmond@foodplantengineering.com

\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Food Plant Engineering, LLC

\_\_\_\_\_  
(Company)

  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Mark E. Redmond, President

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

9-18-19

\_\_\_\_\_  
(Date)

513-488-8888

\_\_\_\_\_  
(Phone Number) (Fax Number)

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2 CFR Ch. II (1-1-17 Edition)

agency's Federal awards may include. Providing this information lets a potential applicant identify any requirements with which it would have difficulty complying if its application is successful. In those cases, early notification about the requirements allows the potential applicant to decide not to apply or to take needed actions before receiving the Federal award. The announcement need not include all of the terms and conditions of the Federal award, but may refer to a document (with information about how to obtain it) or Internet site where applicants can see the terms and conditions. If this funding opportunity will lead to Federal awards with some special terms and conditions that differ from the Federal awarding agency's usual (sometimes called "general") terms and conditions, this section should highlight those special terms and conditions. Doing so will alert applicants that have received Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions. For the same reason, the announcement should inform potential applicants about special requirements that could apply to particular Federal awards after the review of applications and other information, based on the particular circumstances of the effort to be supported (e.g., if human subjects were to be involved or if some situations may justify special terms on intellectual property, data sharing or security requirements).

**3. Reporting—Required.** This section must include general information about the type (e.g., financial or performance), frequency, and means of submission (paper or electronic) of post-Federal award reporting requirements. Highlight any special reporting requirements for Federal awards under this funding opportunity that differ (e.g., by report type, frequency, form/format, or circumstances for use) from what the Federal awarding agency's Federal awards usually require. Federal awarding agencies must also describe in this section all relevant requirements such as those at 2 CFR 180.835 and 2 CFR 180.850.

If the Federal share of any Federal award may include more than \$500,000 over the period of performance, this section must inform potential applicants about the post award reporting requirements reflected in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters.

**G. FEDERAL AWARDING AGENCY CONTACT(S)—REQUIRED**

The announcement must give potential applicants a point(s) of contact for answering questions or helping with problems while the funding opportunity is open. The intent of this requirement is to be as helpful as possible to potential applicants, so the Federal

awarding agency should consider approaches such as giving:

- i. Points of contact who may be reached in multiple ways (e.g., by telephone, FAX, and/or email, as well as regular mail).
- ii. A fax or email address that multiple people access, so that someone will respond even if others are unexpectedly absent during critical periods.
- iii. Different contacts for distinct kinds of help (e.g., one for questions of programmatic content and a second for administrative questions).

**H. OTHER INFORMATION—OPTIONAL**

This section may include any additional information that will assist a potential applicant. For example, the section might:

- i. Indicate whether this is a new program or a one-time initiative.
- ii. Mention related programs or other upcoming or ongoing Federal awarding agency funding opportunities for similar activities.
- iii. Include current Internet addresses for Federal awarding agency Web sites that may be useful to an applicant in understanding the program.
- iv. Alert applicants to the need to identify proprietary information and inform them about the way the Federal awarding agency will handle it.
- v. Include certain routine notices to applicants (e.g., that the Federal Government is not obligated to make any Federal award as a result of the announcement or that only grants officers can bind the Federal Government to the expenditure of funds).

[78 FR 78008, Dec. 26, 2013, as amended at 80 FR 48310, July 23, 2015]

**APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1906, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 80-1.3 must include the equal opportunity clauses provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 1965, 3 CFR Part, 1964-1965 Comp., p. 285), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) **Davis-Bacon Act,** as amended (40 U.S.C. 3141-3145). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3145, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 5, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR

Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) **Clean Air Act** (42 U.S.C. 7401-7571q) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1287), as amended—Contracts and subcontracts of amounts in excess of \$100,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7571q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1287). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) **Debarment and Suspension** (Executive Orders 12549 and 12659)—A contract award (see 2 CFR 180.230) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1998 Comp., p. 359) and 12659 (3 CFR part 1998 Comp., p. 225), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) **Byrd Anti-Lobbying Amendment** (41 U.S.C. 1352)—Contractors that apply or bid

for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1882. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(7) See §200.322 Procurement of recovered materials.

[78 FR 78808, Dec. 26, 2013, as amended at 79 FR 78868, Dec. 19, 2014]

#### APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

##### A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

##### 1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's

accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

(3) Only mandatory cost sharing or cost sharing specifically committed in the project budget must be included in the organized research base for computing the indirect (F&A) cost rate or reflected in any allocation of indirect costs. Salary costs above statutory limits are not considered cost sharing.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.428 Specialized services facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other

# **EXPRESSION OF INTEREST**

## **Food Warehouse Cooler Construction**

### **PROJECT SPECIFICATIONS**

- 1. Location:** Agency is located at 4496 Cedar Lakes Drive, Jackson County, Ripley, WV 25271 and the proposed project will be completed at the same location.
- 2. Background:** The West Virginia Department of Agriculture (WVDA) Food Distribution Program is seeking design and construction administration services to expand available cooler space. The new cooler unit will be designed to be adjacent or attached to the existing facility, using existing property infrastructure and utilized to store USDA cooler commodity items as well as fresh fruit and vegetables for the Department of Defense (DoD) Fresh program.
- 3. Project and Goals:** The project goals and objectives are listed below. Vendors should discuss any anticipated concepts and proposed methods of approach for achieving each of the listed goals and objectives:
  - 3.1. Goal/Objective 1:** Review existing facility and program operations, evaluate the site for cooler expansion opportunities, and communicate effectively with the owner to determine a plan that can be implemented in a manner that will minimize disruption to program operations and meet all objectives.
  - 3.2. Goal/Objective 2:** Provide all necessary services to design the facilities described in this EOI in a manner that is consistent with WVDA Food Distribution Program needs, objectives, current law and current code; while following the plan to design and execute the program in a cost-effective manner.
  - 3.3. Goal/Objective 3:** Upon owner acceptance of design solution in Goal/Objective 2, prepare cost estimates for use in securing funding for project construction.
  - 3.4. Goal/Objective 4:** Prepare construction bid documents based on the design solution in Goal/Objective 2 and provide construction contract administration services with competent professionals that ensures the project is constructed and functions as designed.

## **EXPRESSION OF INTEREST**

### **Food Warehouse Cooler Construction**

- 4. Qualifications, Experience, and Past Performance:** Vendors should provide information regarding its employees, such as staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and the project goals and objectives and how they were met.
- 4.1. Additionally, vendors should provide a binder presentation consisting, at a minimum, of the following, with four (4) printed copies:**
- 4.1.1. A clear procedure for communication with the agency during all phases of the project.**
  - 4.1.2. Provide visual documentation of existing projects completed relating to commercial food warehouse cooler design.**
  - 4.1.3. The successful firm or team should demonstrate a history of projects that have been constructed in the time frame allotted in the contract documents and a clear plan to ensure this project will be constructed within the agreed construction period. This plan should be described in detail.**
  - 4.1.4. The successful firm or team should demonstrate competent and acceptable experience in all expected professional disciplines necessary for the design and completion of this project.**
  - 4.1.5. Corporate/personnel experience as it relates to the project or projects.**
  - 4.1.6. Proposed project management plan.**
  - 4.1.7. Key personnel available for the proposed work (Project Engineer attend meeting).**
  - 4.1.8. Proposed sub firms (mapping, geotechnical, etc.).**
  - 4.1.9. Product quality control.**
  - 4.1.10. Project cost control.**

## **EXPRESSION OF INTEREST**

### **Food Warehouse Cooler Construction**

#### **4.1.11. Surveying.**

- 5. Oral Presentations/Interviews:** The Agency will conduct individual interviews with the three vendors that are determined to be the most qualified to provide the required service. During oral presentations/interviews, vendors may not alter or add to their submitted proposal, but only clarify information already submitted. A description of the materials and information to be presented is provided below:

#### **5.1. Materials and Information Required at Oral Presentation/Interviews:**

- 5.1.1.** The vendor must be prepared to discuss and clarify required items submitted with the BOI. Selected firms should be prepared to conduct an approximately thirty (30) to sixty (60) minute interview question-and-answer session, with the panel, with allowance to the firm for the first quarter to half hour to make presentation.



# **EXPRESSION OF INTEREST**

## **Food Warehouse Cooler Construction**

### **VENDOR PROPOSAL, EVALUATION, & AWARD**

1. **Economy of Preparation:** EOIs should be prepared simply and economically, providing a straight-forward, concise description of the firm's abilities to satisfy the requirements and goals and objectives of the EOI. Emphasis should be placed on completeness and clarity of content. The response sections should be labeled for ease of evaluation.
2. **BIDS MUST NOT CONTAIN PRICE INFORMATION:** The State shall select the best value solution according to W. Va. Code §5G-1-3. In accordance with Code requirements, no "price" or "fee" information is permitted in the Vendor's EOI response.
3. **Evaluation and Award Process:** Expressions of Interest for projects estimated to cost \$250,000 or more will be evaluated and awarded in accordance with W.Va. Code §5G-1-3. That Code section requires the following related to evaluation and award:
  - 3.1. **Selection Committee Evaluation and Negotiation:** A committee comprised of three to five representatives of the agency initiating the request shall:
    - 3.1.1. evaluate the statements of qualifications and performance data and other material submitted by the interested firms and select three firms which in their opinion are the best qualified to perform the desired service.
    - 3.1.2. conduct interviews with each of the three firms selected.
    - 3.1.3. rank the three selected firms in order of preference
    - 3.1.4. and commence scope of service and price negotiations with the highest qualified professional firm.

If negotiations are successful, the contract documents will be forwarded to the WV Purchasing Division for review and approval, and then to the WV Attorney General's office for review and approval as to form. Once approved, a formal contract will be issued to the Vendor.

Should the agency be unable to negotiate a satisfactory contract with the professional

## **EXPRESSION OF INTEREST**

### **Food Warehouse Cooler Construction**

firm considered to be the most qualified at a fee determined to be fair and reasonable, the agency will then commence negotiations with the second most qualified firm, and so on, until an agreement is reached, or the solicitation is cancelled.

- 3.2. **Three Firm Evaluation Rankings:** The Agency will evaluate the three firms that have been determined most qualified to perform the desired service. The evaluation criteria are defined in the Procurement Specifications section and based on a 100-point total score. Points shall be assigned based upon the Vendor's response to the evaluation criteria as follows:

- |   |                                    |
|---|------------------------------------|
| • <b>Qualifications, Experience, and Past Performance</b> | <b>(50) Points Possible</b>        |
| • <b>Goals and Objectives: –</b>                          |                                    |
| <b>Anticipated Concepts and Methods of Approach</b>       | <b>(25) Points Possible</b>        |
| • <u><b>Oral Interview</b></u>                            | <u><b>(25) Points Possible</b></u> |
| <b>Total</b>  | <b>100</b>                         |

# QUALIFICATIONS

A/E Services

WV DEPARTMENT OF AGRICULTURE  
FOOD DISTRIBUTION WAREHOUSE  
COOLER ADDITION PROJECT

Prepared for : State of West Virginia  
Solicitation Number: 1400 AGR2000000001  
Date Issued : 2019-07-11

**FOOD PLANT  
ENGINEERING**  
THE HENDON REDMOND GROUP LLC

July 24, 2019

Ms. Melissa Pettrey  
Purchasing Division  
2019 Washington St E  
Charleston, WV 25305

Dear Ms. Pettrey:

A state agency storing valuable USDA commodities is a critical component in a food-safe supply chain. As you are well aware, the change in product supply and demand can create facility storage expansion needs. Our firm can assist you with the design and construction of this critical storage expansion.

Our approach to this project will provide you with the following:

- o Transparent communications on project scope, budget/costs and schedule
- o A clear understanding of the cost/benefit of the options available for implementing actions with the least disruption to current operations
- o Design and construction of a food-safe facility that will enhance operations

Your project involves planning, design and construction of a cooler space expansion for your distribution center in Ripley, WV. This cooler space is intended to be either attached or adjacent to the existing facility. A preliminary objective of this project involves the review of current operations, site selection evaluation and communication with the facility owner to provide a plan with minimal disruption of operations. You have requested that our firm provide you with our qualifications for providing the services for the planning, design and construction for this project.

The first step in this process is to start with Planning Services. This will address questions such as:

- o What issues affect the site location of the new cooler?
- o What are the options available for the location of the new cooler?
- o What are the anticipated costs involved for the expansion project?

After completion of Planning Services, we will provide you with Design Services. This phase will provide you with the following:

- o Detailed drawings and specifications that will incorporate food-safe facility designs
- o Services to obtain the building permits
- o Documents for bidding to contractors



Once the Design Services have been completed, our firm will provide you with Construction Services. Using our firm to provide these services offers the following advantages:

- o **Quality:** We have experience with the nuances of building a food-safe facility and the intricacies involved in the vapor barrier of a new cooler.
- o **Oversight:** We will review shop drawings, provide site visits and keep you informed on the project progress and schedule.

Food Plant Engineering, LLC has proven success designing and constructing functional, sanitary food warehouse facilities. Our professional team has provided engineering, architectural and construction services to the food industry for more than 65 years. We welcome the opportunity to do the same for you.

Sincerely,

*Mark Redmond*

Mark E Redmond  
President  
Food Plant Engineering, LLC  
Food Plant Construction, LLC  
markredmond@foodplantengineering.com



# ABOUT US

Warehouse Cooler Addition Project 4

## HISTORY

Food Plant Engineering is a specialized company that offers planning, design and construction services for food production, processing and distribution facilities.

Our doors opened more than 60 years ago as Henry A. Lurie & Associates with a mission to provide innovative design solutions for USDA-inspected facilities. While working as an engineer for a meat packing company, founder Henry Lurie heard complaints that the design firms in the industry "didn't understand their business and brought little or nothing to the table" so he founded a firm to do just that: understand the unique production and facility needs of food processing companies.

## OUR MISSION

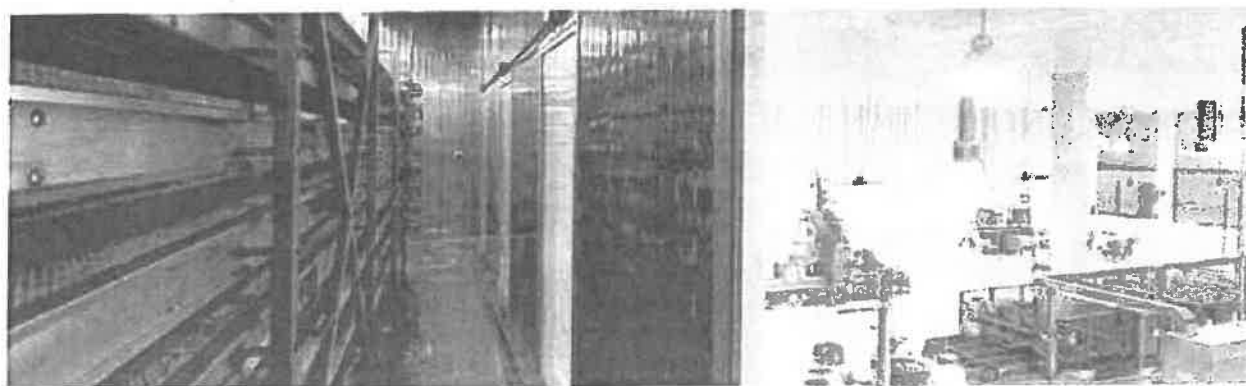
We are still following that original mission today. Our goal is to provide you with a facility based on the eight guiding principles that we have developed over the last 65 years working with best-in-class food processing, production and distribution companies. Our team will work with you to provide cost-effective solutions to integrate these guiding principles into the planning, design and construction of your project.

## GUIDING PRINCIPLES

- 01 FOOD SAFETY
- 02 SANITARY DESIGN
- 03 PRODUCTIVE WORKFLOW
- 04 SENSIBLE AUTOMATION
- 05 SUSTAINABLE CONSTRUCTION
- 06 ENERGY EFFICIENCY
- 07 FOOD DEFENSE
- 08 REGULATORY COMPLIANCE

## OUR VALUE

Warehouse Cooler Addition Project 5



The planning, design and construction of food production operations is the specialty of Food Plant Engineering, LLC and Food Plant Construction, LLC. Our cohesive team works together to bring Innovation to life in your facility. Many of our associates have hands-on experience in the food-processing environment and understand the special demands placed on a facility and its processing equipment.

The design of food production facilities must balance the need for productive layouts with food safety considerations. A facility layout that will help reduce cross-contamination caused by food-borne pathogens, food allergens, and people-and-product flow while producing items efficiently requires careful thought and planning.

### FOOD SAFETY

Food Plant Engineering has extensive experience designing food facilities under regulatory inspection for food safety. With this background, we can bring to you innovative and cost-effective ideas for the construction of a facility that meets today's requirements.

The current necessity for FDA, USDA, FSMA, HACCP, SQF and BRC planning makes layout and design of the food facility very important. In order to produce safe products in the current environment, key factors should be considered when laying out and designing the facility.

For example, how the food preparation, production and packaging flows are integrated into the layout of the facility affects the ability to implement FDA, USDA, FSMA, HACCP, SQF and BRC requirements. Also, the flow of this process and how it is integrated with employee movement is important for both efficiency and food safety.

### PRODUCTIVITY

Increasing productivity in a food plant is a goal for many food producers. Many look to automation (the application of equipment and technology to produce food products) with the goal of reducing the amount of human intervention, improving the process and/or increasing productivity.

Automation of food production processes that are normally performed by people can benefit a food plant in many different ways: reduced labor, higher throughput, higher quality, greater product consistency and improvement in food safety.

As with all choices, there are trade-offs when weighing the level and complexity of the automation needed for the returns and benefits to outweigh the costs and risks. Food Plant Engineering, LLC has successfully applied food processing automation to many different types of food processing operations and can assist with the proper application in your operation.



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## OUR VALUE

Warehouse Cooler Addition Project 6



### FORWARD THINKING

We have addressed issues facing the food industry, such as allergen control and sustainable design, well before these topics became industry-wide concerns.

We don't just talk about the future, we build for it.

### PROVEN VALUE

Our integrated project delivery system blends cost, quality and timeliness to yield projects with outstanding value for your investment.

We have 55 years of project success

### STRAIGHTFORWARD

We work with you from the start of the project to develop a clear scope and budget that will meet your project investment and expansion goals.

We work to protect your investment

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CONSTRUCTION**  
the MARSHALL FERRIS GROUP

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# FOOD FACILITY EXPERTISE

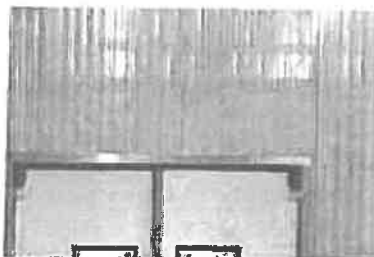
Warehouse Center Addition Project 7

The components and materials used in construction will determine the food safety, sanitation, life-cycle cost, durability and maintenance cost of a food facility. Food Plant Engineering has in-depth knowledge of the many options available. We will discuss with you the various costs and benefits of each option to find the most appropriate solution for your operation.



## FLOORS

Food facility floors are under constant strain from physical abuse, thermal shock and cleaning chemicals. We review with you the benefits and cost effectiveness of various flooring systems so the correct system may be applied to your facility.



## WALLS

Walls are subject to physical abuse from traffic and chemical abuse from cleaning products. We know the materials that can withstand such a harsh environment, the proper application of the materials, which manufacturers to specify and the best methods for protecting walls from extreme physical abuse.



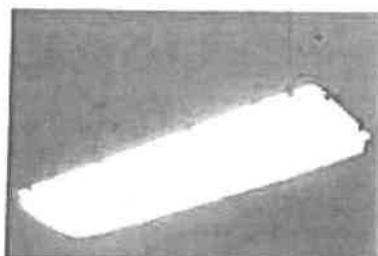
## CEILINGS

Many food products are exposed at some point in the process to overhead ceilings, piping and other objects. Understanding ceiling materials and systems that are cleanable and prevent product contamination is critical for your facility.



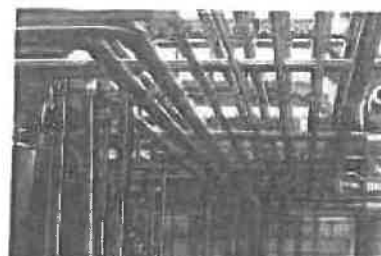
## DRAINS

Floor drains are a source of potential contamination. We know who manufactures the most sanitary floor drains, which drains are easiest to clean and how to design process-waste systems that minimize the potential for food contamination.



## LIGHTS

Food facility lighting fixtures must be easy to clean and maintain. We know which fixtures are appropriate for each application in a food facility.



## PIPES

In a food processing facility, piping and conduit materials must be sanitary on the interior and exterior. We know the proper application of materials that are sanitary, able to withstand the abuse of chemical cleaning and hold up to temperature variations.

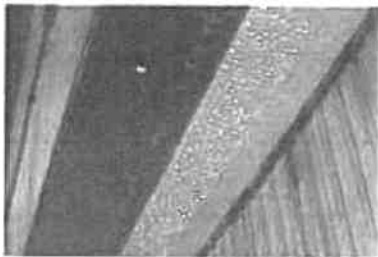
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CONSTRUCTION**  
THE HANSON REMEDIATION GROUP, LLC

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# FOOD FACILITY EXPERTISE

Warehouse Cooler Addition Project 8



## CONDENSATION

Condensation will occur in improperly designed facilities and can cause food products to become adulterated. Problems often stem from improper vapor barriers in insulated panel construction, vapor pressure issues or infiltration/exfiltration between different types of rooms. We know how to avoid these pitfalls and prevent condensation from occurring.



## A/C & REFRIGERATION

Air temperature in a food facility is important for employee comfort, productivity and the safety of food products. Ventilation systems can also create food quality and contamination issues if not properly designed. We know the temperature and air balance necessary to maintain an environment for the efficient and safe production of food.



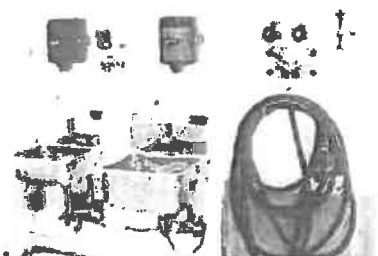
## ENERGY

Food processing equipment can require different types of energy sources. Often, choices can be made between sources. We are familiar with all types of food processing equipment in the facility and the best sources of energy. We have designed many similar utility infrastructures and know how to design the most efficient total system.



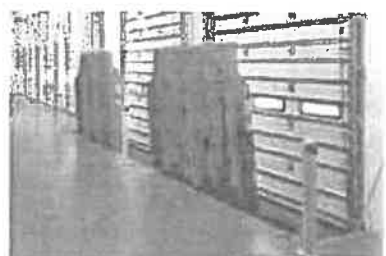
## EQUIPMENT CONNECTIONS

Food equipment requires many connections for operation. We have first-hand knowledge of the requirements for connecting food processing equipment.



## SANITATION SYSTEMS

Many types of sanitation systems exist—both wet and dry—and these systems must be applied properly. We know the best temperature and pressure requirements for wet cleanup and sanitation systems. We also know the various methods for heating, circulation and delivery of water, as well as the cost-effectiveness and efficiency of the equipment available.



## BIO-SECURITY

Today's facilities must consider internal and external issues affecting the possible contamination of food. We understand how the receiving, storing and producing of food should be designed to help mitigate these issues.

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# OUR TEAM LEADERS

Warehouse Cooler Addition Project 9

The primary point of contact for the project is the Project Manager. Food Plant Engineering's Project Manager will oversee day-to-day work activities, review technical products and reports, and be responsible for the project budget and schedule. Our proposed team for managing the planning, design and construction of the project is listed below.



## **MARK E. REDMOND, PE - PRESIDENT**

Mr. Redmond is a Professional Engineer and holds a B.S. in Mechanical Engineering (University of Cincinnati, 1987) and an MBA in Operations Management (University of Cincinnati, 1991). Mr. Redmond has more than 35 years of experience in project oversight for the planning, design and construction of food manufacturing and storage facilities. He is often lauded by clients for his vast knowledge of all facets of the design and construction process.



## **ERIC C. WIGGER - PROJECT MANAGER**

Mr. Wigger (B.S., Construction Management, 1992, Northern Kentucky University) has 25-plus years of experience managing design and construction projects. He is multi-faceted when it comes to understanding the integration of process equipment into a food plant environment and the nuances of constructing and maintaining a sanitary environment. Mr. Wigger will be responsible for construction inspection. He has in-depth knowledge of construction techniques necessary to check contractor's compliance with contract documents.



## **DUKE SCHNEIDER - PROJECT TEAM LEADER**

Mr. Schneider has more than 40 years of experience in project development and has extensive experience with project planning. His background ranges from planning and estimating for conceptual plans to field supervision of construction projects. His hand-on knowledge of the food plant environment is essential to developing practical solutions for our clients.



## **SHANNON M. STANDISH, AIA, NCARB - ARCHITECTURAL TEAM LEADER**

Mrs. Standish (B.Arch., 2000, University of Cincinnati) is a veteran leader with 15 years of food plant experience. She is very adept at coordinating the complex multi-disciplinary details involved in the design process. Mrs. Standish is known for her excellent communication skills, quick response time to client needs, no-nonsense practical approach to problem solving, and an ability to consistently meet deadlines. She will be responsible for the architectural design and preparation of construction documents.

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# OUR TEAM LEADERS

Warehouse Cooler Addition Project 10



## **JOEL YODER, PE – ENGINEERING TEAM LEADER**

Mr. Yoder (B.S., Mechanical Engineering, 1992, Purdue University) is a veteran engineer with an extensive background in the food processing and manufacturing industries. Prior to coming to our firm, he was a Senior Project Engineer implementing capital improvement projects. His thoughtful demeanor, creative intellect and proficient understanding of operational issues make him well-suited for effective project leadership.



## **DANA BURNS, PE, PS – CIVIL PROJECT ENGINEER**

Food Plant Engineering will be sub-consulting with Potesta & Associates, located in Charleston, WV. Mr. Burns brings numerous years of engineering experience to our team in the field of civil and site design services.



## **JOHN S. DORICH, PE – STRUCTURAL PROJECT ENGINEER**

Food Plant Engineering will be sub-consulting with GOP, Ltd. Located in Cincinnati, Ohio, GOP, Ltd. has a 90-year history of providing structural engineering services. Mr. Dorich is a Partner of GOP and has more than 25 years of structural design experience, including analysis of existing structures. His projects have included designs in structural steel, reinforced concrete, reinforced masonry and wood. Mr. Dorich has significant experience working on food facility projects, and he understands many of the specialized issues related to sanitation and cold/freezer building construction.

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# OUR SERVICES

Warehouse Cooler Addition Project 11

## PLANNING, DESIGNING AND CONSTRUCTING SANITARY FOOD PROCESSING OPERATIONS

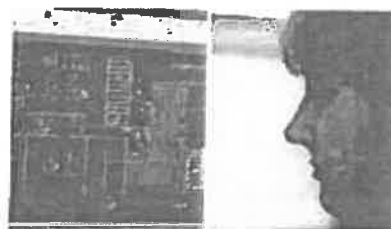
*It's what we have been doing for 65 years.*

But we don't rest on our laurels. Our engineers and architects continue to implement the best industry practices for the cost-effective sanitary design and construction of food plants. We integrate food safety into each phase of a project, from planning through construction, and are continually looking for better solutions to create sanitary food facilities.



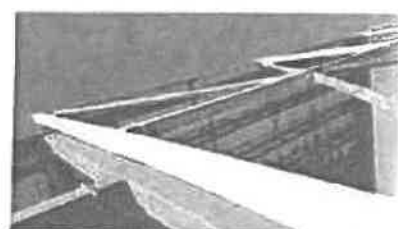
### PLAN

Planning for growth requires insight into the future. Our consulting services provide a roadmap for site selection, process improvement planning, facility renovation, expansion and new construction concepts.



### DESIGN

Creating a food facility that is functional today and adaptable to the future requires foresight. Our design services generate engineering and architectural concepts, plans and specifications for building a food facility that will stand the test of time.



### BUILD

Building a food plant requires construction techniques that yield an environment safe for food today as well as tomorrow. Our construction services utilize professional management oversight to transform sanitary designs into a hygienic facility.

**FOOD PLANT  
CONSTRUCTION**  
the National Standard

**FOOD PLANT  
ENGINEERING**  
the National Standard LLC

Phone : 513-488-8888 | Website : [www.foodplantengineering.com](http://www.foodplantengineering.com)

# OUR SERVICES

Warehouse Cooler Addition Project 12

## PROJECT MANAGEMENT

Food Plant Engineering utilizes a variety of project management tools to initiate, plan, execute, monitor, forecast, control and close out projects. Our Project Manager will utilize these tools when directing the team toward project completion.

## COMMUNICATION

Your primary point of contact is our Project Manager who oversees the day-to-day design activities, reviews project information and is responsible for the schedule and resource allocation. The Project Manager, as well as other key team members, will be present for project meetings to discuss and review the project objectives, information needs and drawings/specifications. Meetings may be in person, via conference call or hosted online.

## PROJECT SCHEDULE AND RESOURCE ALLOCATION

Food Plant Engineering will develop the initial baseline schedule, including setting milestone dates, at the initiation of the project. Updates will be provided as needed throughout the life of the project. To coordinate, forecast and manage the project schedule, we utilize Microsoft Project software. Resource allocation and staff scheduling is accomplished using Deltek Ajera software. Staff are assigned to the project and efforts are tracked utilizing this software. All invoicing and procurement functions are also managed using Deltek Ajera. We have developed project management templates for typical project management activities, such as documenting meetings, telephone conversations and scope changes.

## QUALITY AND COST MANAGEMENT

Our project management process incorporates a team review for validating the information contained in the project documents. This process incorporates procedures that evaluate how our professional services are planned, executed and delivered to our clients. The system is flexible so that it allows us to meet the needs of each individual client. Also, as part of the project management process, we review the project budget and probable cost of construction in conjunction with the project scope, as well as any changes in scope. We will work with you to correct any deviations in the alignment of the project budget, probable cost of construction and project scope.

## REGULATORY AGENCIES

Our firm works with many state and federal agencies throughout the United States. We are well versed in communicating with the regulatory and administrative agencies in large cities, small communities, state governments and federal offices. Our approach in all cases is to establish communication lines at the start of the project with all government entities having involvement in the project. We will speak with and/or meet with the government entities to review the administrative and regulatory requirements involved in your project and incorporate these requirements in the project documents.



Phone : 513-488-8888 | Website : [www.foodplantengineering.com](http://www.foodplantengineering.com)

# PLANNING SERVICES

Warehouse Cooler Addition Project **13**

We will provide the following Planning, Design and Construction Services for a cooler addition to your facility in Riley, WV:

## INFORMATION COLLECTION

Food Plant Engineering will gather data from the proposed operations to gain a better understanding of your operation and processes. Typical information that may be gathered includes:

### STORED PRODUCTS/MATERIALS

Listing of products and materials desired to be stored, including handling, and volume needs

### GENERAL INFORMATION

Information on the growth level desired for the operation, overall goals for the operation, food safety concerns and budget or other financial factors

### ADMINISTRATIVE / EMPLOYEE

Review spatial requirements and needs for the employee welfare, administrative offices, maintenance functions and shipping/receiving functions

### SITE INFORMATION

Copies of available site surveys, site utility information and building drawings for the property locations under consideration

## MASTER PLANNING

We will review the information gathered. We will also discuss with you ideas on operation process flow and on layout for food safety and efficiency. Based on our discussions and information gathered, we will develop options for various locations for the new cooler building. These options will be based on available property and integration with your current operations. After discussing and reviewing with you the various options, one of the options will be selected for developing a Master Plan. The Master Plan will include the following:

### FACILITY FEATURES

A floor plan will be developed that shows details such as the location of walls, doors, openings and materials.

### BUILDING/ZONING CODES

Preliminary review of building codes and zoning ordinance (if applicable) will be provided.

### EQUIPMENT FEATURES

A plan showing location, layout and configuration of storage racking on the floor plan.

### PROJECT TIMELINE

A project timeline will be developed identifying the project phases for design and construction.

### SITE PLAN

A basic site plan showing site features such as roadways, parking, site access and landscaped areas.

### CONSTRUCTION COST

We will develop an opinion of probable construction cost for the project in the Master Plan using historical cost data, recent trends and current economic conditions.

### FACILITY NEEDS

Preliminary information on the facility needs for utility services such as water, sewer, electric and natural gas.

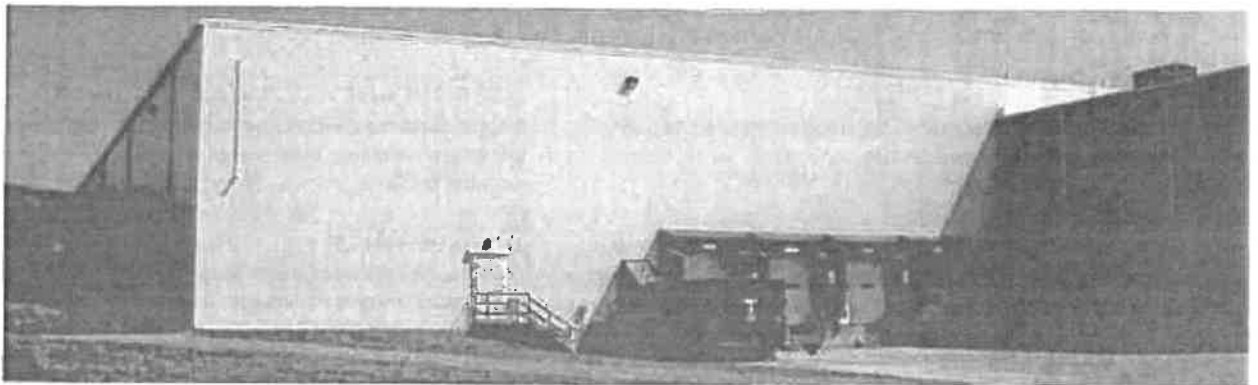




# PROJECT PROFILES

Warehouse Cooler Addition Project 22

## GUGGISBERG CHEESE WAREHOUSE FACILITY



### SCOPE OF SERVICES

- o Programming services
- o Schematic design services
- o Site investigation and studies
- o Construction document services
- o Construction administration services

### PROJECT HIGHLIGHTS - SUGAR CREEK, OH

*40,000 SF addition to an existing facility*

- o Master planning for growth of overall cheese operation including a phased implementation approach
- o Construction of a new addition to house packaging, finished goods refrigerated storage, dry storage, shipping and employee areas
- o Hygienic core concept integrated in exposed finished product areas to avoid cross-contamination and increase shelf life
- o Integrated newly developed product handling and packaging methodologies into operation
- o Renovated and reconfigured existing plant areas



THANK YOU  
FOR YOUR  
CONSIDERATION

**FOOD PLANT  
ENGINEERING**  
THE HENDON REDMOND GROUP **LLC**

# AIA® Document B101™ – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the 17th day of September in the year 2019  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

West Virginia Department of Agriculture  
4496 Cedar Lakes Drive  
Jackson County, Ripley, WV 25271

and the Architect:  
(Name, legal status, address and other information)

Food Plant Engineering, LLC  
10816 Millington Court, Suite 110  
Hamilton County, Cincinnati, OH 45242

for the following Project:  
(Name, location and detailed description)

West Virginia Department of Agriculture  
Food Distribution Cooler Addition  
4496 Cedar Lakes Drive  
Jackson County, Ripley, WV 25271

The Owner and Architect agree as follows.

This document has important  
legal consequences. Consultation  
with an attorney  
is encouraged with respect to  
its completion or modification.

init.

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User Notes:

(1884242753)

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

State of West Virginia Solicitation Number 1400 AGR2000000001, Issued July 11, 2019

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The program will be developed as outlined in Exhibit B.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Storage cooler between 4,000 and 8,000 square feet in size attached to the existing building on the site.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

N/A

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To Be Determined

Init.

.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

To Be Determined

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

To Be Determined

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address, and other contact information.)

Alan Clemans  
West Virginia Department of Agriculture  
1900 Kanawha Blvd., East  
Charleston, WV 25305

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
(List name, address, and other contact information.)

None

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Potesta & Associates, Inc.  
7012 MacCorkle Avenue, SE  
Charleston, WV 25304

.2 Civil Engineer:

Ink

Potesta & Associates, Inc.  
7012 MacCorkle Avenue, SE  
Charleston, WV 25304

- .3 Other, if any:  
(List any other consultants and contractors retained by the Owner.)

§ 1.1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Mark Redmond  
Food Plant Engineering, LLC  
10816 Millington Court, Suite 110  
Cincinnati, OH 45242

§ 1.1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

GOP, Ltd.  
644 Linn Street, Suite 936  
Cincinnati, OH 45203

- .2 Mechanical Engineer:

Food Plant Engineering, LLC  
10816 Millington Court, Suite 110  
Cincinnati, OH 45242

- .3 Electrical Engineer:

Food Plant Engineering, LLC  
10816 Millington Court, Suite 110  
Cincinnati, OH 45242

§ 1.1.11.2 Consultants retained under Supplemental Services:

None

§ 1.1.12 Other Initial Information on which the Agreement is based:

None

init.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$ ) for each occurrence and (\$ ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

Init.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.



**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### **§ 3.5 Procurement Phase Services**

#### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### **§ 3.6 Construction Phase Services**

#### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Init.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 Evaluations of the Work**

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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#### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

#### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2** issue Certificates of Substantial Completion;
- .3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings (Site: Surveying & Mapping)	Architect
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning (Site: Geotechnical Evaluation)	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Supplementary Services identified in Section 4.1.1 are described in Exhibit B for:

- \_\_\_\_\_ 4.1.1.1 Programming
- \_\_\_\_\_ 4.1.1.3 Measured Drawings (Site: Surveying & Mapping)
- \_\_\_\_\_ 4.1.1.5 Site Evaluation & Planning (Site: Geotechnical Evaluation)

Supplementary Services for Section 4.1.1.8 Civil Engineering are described as follows:

- \_\_\_\_\_ Schematic Design, Design Development and Construction Documents for:
  - \_\_\_\_\_ Site grading plan for parking, drainage and internal drives
  - \_\_\_\_\_ Pavement design plan for parking, docks and internal drives
  - \_\_\_\_\_ Utility design plan for the necessary utilities to serve the proposed operation
  - \_\_\_\_\_ Drainage design plan for storm water conveyance and detention requirements
  - \_\_\_\_\_ Erosion control plan necessary to meet the SWPPP requirements

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

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- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data Item, sample and similar submittals of the Contractor
- .2 Twelve ( 12 ) visits to the site by the Architect during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's

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budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

#### **ARTICLE 8 CLAIMS AND DISPUTES**

##### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of

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compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)  
  
\$164,327.00
- .2 Percentage Basis  
(Insert percentage value)  
  
( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

4.1.1.1 Programming: \$15,299.00

4.1.1.3 Measured Drawings (Site: Surveying & Mapping): \$4,334.00

4.1.1.5 Site Evaluation & Planning (Site: Geotechnical Evaluation): \$6,220.00

4.1.1.8 Civil Engineering: Included in Stipulated Sum amount in 11.1.1

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

##### Standard Hourly Rates

Principal	- \$175.00/Hour
Project Leader/Senior Professional	- \$148.00/Hour
Team Leader/Professional	- \$124.00/Hour
Designer	- \$98.00/Hour
Administration	- \$56.00/Hour

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( % ), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Twelve</u>	percent (	<u>12</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Twenty-Seven</u>	percent (	<u>27</u>	%)
Procurement Phase	<u>Six</u>	percent (	<u>6</u>	%)
Construction Phase	<u>Thirty-Five</u>	percent (	<u>35</u>	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
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#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent ( %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

## **§ 11.10 Payments to the Architect**

### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of (\$ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### **§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

%

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

## **ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this agreement.)*

- .3 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

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- ☒ Other Exhibits Incorporated Into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: State of West Virginia Supplementary Conditions to AIA Document B101-2017  
Standard Form of Agreement Between Owner and Architect

Exhibit B: Proposal for Warehouse Cooler Addition, Page 7

Exhibit C: Insurance

- 4 Other documents:  
(List other documents, if any, forming part of the Agreement.)


This Agreement entered into as of the day and year first written above.

  
Norman Bailey (Sep 25, 2019)

**OWNER (Signature)**

Norman Bailey

(Printed name and title)

  
**ARCHITECT (Signature)**  
Mark E. Redmond, P.E. President  
(Printed name, title, and license number, if required)

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**Certification of Document's Authenticity**  
**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:31:10 ET on 09/24/2019 under Order No. 0113962168 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

President

(Title)

September 17, 2019

(Dated)

**Exhibit A**

**AIA B101-2017 Supplementary Conditions Standard form of Agreement Between Owner and Architect**

**State of West Virginia**

**State of West Virginia**

**Supplementary Conditions to AIA Document B101-2017  
Standard Form of Agreement Between Owner and Architect**

The following Supplementary Conditions modify the Standard Form of Agreement Between Owner and Architect, AIA Document B101-2017 Edition. Where a portion of the Agreement is modified or deleted by these Supplementary Conditions, the unaltered portions of the Agreement shall remain in effect.

**Order of Precedence:** The documents contained in the contract to which this document has been attached shall be interpreted in the following order of precedence:

**First Priority –** Documents developed by the State or agency and utilized to provide public notice of the solicitation, along with other general terms and conditions shall be first in priority.

**Second Priority –** This document "Supplementary Conditions to the AIA Document B101-2017 Standard Form of Agreement Between Owner and Architect" shall be second in priority.

**Third Priority –** all other AIA documents including the AIA Document A201-2017 General Conditions of the Contract for Construction shall be third or lower in priority.

**ARTICLE 1  
INITIAL INFORMATION**

§1.1.3 Section 1.1.3 is removed in its entirety.

§1.1.6.1 Section 1.1.6.1 is removed in its entirety.

§1.2 Make the following changes to Section 1.2:

In the second and third sentences, delete "shall" and substitute "may" and delete the period at the end of each sentence and add ", if applicable."

§1.3 Remove the last sentence from Section 1.3

§1.3.1 Make the following change to Section 1.3.1:

Remove the phrase "In AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM-2013, Project Building Information Modeling Protocol Form" and replace it with "In this Agreement"

**ARTICLE 2  
ARCHITECT'S RESPONSIBILITIES**

§2.1 Add the following sentences to the end of Section 2.1. Notwithstanding the foregoing, Architect is not authorized to hire

other design professionals unless doing so was expressly included in the scope of this agreement, or this agreement is appropriately modified by Change Order to include the hiring of other expressly identified design professionals. The Architect shall also satisfy the requirements for the lawful practice of architecture in the State of West Virginia.

§ 2.5 Make the following changes to Section 2.5:

Delete the section in its entirety and replace it with the following: "The Architect shall maintain the insurance specified in this Agreement either below or in other documentation included herewith.

§ 2.5.7 Make the following change to Section 2.5.7

Remove § 2.5.7 in its entirety and replace it with the following: "The Owner must be listed as an additional insured on all insurance mandated by this Agreement, excluding professional liability insurance."

Add the following Sections to Article 2:

§2.6 The format and minimum standard of quality to be used by the Architect in preparing specifications for the Project shall be AIA MASTERSPEC or equal, and the Architect shall use the CSI

## Exhibit A

### AIA B101-2017 Supplementary Conditions Standard form of Agreement Between Owner and Architect

State of West Virginia

Masterformat numbering system, unless a different standard is approved in writing by the owner

§2.7 The Architect shall review laws, codes and regulations applicable to the Architect's services and shall comply in the design of the Project with applicable provisions and standards of the West Virginia Building Code, the West Virginia Fire Code and the Americans with Disabilities Act (ADA). The most stringent application of these codes and standards shall apply. In the design of the Project, the Architect shall comply with the requirements imposed by governmental authorities having jurisdiction.

#### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§3.1.1 Add the phrase "consult with Owner," after the word "services" in the first sentence.

§3.1.2 Make the following change to Section 3.1.2:

In the third sentence, after "shall" add "thoroughly review the services and information for completeness and sufficiency and".

§3.1.6 Delete Section 3.1.6 in its entirety and substitute the following:

§3.1.6 The Architect shall furnish and submit substantially completed construction documents to all governmental agencies having jurisdiction over the Project, shall assist the Owner in securing their approval, and shall incorporate changes in the Construction Documents as may be required by such authorities.

Add the following Section to Article 3:

§3.1.7 The Architect is responsible for the coordination of all drawings and design documents relating to Architect's design used on the Project, regardless of whether such drawings and documents are prepared or provided by Architect, by Architect's consultants, or by others. If preliminary or design development Work has been performed by others, Architect is nevertheless fully responsible for and accepts full responsibility for such earlier Work when Architect performs subsequent phases of the basic services called for under this Agreement, as fully as if the preliminary, schematic, and design development Work had been performed by the Architect itself. Architect is responsible for coordination and internal checking of all drawings and for the accuracy of all dimensional and layout information contained therein, as fully as if each drawing were prepared by Architect. Architect is responsible for the completeness and accuracy of all drawings and specifications submitted by or through Architect and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

#### §3.2 SCHEMATIC DESIGN PHASE SERVICES

§3.2.2 Make the following change to Section 3.2.2:

In the second sentence, after the word "Architect" add "shall review such information to ascertain that it is consistent with the requirements of the Project and".

#### §3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.2 Delete Section 3.4.2 in its entirety and substitute the following:

§3.4.2 Construction drawings, specifications, or other Construction Documents submitted by Architect must be complete and unambiguous and in compliance with all applicable codes, ordinances, statutes, regulations, and laws. By submitting the same, Architect certifies that Architect has informed the Owner of any tests, studies, analyses, or reports that are necessary or advisable to be performed by or for the Owner at that point in time. Architect shall confirm these facts in writing to the Owner.

#### §3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 Make the following change to Section 3.5.1:

In the first sentence, delete the period at the end of the sentence and add "which may include the development and implementation of a prequalification process."

§3.5.2 Make the following changes to § 3.5.2.

§3.5.2.2.1 Remove section 3.5.2.2.1 in its entirety and replace it with the following:

"§ 3.5.2.2.1 facilitating the distribution of plans and specifications (and in cases where Owner expressly authorizes it, distribution of bid documents) to prospective bidders per the Owner's instructions;"

§3.5.2.2.2 Remove section 3.5.2.2.2 in its entirety and replace it with

"§ 3.5.2.2.2 attending and assisting Owner in conducting a pre-bid conference for prospective bidders (and in cases where Owner expressly authorizes it, conduct the pre-bid conference);"

§3.5.2.2.3 Remove section 3.5.2.2.3 in its entirety and replace it with the following:

preparing responses to technical questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents that will be released to the prospective bidders in the form of addenda by the Owner (and in cases where Owner expressly authorizes it, releasing the addenda on Owner's behalf).

§3.5.2.2.4 Remove Section 3.5.2.4 in its entirety and replace it with the following:

## Exhibit A

### AIA B101-2017 Supplementary Conditions Standard form of Agreement Between Owner and Architect

State of West Virginia

if expressly authorized by Owner, and permitted by applicable procedure and law, organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§3.5.2.3. Remove the phrase "and distribute" and include the phrase "for distribution by Owner (and in cases where Owner expressly authorizes it, distributing the addenda on Owner's behalf)" at the end of the sentence.

§3.5.3 Negotiated Proposals. Remove Section 3.5.3 in its entirety.

## §3.6 CONSTRUCTION PHASE SERVICES

### § 3.6.1 GENERAL

§ 3.6.1.1 Delete the last sentence in its entirety and substitute the following:

The State of West Virginia's Supplementary Conditions to the General Conditions of the Contract for Construction shall be adopted as part of the Contract Documents and shall be enforceable under this Agreement.

Add the following Section to 3.6.1:

§3.6.1.4 The Architect shall be responsible for conducting progress meetings as needed and for the preparation, distribution, and accuracy of minutes pertaining thereto to all parties as directed by the Owner.

### §3.6.2 EVALUATIONS OF THE WORK

§3.6.2.1 Delete the second sentence in its entirety and substitute the following:

Although the Architect is not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, the Architect shall carefully review the quality and quantity of the Work at appropriate intervals necessary for Architect to remain aware and knowledgeable of issues or problems that have developed, or could reasonably be foreseen, during construction as part of the Architect's design and contract administration services, shall issue written reports of such reviews to the Owner, Owner representatives, and the Contractor, and further shall conduct any additional reviews at any other time as reasonably requested by the Owner. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents

§ 3.6.2.2 Delete the first sentence of 3.6.2.2 in its entirety and substitute the following:

The Architect shall have the authority and obligation to reject Work that does not conform to the Contract Documents.

§3.6.2.4 Delete Section 3.6.2.4 in its entirety and substitute the following:

§3.6.2.4 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. Architect shall also make initial decisions on matters relating to consistency with intent of contract documents, including aesthetic effect, however, the Owner, reserves the right make final decisions on issues of consistency with intent and aesthetic effect.

### §3.6.4 SUBMITTALS

§3.6.4.2 Make the following changes to Section 3.6.4.2:

Delete the first sentence in its entirety and substitute the following:

The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples. The Architect's review of Contractor's submittals must determine the following: (1) if such submittals are in compliance with applicable laws, statutes, ordinances, codes, orders, rules, regulations; and (2) if the Work affected by and represented by such submittals is in compliance with the requirements of the Contract Documents. Architect shall promptly notify the Owner and Contractor of any submittals that do not comply with applicable laws, statutes, ordinances, codes, orders, rules, regulations, or requirements of the Contract Documents. Architect is responsible for determining what aspects of the Work will be the subject of shop drawings or submittals. Architect shall not knowingly permit such aspects of the Work to proceed in the absence of approved shop drawings and submittals. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In the second sentence, delete the words "or performance".

§3.6.4.5 Make the following change to Section 3.6.4.5:

Add ", including a submittal log," after "The Architect shall maintain a record of submittals".

### §3.6.5 CHANGES IN THE WORK

§3.6.5.2 Make the following changes to Section 3.6.5.2:

## Exhibit A

AIA B101-2017 Supplementary Conditions Standard form of Agreement Between Owner and Architect

State of West Virginia

Section 3.6.5.2 shall now be Section 3.6.5.3. Section 3.6.5.2 shall read as follows:

**§3.6.5.2** If the Architect and the Owner determine that the implementation of the requested change would result in a change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner who may authorize further investigation of such change.

**§ 3.6.5.3** Add the following to the end of Section 3.6.5.3:

Additionally, the Architect shall review and, upon request by Owner, provide written documentation of the same of all change order requests and proposals with respect to the following criteria:

- .1 confirm proposed change is a material change to the Contract;
- .2 confirm appropriate credits are included for Work not completed;
- .3 verify that the proposed additional cost or credit is reasonable with respect to industry standards. Cost verifications may, as authorized by Owner, include independent estimates and/or consultations with contractors and vendors; and
- .4 confirm that the appropriate back up documentation is included and mathematically correct including mark ups and taxes pursuant to the requirements of the Contract Documents.

### **ARTICLE 4 ADDITIONAL SERVICES**

#### **§4.2 Architect's Additional Services**

**§4.2.1** Make the following changes to Section 4.2.1:

- .6 Before the semicolon insert ", provided such alternate bids or proposals are not being used for budget control"
- .9 Delete this provision in its entirety and replace it with "assist owner with owner's evaluation of the qualifications of entities providing bids or proposals."

**§4.2.2** Make the following changes to Section 4.2.2:

- .3 After the last sentence in the first paragraph, insert the following:

This provision only applies to the extent that such services required or requested from the Architect represent a material

change in the services that are already required of the Architect for completion of the Project"

- 4 Before the semicolon insert ", provided such claims are not the result of the Architect's action, inaction, errors, or omissions"

### **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§5.2** Make the following change to Section 5.2:

In the first sentence, after "The Owner" add ", with Architect's assistance,"

Add the following Section to Article 5:

**§5.3.1** The Owner has the right to reject any portion of the Architect's Work on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the Architect's provision of services during the construction of the Project, or any other design Work or documents on any reasonable basis, including, but not limited to aesthetics or because in the Owner's opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work. If at any time the Architect's Work is rejected by the Owner, the Architect must proceed when requested by the Owner, to revise the design Work or documents prepared for that phase to the Owner's satisfaction. These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Work previously approved by the Owner under previous phases, in which case such revision services will be paid as a Change in Services. Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder, such revision services will be paid as a Change in Services. The Architect must so notify the Owner of all Changes in Services in writing and receive approval from Owner before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to the Architect for additional Work or Changes in Services without such written approval by Owner.

**§5.5** Make the following changes to Section 5.5:

In the first sentence, delete "shall" and substitute "may".

Add the following sentence at the end of Section 5.5:

The Owner may, in its sole discretion, request that the Architect secure these services by contracting with a third party.

**§5.8** Make the following change to Section 5.8:

## Exhibit A

AIA B101-2017 Supplementary Conditions Standard form of Agreement Between  
Owner and Architect

State of West Virginia

In the third sentence, delete "shall" and substitute "may".

### §5.9 Make the following change to Section 5.9:

At the beginning of this sentence, insert "Unless otherwise provided in this Agreement,"

### §5.11 Add the following sentence to the beginning of Section 5.11:

The Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect.

### § 5.15 Remove § 5.15 in its entirety.

## **ARTICLE 6 COST OF WORK**

§ 6.1 Delete the phrase "and shall include contractors' general conditions costs, overhead and profit" from Section 6.1. Delete the second sentence of Section 6.1 in its entirety and replace it with the following:

"In the event that Owner plans to utilize its own resources (labor, machinery, or materials) for part of the project, Owner and Architect must discuss the impact of that choice on the design and Cost of the Work prior to executing this Agreement. If Owner and Architect agree that such amounts will be included in the Cost of the Work, then that cost will be determined in advance and incorporated into this Agreement. Failure to do so will result in such costs being excluded from the Cost of the Work."

### §6.3 Delete Section 6.3 in its entirety and substitute the following:

§6.3 In preparing estimates for the cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation, and in consultation with the Owner, to determine what materials, equipment, component systems and types of construction to be included in the Construction Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimate of Cost of the Work to meet the Owner's adjusted budget. If an increase in the Contract Sum occurring after execution of the Contract for Construction caused the Project budget to be exceeded, the Project budget shall be increased accordingly.

§ 6.5 Remove the phrase "shall cooperate with the Architect in making such adjustments" and replace with "may cooperate with Architect in making such adjustments, at its sole discretion."

§6.6.2 After the word "renegotiating" insert "(renegotiation being limited to instances where Owner is legally authorized to renegotiate)"

### §6.7 Delete Section 6.7 in its entirety and substitute the following:

§6.7 If the Owner chooses to proceed under Section 6.6.2, the Architect, without additional compensation, shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the documents which the Architect is responsible for preparing under this Agreement as necessary to comply with the Owner's budget for the Cost of the Work, and shall assist the Owner in rebidding or renegotiating the Project within a reasonable time. The modification of such documents and the rebidding or renegotiating of the Project shall be the limit of the Architect's responsibility under Section 6.6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

### §7.3 Make the following changes to Section 7.3:

In the first sentence, insert "irrevocable, royalty-free, right and" after the word "nonexclusive" and delete the words "solely and exclusively".

Delete the last sentence of Section 7.3 and substitute the following:

Upon completion of the Project, or upon termination of this Agreement for any reason prior to the completion of the Project, Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, royalty-free, right and license to use all of the Instruments of Service for any and all purposes related to the Project in any manner the Owner deems fit, including the following:

- a. Electronics Filing and Archiving for the purpose of record keeping at Owner designated areas;
- b. Any future renovation, addition, or alteration to the Project; and
- c. Any future maintenance or operations issue as it pertains to the Project.

Architect or Architect's Consultants shall not be responsible for any modifications to the Work made by Owner or Owner's representatives using the Architect's Instruments of Service.

### §7.3.1 Delete the second sentence of Section 7.3.1.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### §8.1 GENERAL

### §8.1.1 Delete Section 8.1.1 in its entirety and substitute the following:

§8.1.1 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued

## Exhibit A

### AIA B101-2017 Supplementary Conditions Standard form of Agreement Between Owner and Architect

State of West Virginia

and the applicable statutes of limitations shall commence to run pursuant to applicable provisions of the West Virginia Code.

#### §8.1.3 Make the following change to Section 8.1.3:

At the beginning of the first sentence, insert "Unless otherwise agreed by the Parties."

#### Add the following Section to Article 8.1:

§8.1.4 The Owner may suffer financial loss if the Architect's services are not completed within the schedule approved by the Owner in accordance with Section 3.1.3. If so provided, the Architect shall be liable for and shall pay the Owner, as liquidated damages and not as a penalty, any sum(s) stated in this Agreement.

Allowances may be made for delays beyond the control of the Architect. All delays and adjustments to the Architect's schedule must be properly documented and approved by the Owner in accordance with Section 3.1.3.

#### §8.2 MEDIATION

##### §8.2 Make the following changes to Section 8.2:

§8.2.1 In both instances where it appears, delete "binding dispute resolution" and substitute "litigation in a court of competent jurisdiction."

##### §8.2.2 Delete this Section in its entirety and substitute the following:

The parties shall endeavor to resolve their Claims by non-binding mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.

##### § 8.2.3 Add to the end of the first sentence in Section 8.2.3. the phrase

"unless fee sharing is prohibited due to a lack of a specific Legislative appropriation for the expenses. In the event that Owner determines that fee sharing is prohibited, the Architect may choose to mediate and pay the entire fee, or the parties will forgo mediation and pursue other available remedies."

##### §8.2.4 Delete this Section in its entirety and substitute the following:

If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of litigation shall be in accordance with Section 8.3.

#### §8.3 ARBITRATION

##### §8.3 Delete Section 8.3 in its entirety and substitute the following:

#### §8.3 SETTLEMENT OF CLAIMS

§8.3.1 The Parties understand that this sovereign immunity and the Constitution of the State of West Virginia prohibit the State and Owner, from entering into binding arbitration. Notwithstanding any provision to the contrary in the Contract Documents, all references to arbitration, regardless of whether they are included in the AIA Document B101-2017 or another related document are hereby deleted.

§8.3.2 Any claim, dispute or other matter in question arising out of this Agreement which cannot be settled between the parties shall, in the case of the Architect, be submitted to the West Virginia Claims Commission, and in the case of the Owner, to the Circuit Court of Kanawha County or any other court of competent jurisdiction as the Owner may elect.

#### ARTICLE 9 TERMINATION OR SUSPENSION

##### §9.1 Make the following changes to Section 9.1:

In the first sentence, after "If the Owner fails to make payments to the Architect" add "of undisputed amounts". In the third sentence, after "In the event of a suspension of services," add "in accordance herewith". In the fourth sentence, after "Before resuming services, the Architect shall be paid all sums due prior to suspension and" add "shall negotiate with the Owner for".

##### §9.2 Make the following changes to Section 9.2:

In the first sentence, after "If the Owner suspends the Project" add "for more than 30 consecutive days".

Delete the last two sentences in Section 9.2 and substitute the following:

When the Project is resumed, the Owner and the Architect shall negotiate the amount of any compensation the Owner will pay the Architect for expenses incurred in the interruption and resumption of the Architect's services. The Owner and the Architect shall negotiate any adjustments to the Architect's fees for the remaining services and the time schedules for completion.

##### §9.6 Make the following changes to Section 9.6:

Delete "costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements".

##### §9.7 Delete Section 9.7 in its entirety and substitute the following:

## Exhibit A

### AIA B101-2017 Supplementary Conditions Standard form of Agreement Between Owner and Architect

State of West Virginia

§9.7 Service performed under this Agreement may be continued in succeeding fiscal years for the term of the Agreement contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated or otherwise available for this service, the Agreement shall terminate without penalty on June 30. After such date the Agreement becomes null and void.

Add the following Section to Article 9:

§9.10 In the event of any termination under this Article, the Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire in accordance with applicable practice laws contained in Chapter 30, Article 12 of the West Virginia Code, or elsewhere. Any services provided by Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Make the following changes to Section 10.1:

Remove the last sentence referencing arbitration in its entirety.

§10.2 Make the following changes to Section 10.2:

At the end of the sentence, delete the period and add ", as modified by the State of West Virginia Supplementary Conditions to the AIA Document A201-2017, General Conditions of the Contract for Construction."

§10.3 Add the following sentence to the end of Section 10.3:

The Architect shall execute all consents reasonably required to facilitate such assignment.

§10.6 Add the following sentence to the end of Section 10.6:

The Architect shall immediately report to the Owner's project manager the presence, handling, removal or disposal of, or exposure of persons to and location of any hazardous material which it discovers.

§10.8.1 Remove the phrases "after 7 days' notice to the other party," and "arbitrator's order" from Section 10.8.1.

#### ARTICLE 11

#### COMPENSATION

§11.4 Make the following changes to Section 11.4:

After the word "shall", insert "not exceed a multiple of 1.15 times the amount billed to the Architect for such Additional Services" and delete the rest of that sentence.

§11.6.1 Delete the last sentence of Section 11.6.1 in its entirety.

§11.7 Delete Section 11.7 in its entirety and substitute the following:

§11.7 The Architect's rates and multiples for service as set forth in this Agreement shall remain in effect for the life of this Agreement unless unforeseen events which are not the fault of the Architect delay the Project completion. In such event, an equitable adjustment in the Architect's rates may be negotiated with the Owner.

#### §11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§11.8.1 Delete Sections 11.8.1.4 and 11.8.1.5 in their entirety and substitute the following:

§11.8.1.4 The expense of reproductions, postage and handling of bidding documents shall be a Reimbursable Expense, however, the expense of reproductions, plots, standard form documents, postage, handling, and delivery of instruments of Service for the Owner's use and for review of governmental agencies having jurisdiction over the Project shall not be a Reimbursable Expense but shall be covered in the Architect's Compensation under §11.1.

§11.8.2 Delete Section 11.8.2 in its entirety and substitute the following:

§11.8.2 For Reimbursable Expenses described in Section 11.8.1.1, compensation to the Architect shall be at actual cost and shall be made pursuant to the Owner's travel regulations. For those expenses described in Sections 11.8.1.2 through 11.8.1.11, the compensation shall be computed as a multiple of 1.15 times the expenses incurred by the Architect, the Architect's employees and consultants.

§11.9 Architect's Insurance

§11.9 Delete Section 11.9 in its entirety.

#### §11.10 PAYMENTS TO THE ARCHITECT

§11.10.1 Delete Section 11.10.1 in its entirety.



**Exhibit A**

**AIA B101-2017 Supplementary Conditions Standard form of Agreement Between  
Owner and Architect**

**State of West Virginia**

**§11.10.2 Delete Section 11.10.2 in its entirety and substitute the  
following:**

**§11.10.2 Payments are due and payable thirty (30) days from the  
date of receipt of the Architect's invoice by the Owner.**

**§11.10.2.2 Delete Section 11.10.2.2 in its entirety.**

**ARTICLE 13  
SCOPE OF THE AGREEMENT**

**Add the following Section to 13.2:**

**§13.2.4 State of West Virginia Supplementary Conditions to AIA  
Document B101-2017, Standard Form of Agreement Between  
Owner and Architect; Other documents included by the Owner in  
the solicitation requesting expressions of interest, and the contract  
award to Architect.**

**END OF SUPPLEMENTARY CONDITIONS TO AIA  
DOCUMENT B101-2017**

Exhibit A

AIA B101-2017 Supplementary Conditions Standard form of Agreement Between  
Owner and Architect

State of West Virginia

The Owner and Architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the Owner and Architect have entered into this Agreement as of the date and year as written below.

Owner:

Architect:

By:

Norman Bailey  
Norman Bailey (Sep 25, 2019)

By:

[Signature]

Title:

Chief of Staff

Title:

President

Date:

Sep 25, 2019

Date:

September 17, 2019

This Supplementary Conditions to AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect, has been approved as to form on this 10th day of October, 2018, by the West Virginia Attorney General's office as indicated in the signature line below. Any modification of this document is void unless expressly approved in writing by the West Virginia Attorney General's Office.

PATRICK MORRISSEY, ATTORNEY GENERAL

BY:

[Signature]  
DEPUTY ATTORNEY GENERAL



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

State of West Virginia  
**Contract**

Order Date: 2020-03-18

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

<b>Order Number:</b> CCT 1400 1400 AGR2000000001	<b>Procurement Folder:</b> 597725
<b>Document Name:</b> Expression of Interest	<b>Reason for Modification:</b>
<b>Document Description:</b> Change Order # 1 A/E Services, New Cooler Unit at Food Dist	Change Order No. 1
<b>Procurement Type:</b> Central Contract - Fixed Amt	To add Reimbursable Expenses per the pricing page in the original contract.
<b>Buyer Name:</b> Jessica S Chambers	
<b>Telephone:</b> (304) 558-0246	
<b>Email:</b> jessica.s.chambers@wv.gov	
<b>Shipping Method:</b> Best Way	<b>Effective Start Date:</b> 2019-10-01
<b>Free on Board:</b> FOB Dest, Freight Prepaid	<b>Effective End Date:</b> 2020-09-30

VENDOR	DEPARTMENT CONTACT
<b>Vendor Customer Code:</b> VC0000069367 FOOD PLANT ENGINEERING LLC 10816 MILLINGTON COURT STE 110  CINCINNATI OH 45242  US <b>Vendor Contact Phone:</b> (513) 488-8888 <b>Extension:</b> <b>Discount Percentage:</b> 0.0000 <b>Discount Days:</b> 0	<b>Requestor Name:</b> Alan Clemans <b>Requestor Phone:</b> (304) 558-2221 <b>Requestor Email:</b> aclemans@wvda.us

INVOICE TO	SHIP TO
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF  ADMINISTRATIVE SERVICES  1900 KANAWHA BLVD E  CHARLESTON WV 25305-0173  US	AUTHORIZED RECEIVER 304-558-0573 AGRICULTURE DEPARTMENT OF  FOOD DISTRIBUTION PROGRAM  4496 CEDAR LAKES RD  RIPLEY WV 25271  US

<b>Total Order Amount:</b>	\$190,430.99
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<b>PURCHASING DIVISION AUTHORIZATION</b> <b>SIGNED BY:</b> Guy Nisbet <b>DATE:</b> 2020-03-09 <b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> <b>SIGNED BY:</b> John S Gray <b>DATE:</b> 2020-03-17 <b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ENCUMBRANCE CERTIFICATION</b> <b>SIGNED BY:</b> Beverly A Toler <b>DATE:</b> 2020-03-18 <b>ELECTRONIC SIGNATURE ON FILE</b>
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**Extended Description :**

Change Order No. 1

issued to increase the original contract according to all terms, conditions, and specifications contained in the original contract. The contract price is increased as defined in the attached documentation.

All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and effect.

Original Contract Price: \$190,180.00  
Change Order # 1 Increase: \$ 250.99  
New Contract Total: \$190,430.99

No Other Changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81000000	0.00000			\$190,180.00
Service From	Service To	Manufacturer	Model No	Delivery Date	
2019-10-01	2020-09-30				

**Commodity Line Description:** Engineering Services**Extended Description:**

Engineering Services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81000000	0.00000			\$250.99
Service From	Service To	Manufacturer	Model No	Delivery Date	
2019-10-01	2020-09-30				

**Commodity Line Description:** Engineering Services**Extended Description:**

Engineering Services

# West Virginia Department of Agriculture

Kent A. Leonhardt, Commissioner  
Joseph L. Hatton, Deputy Commissioner



March 4, 2020

Jessica Chambers  
WV Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305

**RE: Change Order #1 for Food Plant Engineering (CCT AGR20\*1) A/E Services, New Cooler Unit**

The WV Department of Agriculture (WVDA) has received an invoice for allowable reimbursable expenses under the contract in section (Programming Reimbursable Expenses). Those cost to date is \$ 250.99 and are for Auto travel mileage, meals, which are needed to get engineering administration review over the project.

Sincerely,  
  
Alan Clemons, Assistant Director  
Administrative Services Division

ok  
CF

# Lora A Hammack



**Food Plant Engineering LLC**  
10816 Millington Ct  
STE 110  
Cincinnati, OH 45242  
513-486-8888

I hereby certify that the items listed hereon have been received and approved for payment.					
Name: <i>Lora Hammack</i>				Date: Feb 18, 2020	
FL ND	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO		SPEC HAND
PROG/PROG PERIOD				AMOUNT	

WV Agriculture Department of Administrative Services  
Alan Clemans  
1900 Kanawha Blvd. E  
Charleston, WV 25305-0173

Invoice number 56830  
Date 01/06/2020

Project 6244-002 WVDA Warehouse Cooler Addition

Order Number: CCT 1400 AGR2000000001

For Professional Services 10-21-19 thru 01-06-20

## INVOICE SUMMARY

Description	Total Billed To Date	Current Billed
Survey & Mapping Reimbursable Expense	0.00	0.00
Geotechnical Evaluation Reimbursable Expense	0.00	0.00
Programing Reimbursable Expenses	250.99	250.99
<b>Total</b>	<b>250.99</b>	<b>250.99</b>

## REIMBURSABLES

	Units	Rate	Billed Amount
Travel - Meals			22.84
Miles	390.00	0.585	228.15
<b>REIMBURSABLES subtotal</b>			<b>250.99</b>

Invoice total **250.99**

## Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
56830	01/06/2020	250.99	250.99				
<b>Total</b>		<b>250.99</b>	<b>250.99</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

## Norman Bailey

TERMS: NET 30

I hereby certify that the items listed hereon have been received and approved for payment.					
Name: <i>Norman Bailey</i>				Date: Feb 18, 2020	
FL ND	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO		SPEC HAND
PROG/PROG PERIOD				AMOUNT	

Invoice date 01/06/2020

Invoice number 56830

Page 1

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BUY ONE GET ONE FREE QUARTER POUNDER  
W/CHEESE OR EGG MCNUFFIN  
Go to [www.mcdvoice.com](http://www.mcdvoice.com) within 7 days  
and tell us about your visit.  
Validation Code: \_\_\_\_\_  
Expires 30 days after receipt date.  
Valid at participating US McDonald's.  
Survey Code:  
14339-01311-02419-07110-00083-4

McDonald's Restaurant #14339  
109 STATE RTE 325 NORTH  
RIO GRANDE, OH 45674  
TEL# 740 245 5158

### LOCATOR # 34

KS# 1 10/24/2019 07:11 AM  
Side1 Order 31

1 Sausage Biscuit	1.49
1 Snr Premium Roast	1.00
ADD Cream	
1 Sau Egg McMuff M1-Hb	5.29
1 L Coke	
Subtotal	7.78
Tax	0.56
Eat-In Total	8.34
Cashless	8.34
Change	0.00

MER# 510838  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT  
CHIP READ  
AUTHORIZATION CODE - 042596  
SEQ# 016609  
AID: A000000031010

McDonald's Restaurant

8.34

Join Our Team! *Jack W*  
Text "BK" to 304-398-6642

Burger King 11122  
2151 Cedar Lakes Road  
Ripley, WV 25271  
304-372-1022

ORDER 38

EAT IN

\*WHOPPER  
\*SM FRY  
\*SM COKE  
\*WHOPPER CHS  
\*SM FRY  
\*LG COKE

SUBTOTAL	13.80
VAT (6%) T	0.83
TOTAL	14.63
CREDIT CARD	14.63
CHANGE	0.00

TOTAL CHARGE

14.50

VISA

AcctNum: \*\*\*\*\*4857  
Auth: 015278  
Type: CREDIT  
CTrand: 13647  
Merchant Id: 456161835990

RETAIN THIS COPY FOR YOUR RECORDS  
CUSTOMER COPY

Survey Code: 223 (-58101-24122-190220)

Thu Oct 24 2019 12:26 PM T=00L I=3 C=103



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

State of West Virginia  
**Contract**

Order Date: 2020-05-14

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

<b>Order Number:</b> CCT 1400 1400 AGR2000000001	<b>Procurement Folder:</b> 597725
<b>Document Name:</b> Expression of Interest	<b>Reason for Modification:</b>
<b>Document Description:</b> Change Order # 2 A/E Services, New Cooler Unit at Food Dist	Change Order # 2
<b>Procurement Type:</b> Central Contract - Fixed Amt	To add Reimbursable Expenses per the pricing page in the original contract.
<b>Buyer Name:</b> Jessica S Chambers	
<b>Telephone:</b> (304) 558-0246	
<b>Email:</b> jessica.s.chambers@wv.gov	
<b>Shipping Method:</b> Best Way	<b>Effective Start Date:</b> 2019-10-01
<b>Free on Board:</b> FOB Dest, Freight Prepaid	<b>Effective End Date:</b> 2020-09-30

VENDOR	DEPARTMENT CONTACT
<b>Vendor Customer Code:</b> VC0000069367 FOOD PLANT ENGINEERING LLC 10816 MILLINGTON COURT STE 110  CINCINNATI OH 45242  US <b>Vendor Contact Phone:</b> (513) 488-8888 <b>Extension:</b> <b>Discount Percentage:</b> 0.0000 <b>Discount Days:</b> 0	<b>Requestor Name:</b> Alan Clemans <b>Requestor Phone:</b> (304) 558-2221 <b>Requestor Email:</b> aclemans@wvda.us

INVOICE TO	SHIP TO
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF  ADMINISTRATIVE SERVICES  1900 KANAWHA BLVD E  CHARLESTON WV 25305-0173  US	AUTHORIZED RECEIVER 304-558-0573 AGRICULTURE DEPARTMENT OF  FOOD DISTRIBUTION PROGRAM  4496 CEDAR LAKES RD  RIPLEY WV 25271  US

<b>Total Order Amount:</b>	\$190,682.57
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<b>PURCHASING DIVISION AUTHORIZATION</b> <b>SIGNED BY:</b> Tara Lyle <b>DATE:</b> 2020-05-08 <b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> <b>SIGNED BY:</b> John S Gray <b>DATE:</b> 2020-05-11 <b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ENCUMBRANCE CERTIFICATION</b> <b>SIGNED BY:</b> Beverly A Toler <b>DATE:</b> 2020-05-14 <b>ELECTRONIC SIGNATURE ON FILE</b>
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**Extended Description :**

Change Order No. 2

issued to increase the original contract according to all terms, conditions, and specifications contained in the original contract. The contract price is increased as defined in the attached documentation.

All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and effect.

Original Contract Price: \$190,180.00  
 Change Order # 1 Increase: \$ 250.99  
 Change Order # 2 Increase \$ 251.58  
 New Contract Total: \$190,682.57

No Other Changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81000000	0.00000			\$190,180.00
Service From	Service To	Manufacturer	Model No	Delivery Date	
2019-10-01	2020-09-30				

**Commodity Line Description:** Engineering Services**Extended Description:**

Engineering Services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81000000	0.00000			\$250.99
Service From	Service To	Manufacturer	Model No	Delivery Date	
2019-10-01	2020-09-30				

**Commodity Line Description:** Engineering Services**Extended Description:**

Engineering Services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	81000000	0.00000			\$251.58
Service From	Service To	Manufacturer	Model No	Delivery Date	
2020-01-07	2020-03-31				

**Commodity Line Description:** Engineering Services**Extended Description:**

Engineering Services

# West Virginia Department of Agriculture

Kent A. Leonhardt, Commissioner  
Joseph L. Hatton, Deputy Commissioner



April 29, 2020

Jessica Chambers  
WV Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305

**RE: Change Order #2 for Food Plant Engineering (CCT AGR20\*1) A/E Services, New Cooler Unit**

The WV Department of Agriculture (WVDA) has received an invoice for allowable reimbursable expenses under the contract in section (Programming Reimbursable Expenses). Those cost to date is \$ 251.58 and are for Auto travel mileage, meals, which are needed to get engineering administration review over the project.

Sincerely,

A handwritten signature in dark ink, appearing to read "Alan Clemans", is written over a horizontal line.

Alan Clemans (Apr 30, 2020)

**Alan Clemans, Assistant Director**  
**Administrative Services Division**



**Food Plant Engineering LLC**  
 10816 Millington Ct  
 STE 110  
 Cincinnati, OH 45242  
 513-488-8888

I hereby certify that the items listed hereon have been received and approved for payment.					
Name:				Date:	
FL NO	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO		SPEC HAND
PROG/PROG PERIOD				AMOUNT	

WV Agriculture Department of Administrative Services  
 Alan Clemans  
 1900 Kanawha Blvd. E  
 Charleston, WV 25305-0173

Invoice number 56896  
 Date 03/31/2020

Project **6244-002 WVDA Warehouse Cooler Addition**

Order Number: CCT 1400 AGR2000000001

Professional Services from 01-07-2020 thru 03-31-2020

### INVOICE SUMMARY

Description	Total Billed To Date	Current Billed
Survey & Mapping Reimbursable Expense	0.00	0.00
Geotechnical Evaluation Reimbursable Expense	0.00	0.00
Programing Reimbursable Expenses	502.57	251.58
<b>Total</b>	<b>502.57</b>	<b>251.58</b>

### REIMBURSABLES

	Units	Rate	Billed Amount
Travel - Meals			12.90
Miles	408.00	0.585	238.68
<b>REIMBURSABLES subtotal</b>			<b>251.58</b>

Invoice total **251.58**

### Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
56830	01/06/2020	250.99				250.99	
56896	03/31/2020	251.58	251.58				
<b>Total</b>		<b>502.57</b>	<b>251.58</b>	<b>0.00</b>	<b>0.00</b>	<b>250.99</b>	<b>0.00</b>

TERMS: NET 30

I hereby certify that the items listed hereon have been received and approved for payment.					
Name:				Date:	
FL NO	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO		SPEC HAND
PROG/PROG PERIOD				AMOUNT	

# Mileage Log

Date:

3/18/2020

Project:

West Virginia D.O.A

Name of Employee:

JACK / Dan

Vehicle:

BLACK ACURA

Odometer Reading

Start:

054600

Finish:

055008

Order # 85

ORDER 85

DRIVE THRU - Lane 1

WHOPPER JR

SM DIET

18/0 CRISPY CHN

AND FRY

\*MD LEMONADE

SUBTOTAL

AV TAX (6%) T

12.17

0.73

TOTAL

CREDIT CARD

CHANGE

12.90

0.00

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

State of West Virginia  
**Contract**

Order Date: 10-05-2020

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 1400 1400 AGR2000000001 6	Procurement Folder:	597725
Document Name:	Expression of Interest	Reason for Modification:	
Document Description:	Change Order # 3 A/E Services, New Cooler Unit at Food Dist	Change Order # 3	
Procurement Type:	Central Contract - Fixed Amt	To Renew the contract under the same terms & Conditions as the original contract. Also to add Reimbursable expenses per the pricing page in the original contract.	
Buyer Name:	Jessica S Chambers		
Telephone:	(304) 558-0246		
Email:	jessica.s.chambers@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2019-10-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2021-09-30

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code: VC0000069367				Requestor Name: Alan M Clemans	
FOOD PLANT ENGINEERING LLC				Requestor Phone: (304) 558-2221	
10816 MILLINGTON COURT STE 110				Requestor Email: aclemans@wvda.us	
CINCINNATI		OH	45242		
US					
Vendor Contact Phone: 513-488-8888		Extension:			
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
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES  1900 KANAWHA BLVD E  CHARLESTON WV 25305-0173  US	AUTHORIZED RECEIVER 304-558-0573 AGRICULTURE DEPARTMENT OF FOOD DISTRIBUTION PROGRAM  4496 CEDAR LAKES RD  RIPLEY WV 25271  US

Total Order Amount: \$195,750.32

PURCHASING DIVISION AUTHORIZATION SIGNED BY: Guy Nisbet  DATE: 2020-09-29 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: John S Gray  DATE: 2020-10-01 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: Beverly A Toler  DATE: 2020-10-05 ELECTRONIC SIGNATURE ON FILE
--	--	---

**Extended Description:**

Change Order No. 3

is issued to increase the original contract according to all terms, conditions, and specifications contained in the original contract. The contract price is increased as defined in the attached documentation.

All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and effect.

Original Contract Price: \$190,180.00  
 Change Order # 1 Increase: \$ 250.99  
 Change Order # 2 Increase: \$ 251.58  
 Change Order # 3 Increase: \$ 5,067.75  
 New Contract Total: \$195,750.32

is issued to renew the current contract under the same terms and conditions and specifications contained in the original contract including all authorized change orders. Attached renewal documentation is attached:

Effective date of renewal: 10/1/2020 through 9/20/2021

Renewals remaining :(2)

All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and effect.

No Other Changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81000000	0.00000		0.000000	\$190,180.00
Service From	Service To	Manufacturer		Model No	
2019-10-01	2021-09-30				

**Commodity Line Description:** Engineering Services

**Extended Description:**

Engineering Services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81000000	0.00000		0.000000	\$250.99
Service From	Service To	Manufacturer		Model No	
2019-10-01	2020-09-30				

**Commodity Line Description:** Engineering Services

**Extended Description:**

Engineering Services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	81000000	0.00000		0.000000	\$251.58
Service From	Service To	Manufacturer		Model No	
2020-01-07	2020-03-31				

**Commodity Line Description:** Engineering Services

**Extended Description:**

Engineering Services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	81000000	0.00000		0.000000	\$5,067.75
Service From	Service To	Manufacturer		Model No	
2019-10-01	2021-09-30				

Commodity Line Description:    Engineering Services

Extended Description:  
Engineering Services

## West Virginia Department of Agriculture

Kent A. Leonhardt, Commissioner  
Joseph L. Hatton, Deputy Commissioner



September 18, 2020

Jessica Chambers  
WV Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305

### **RE: Change Order for New Cooler Unit for Food Distribution (CCT AGR20\*1) A/E Services**

The West Virginia Department of Agriculture is requesting the approval from the Purchasing Division to renew the above-referenced contract under the same terms and conditions, pricing, and specifications as the current contract and all subsequent change orders. The renewal dates are October 1, 2020 through September 30, 2021. Agriculture has also received invoices for allowable reimbursable expenses under the contract in section (Programming Reimbursable Expenses). Those cost to date are \$ 251.75 for Auto travel mileage, meals, which are needed to get engineering administration review over the project and \$4,816.00 for Site Foundation Test Pits.

Sincerely,

A handwritten signature in dark ink, appearing to read "A. Clemans", is written over a horizontal line.

Alan Clemans (Sep 18, 2020 13:41 EDT)

Alan Clemans, Assistant Director  
Administrative Services Division

mailing address: 1900 Kanawha Blvd. East, Charleston, WV 25305-0009  
physical address: 217 Gus R. Douglass Lane, Charleston, WV 25312  
telephone: 304-558-3550 • fax: 304-558-2203

[www.agriculture.wv.gov](http://www.agriculture.wv.gov)

In accordance with federal and state laws, the West Virginia Department of Agriculture is prohibited from discrimination in its programs and services on the basis of race, color, religion, sex, age, national origin or ancestry, disability (including blindness), medical condition, marital status, veteran status, and political affiliation.



# West Virginia Department of Agriculture

Kent A. Leonhardt, Commissioner  
Joseph L. Hatton, Deputy Commissioner



September 16, 2020

Food Plant Engineering LLC  
Attn: Mark Redmond  
10816 Millington Court STE 110  
Cincinnati, OH 45242

RE: CCT 1400 AGR20000000001 – A/E Services, New Cooler Unit at Food Distribution

Dear Mr. Redmond:

The West Virginia Department of Agriculture is offering to renew the above-referenced contract under the same terms and conditions, pricing, and specifications as the current contract and all subsequent change orders. The renewal dates are October 1, 2020 through September 30, 2021. If your company agrees to this renewal, please sign below and return the original to my attention as soon as possible.

Also attached is a Purchasing Affidavit that is a required document and part of the renewal documents, to be signed, dated and notarized and returned with this letter.

Please let me know if you have any questions.

Sincerely,

Alan Clemans (Sep 16, 2020 11:17 EDT)

Alan Clemans, Asst. Director,  
Administrative Services Division

*We agree to renew the contract for the period as stated above under the same terms and conditions, and pricing as the original contract and any change orders thereto.*

Name/Signature

PRESIDENT  
Title

SEPT 16, 2020  
Date

mailing address: 1900 Kanawha Blvd. East, Charleston, WV 25305-0009  
physical address: 217 Gus R. Douglass Lane, Charleston, WV 25312  
telephone: 304-558-3550 • fax: 304-558-2203

[www.agriculture.wv.gov](http://www.agriculture.wv.gov)

In accordance with federal and state laws, the West Virginia Department of Agriculture is prohibited from discrimination in its programs and services on the basis of race, color, religion, sex, age, national origin or ancestry, disability (including blindness), medical condition, marital status, veteran status, and political affiliation.

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owes a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Food Plant Engineering, LLC

Authorized Signature: [Signature] Date: September 16, 2020

State of Ohio

County of Hamilton, to-wit:

Taken, subscribed, and sworn to before me this 16th day of September, 2020

My Commission Expires July 18, 2023



DANIELLE D. DAVIS  
Notary Public, State of Ohio  
My Commission Expires 07-18-2023

NOTARY PUBLIC [Signature]



**Food Plant Engineering LLC**  
10816 Millington Ct  
STE 110  
Cincinnati, OH 45242  
513-488-8888

WV Agriculture Department of Administrative Services  
Alan Clemans  
1900 Kanawha Blvd. E  
Charleston, WV 25305-0173

Invoice number 56919  
Date 06/03/2020

Project **6244-002 WVDA Warehouse Cooler Addition**

Order Number: CCT 1400 AGR2000000001

Professional Services from 05-11-2020 to 06-03-2020

**INVOICE SUMMARY**

Description	Total Billed To Date	Current Billed
Schematic Design Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Design Development Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Construction Document Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Site Foundation Test Pits	4,816.00	4,816.00
Procurement Phase Reimbursable Expense		
Travel & Lodging	0.00	0.00
Printing Bid Document	0.00	0.00
Construction Admin Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Total	4,816.00	4,816.00

**CONSULTANT**

Civil Consultant  
 Potesta & Associates, Inc.

Rate	Billed Amount
	4,816.00
Invoice total	<b>4,816.00</b>

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
56919	06/03/2020	4,816.00	4,816.00				
	Total	4,816.00	4,816.00	0.00	0.00	0.00	0.00

TERMS: NET 30

I hereby certify that the items listed hereon have been received and approved for payment.					
Name:			Date:		
PL ND	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO		SPEC HAND
PROG/PROG PERIOD				AMOUNT	

I hereby certify that the items listed hereon have been received and approved for payment.					
Name:			Date:		
PL ND	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO		SPEC HAND
PROG/PROG PERIOD				AMOUNT	

100

## INVOICE



**POTESTA & ASSOCIATES, INC. - Engineers and Environmental Consultants**

**7012 MacCorkle Avenue, S.E., Charleston, West Virginia 25304 - (304) 342-1400; FEIN 31-1509066**

Project 0101-19-0315 FOOD- New Cooler Unit at Food Distribution

Invoice 160900

<u>Activity/Vendor</u>	<u>Invoice</u>	<u>Date</u>	<u>Amount</u>
Other Services			
D.L. Martin Construction &	3991	5/5/2020	4,816.00
Outside Consultants			<u>4,816.00</u>

Charleston, West Virginia - Morgantown, West Virginia - Winchester, Virginia

Please pay from this invoice. Interest charged at 1.5% per month on past due invoices



**Food Plant Engineering LLC**  
 10816 Millington Ct  
 STE 110  
 Cincinnati, OH 45242  
 513-488-8888

WV Agriculture Department of Administrative Services  
 Alan Clemans  
 1900 Kanawha Blvd. E  
 Charleston, WV 25305-0173

Invoice number 56945  
 Date 06/30/2020  
 Project **6244-002 WVDA Warehouse Cooler Addition**

Order Number: CCT 1400 AGR2000000001

Professional Services from 06-04-2020 to 06-30-2020

#### INVOICE SUMMARY

Description	Total Billed To Date	Current Billed
Schematic Design Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Design Development Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Construction Document Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Site Foundation Test Pits	4,816.00	0.00
Subtotal	4,816.00	0.00
Procurement Phase Reimbursable Expense		
Travel & Lodging	251.75	251.75
Printing Bid Document	0.00	0.00
Subtotal	251.75	251.75
Construction Admin Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Total	5,067.75	251.75

#### REIMBURSABLES

	Units	Rate	Billed Amount
Travel - Meals			29.45
Miles	380.00	0.585	222.30
REIMBURSABLES subtotal			251.75

Invoice total **251.75**

#### Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
56919	06/03/2020	4,816.00		4,816.00			

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
56945	06/30/2020	251.75	251.75				
	Total	5,067.75	251.75	4,816.00	0.00	0.00	0.00

TERMS: NET 30

I hereby certify that the items listed hereon have been received and approved for payment.						
Name:				Date:		
FUND	FY	UNIT	APPROP	OBJ	SUB OBJ	
VENDOR			PO		SPEC HAND	
PROG/PROG PERIOD				AMOUNT		

I hereby certify that the items listed hereon have been received and approved for payment.						
Name:				Date:		
FUND	FY	UNIT	APPROP	OBJ	SUB OBJ	
VENDOR			PO		SPEC HAND	
PROG/PROG PERIOD				AMOUNT		



1. Name of the person or organization	
2. Address of the person or organization	
3. City, State, and Zip	
4. Telephone number	
5. Date of birth	
6. Date of death	
7. Date of burial	
8. Date of cremation	
9. Date of interment	
10. Date of exhumation	
11. Date of reinterment	
12. Date of removal	
13. Date of return	
14. Date of disposal	
15. Date of cremation	
16. Date of interment	
17. Date of exhumation	
18. Date of reinterment	
19. Date of removal	
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21. Date of disposal	
22. Date of cremation	
23. Date of interment	
24. Date of exhumation	
25. Date of reinterment	
26. Date of removal	
27. Date of return	
28. Date of disposal	
29. Date of cremation	
30. Date of interment	
31. Date of exhumation	
32. Date of reinterment	
33. Date of removal	
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37. Date of interment	
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40. Date of removal	
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43. Date of cremation	
44. Date of interment	
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46. Date of reinterment	
47. Date of removal	
48. Date of return	
49. Date of disposal	
50. Date of cremation	
51. Date of interment	
52. Date of exhumation	
53. Date of reinterment	
54. Date of removal	
55. Date of return	
56. Date of disposal	
57. Date of cremation	
58. Date of interment	
59. Date of exhumation	
60. Date of reinterment	
61. Date of removal	
62. Date of return	
63. Date of disposal	
64. Date of cremation	
65. Date of interment	
66. Date of exhumation	
67. Date of reinterment	
68. Date of removal	
69. Date of return	
70. Date of disposal	
71. Date of cremation	
72. Date of interment	
73. Date of exhumation	
74. Date of reinterment	
75. Date of removal	
76. Date of return	
77. Date of disposal	
78. Date of cremation	
79. Date of interment	
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81. Date of reinterment	
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85. Date of cremation	
86. Date of interment	
87. Date of exhumation	
88. Date of reinterment	
89. Date of removal	
90. Date of return	
91. Date of disposal	
92. Date of cremation	
93. Date of interment	
94. Date of exhumation	
95. Date of reinterment	
96. Date of removal	
97. Date of return	
98. Date of disposal	
99. Date of cremation	
100. Date of interment	

1. Name of the person or organization	
2. Address of the person or organization	
3. City, State, and Zip	
4. Telephone number	
5. Date of birth	
6. Date of death	
7. Date of burial	
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10. Date of exhumation	
11. Date of reinterment	
12. Date of removal	
13. Date of return	
14. Date of disposal	
15. Date of cremation	
16. Date of interment	
17. Date of exhumation	
18. Date of reinterment	
19. Date of removal	
20. Date of return	
21. Date of disposal	
22. Date of cremation	
23. Date of interment	
24. Date of exhumation	
25. Date of reinterment	
26. Date of removal	
27. Date of return	
28. Date of disposal	
29. Date of cremation	
30. Date of interment	
31. Date of exhumation	
32. Date of reinterment	
33. Date of removal	
34. Date of return	
35. Date of disposal	
36. Date of cremation	
37. Date of interment	
38. Date of exhumation	
39. Date of reinterment	
40. Date of removal	
41. Date of return	
42. Date of disposal	
43. Date of cremation	
44. Date of interment	
45. Date of exhumation	
46. Date of reinterment	
47. Date of removal	
48. Date of return	
49. Date of disposal	
50. Date of cremation	
51. Date of interment	
52. Date of exhumation	
53. Date of reinterment	
54. Date of removal	
55. Date of return	
56. Date of disposal	
57. Date of cremation	
58. Date of interment	
59. Date of exhumation	
60. Date of reinterment	
61. Date of removal	
62. Date of return	
63. Date of disposal	
64. Date of cremation	
65. Date of interment	
66. Date of exhumation	
67. Date of reinterment	
68. Date of removal	
69. Date of return	
70. Date of disposal	
71. Date of cremation	
72. Date of interment	
73. Date of exhumation	
74. Date of reinterment	
75. Date of removal	
76. Date of return	
77. Date of disposal	
78. Date of cremation	
79. Date of interment	
80. Date of exhumation	
81. Date of reinterment	
82. Date of removal	
83. Date of return	
84. Date of disposal	
85. Date of cremation	
86. Date of interment	
87. Date of exhumation	
88. Date of reinterment	
89. Date of removal	
90. Date of return	
91. Date of disposal	
92. Date of cremation	
93. Date of interment	
94. Date of exhumation	
95. Date of reinterment	
96. Date of removal	
97. Date of return	
98. Date of disposal	
99. Date of cremation	
100. Date of interment	

## Mileage Log

Date: 6/22/20

Project: WEST VIRG DEPT AGRICULTURE

Employee: JAMES LARVA

Company Vehicle: ACURA MDX

Odometer Reading: Start: 68981

Finish: 69061

Total Mileage: 380

Personal Vehicle Odometer Reading: Start: \_\_\_\_\_

Finish: \_\_\_\_\_

Total: \_\_\_\_\_

\*Commuting Mileage (if applicable): \_\_\_\_\_

Total Mileage: \_\_\_\_\_

\*Subtract Commuting Mileage. The distance between your home and work is your commute. The time you spend driving between home and work, no matter how far, is your commuting distance.

5843 STHY 68 N  
WILMINGTON, OH 45177-9416  
TEL# 937 382 5583

KS# 2  
Side 1  
06/23/2020 04:41 PM  
Order 80

1 Qtr Cheese Ml-Lrg 7.39  
1 L Unsweet Iced Tea 1.00  
1 L Coke 8.39

Subtotal 8.39  
Tax 0.07  
Take-Out Total 8.46

Cashless 8.46  
Change 0.00

MER# 215510  
CARD ISSUER ACCOUNT#  
VISA SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 8.46  
CHIP READ  
AUTHORIZATION CODE - 063506  
SEQ# 040934  
AID: A0000000031010

Comments or Concerns?  
513-572-3500

McDonald's Restaurant #13784  
ROUTE 21 AND ROUTE 15  
RIPLEY, WV 25271  
TEL# 304-372-6725

KS# 1  
Side 2  
06/23/2020 11:20 AM  
Order 23

1 Big Mac 4.09  
1 M French Fries 2.09  
1 Fillet-O-Fish Meal 6.58  
1 L Coke

Subtotal 12.76  
Tax 0.77  
Take-Out Total 13.53  
Cashless 13.53  
Change 0.00

MER# 693172  
CARD ISSUER ACCOUNT#  
VISA SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 13.53  
CHIP READ  
AUTHORIZATION CODE - 032306  
SEQ# 059056  
AID: A0000000031010

McDonald's Restaurant #13784

109 STATE Rte 325 NURKIN  
RTO GRANDE, OH 45674  
TEL# 740 245 5156

KS# 1  
Side 2  
06/23/2020 08:05 AM  
Order 06

2 for \$2  
1 Sausage Biscuit 1.00  
1 L Coke 1.00  
1 Sau Egg McNuff MI-Hb 5.39  
1 L Unsweet Iced Tea

Subtotal 7.39  
Tax 0.07  
Take-Out Total 7.46  
Cashless 7.46  
Change 0.00  
Total Savings 0.49

MER# 510638  
CARD ISSUER ACCOUNT#  
VISA SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 7.46  
CHIP READ  
AUTHORIZATION CODE - 08194G  
SEQ# 022881  
AID: A0000000031010

McDonald's Restaurant



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

State of West Virginia  
**Contract**

Order Date: 01-20-2021

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 1400 1400 AGR2000000001 8	Procurement Folder:	597725
Document Name:	Expression of Interest	Reason for Modification:  Change Order No 4  To add reimbursable expenses per the pricing page in the original contract.	
Document Description:	Change Order # 4 A/E Services, New Cooler Unit at Food Dist		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Jessica S Chambers		
Telephone:	(304) 558-0246		
Email:	jessica.s.chambers@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2019-10-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2021-09-30

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code: VC0000069367				Requestor Name: Alan M Clemans	
FOOD PLANT ENGINEERING LLC				Requestor Phone: (304) 558-2221	
10816 MILLINGTON COURT STE 110				Requestor Email: aclemans@wvda.us	
CINCINNATI		OH	45242		
US					
Vendor Contact Phone: 513-488-8888		Extension:			
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
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES  1900 KANAWHA BLVD E  CHARLESTON WV 25305-0173  US	AUTHORIZED RECEIVER 304-558-0573 AGRICULTURE DEPARTMENT OF FOOD DISTRIBUTION PROGRAM  4496 CEDAR LAKES RD  RIPLEY WV 25271  US

Total Order Amount: \$199,069.68

PURCHASING DIVISION AUTHORIZATION SIGNED BY: Linda B Harper  DATE: 2021-01-11 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: John S Gray  DATE: 2021-01-15 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: Beverly A Toler  DATE: 2021-01-20 ELECTRONIC SIGNATURE ON FILE
--	--	---

**Extended Description:**

Change Order No. 4

is issued to increase the original contract according to all terms, conditions, and specifications contained in the original contract. The contract price is increased as defined in the attached documentation.

All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and effect.

Original Contract Price: \$190,180.00  
 Change Order # 1 Increase: \$ 250.99  
 Change Order # 2 Increase: \$ 251.58  
 Change Order # 3 Increase: \$ 5,067.75  
 Change Order # 4 Increase: \$ 3,319.36  
 New Contract Total: \$199,069.68

No Other Changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81000000	0.00000		0.000000	\$190,180.00
Service From	Service To	Manufacturer	Model No		
2019-10-01	2021-09-30				

**Commodity Line Description:** Engineering Services

**Extended Description:**

Engineering Services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81000000	0.00000		0.000000	\$250.99
Service From	Service To	Manufacturer	Model No		
2019-10-01	2020-09-30				

**Commodity Line Description:** Engineering Services

**Extended Description:**

Engineering Services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	81000000	0.00000		0.000000	\$251.58
Service From	Service To	Manufacturer	Model No		
2020-01-07	2020-03-31				

**Commodity Line Description:** Engineering Services

**Extended Description:**

Engineering Services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	81000000	0.00000		0.000000	\$5,067.75
Service From	Service To	Manufacturer	Model No		
2019-10-01	2021-09-30				

**Commodity Line Description:** Engineering Services

**Extended Description:**

Engineering Services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	81000000	0.00000		0.000000	\$3,319.36
Service From	Service To	Manufacturer	Model No		
2020-08-01	2020-12-04				

**Commodity Line Description:** Engineering Services

**Extended Description:**

**West Virginia Department of Agriculture**

Kent A. Leonhardt, Commissioner  
Joseph L. Hatton, Deputy Commissioner



December 16, 2020

Jessica Chambers  
WV Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305

**RE: Change Order for New Cooler Unit for Food Distribution (CCT AGR20\*1) A/E Services**

The WV Department of Agriculture (WVDA) is seeking Purchasing Division approval of a change order to request additional Architectural & Engineering fees, we have received invoices for allowable reimbursable expenses under the contract in section (Programming Reimbursable Expenses). Those cost to date is \$ 3,319.36 and are for Auto travel mileage, meals, Lodging, which are needed to get engineering administration review over the project.

Sincerely,

A handwritten signature in dark ink, appearing to read "Alan Clemans", is written over a horizontal line.

Alan Clemans (Dec 17, 2020 14:46 EST)

**Alan Clemans, Assistant Director**  
**Administrative Services Division**

mailing address: 1900 Kanawha Blvd. East, Charleston, WV 25305-0009  
physical address: 217 Gus R. Douglass Lane, Charleston, WV 25312  
telephone: 304-558-3550 • fax: 304-558-2203

**[www.agriculture.wv.gov](http://www.agriculture.wv.gov)**

In accordance with federal and state laws, the West Virginia Department of Agriculture is prohibited from discrimination in its programs and services on the basis of race, color, religion, sex, age, national origin or ancestry, disability (including blindness), medical condition, marital status, veteran status, and political affiliation.



**Food Plant Engineering LLC**

10816 Millington Ct  
STE 110  
Cincinnati, OH 45242  
513-488-8888

WV Agriculture Department of Administrative Services  
Alan Clemans  
1900 Kanawha Blvd. E  
Charleston, WV 25305-0173

Invoice number 57025  
Date 11/01/2020

Project **6244-002 WVDA Warehouse Cooler Addition**

Order Number: CCT 1400 AGR2000000001

Professional Services from 10-04-2020 to 11-01-2020

**INVOICE SUMMARY**

Description	Total Billed To Date	Current Billed
Schematic Design Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Design Development Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Construction Document Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Site Foundation Test Pits	4,816.00	0.00
<b>Subtotal</b>	<b>4,816.00</b>	<b>0.00</b>
Procurement Phase Reimbursable Expense		
Travel & Lodging	251.75	0.00
Printing Bid Document	0.00	0.00
<b>Subtotal</b>	<b>251.75</b>	<b>0.00</b>
Construction Admin Phase Reimbursable Expenses		
Travel & Lodging	2,141.10	1,177.98
<b>Total</b>	<b>7,208.85</b>	<b>1,177.98</b>

**REIMBURSABLES**

	Units	Rate	Billed Amount
Travel - Meals			64.14
Miles	1,904.00	0.585	1,113.84
<b>REIMBURSABLES subtotal</b>			<b>1,177.98</b>

Invoice total **1,177.98**

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
57006	10/04/2020	963.12		963.12			




**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
57025	11/01/2020	1,177.98	1,177.98				
	Total	2,141.10	1,177.98	963.12	0.00	0.00	0.00

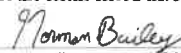
TERMS: NET 30

  
 AC

Lora A Hammack

I hereby certify that the items listed hereon have been received and approved for payment. 						Date: Nov 23, 2020	
Name:		Lora A Hammack (Nov 23, 2020 09:45 EST)				Date:	
FUND	FY	UNIT	APPROP	OBJ	SUB OBJ		
VENDOR			PO		SPEC HAND		
PROG/PROG PERIOD					AMOUNT		

Norman Bailey

I hereby certify that the items listed hereon have been received and approved for payment. 						Date: Nov 26, 2020	
Name:		Norman Bailey (Nov 26, 2020 09:41 GMT+8)				Date:	
FUND	FY	UNIT	APPROP	OBJ	SUB OBJ		
VENDOR			PO		SPEC HAND		
PROG/PROG PERIOD					AMOUNT		

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
57025	11/01/2020	1,177.98	1,177.98				
	Total	2,141.10	1,177.98	963.12	0.00	0.00	0.00

TERMS: NET 30

I hereby certify that the items listed hereon have been received and approved for payment.					
Name:			Date:		
FUND	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO		SPEC HAND
PROG/PROG PERIOD				AMOUNT	

I hereby certify that the items listed hereon have been received and approved for payment.					
Name:			Date:		
FUND	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO		SPEC HAND
PROG/PROG PERIOD				AMOUNT	

McDonald's Restaurant #13784  
ROUTE 21 AND ROUTE 15  
RIPLEY, WV 25271  
TEL# 304-372-6725

KS# 2 10/28/2020 11:01 AM  
Side2 Order 86

1 Filet-O-Fish Meal 6.79  
1 L Coke

Subtotal 6.79  
Tax 0.41  
Take-Out Total 7.20

Cashless 7.20  
Change 0.00

MER# 693172  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 7.20  
CHIP READ  
AUTHORIZATION CODE - 07300G  
SEQ# 125961  
AID: A0000000031010

McDonald's Restaurant #13784

McDonald's Restaurant #13784  
ROUTE 21 AND ROUTE 15  
RIPLEY, WV 25271  
TEL# 304-372-6725

KS# 1 09/30/2020 11:05 AM  
Side2 Order 75

1 Filet-O-Fish MI-Lrg 6.99  
1 L Coke

Subtotal 6.99  
Tax 0.42  
Take-Out Total 7.41

Cashless 7.41  
Change 0.00

MER# 693172  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 7.41  
CHIP READ  
AUTHORIZATION CODE - 06483G  
SEQ# 076911  
AID: A0000000031010

McDonald's Restaurant #13784

McDonald's Restaurant #13784  
ROUTE 21 AND ROUTE 15  
RIPLEY, WV 25271  
TEL# 304-372-6725

KS# 1 10/07/2020 10:46 AM  
Side2 Order 12

1 Filet-O-Fish MI-Lrg 6.99  
1 L Coke

Subtotal 6.99  
Tax 0.42  
Take-Out Total 7.41

Cashless 7.41  
Change 0.00

MER# 693172  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 7.41  
CHIP READ  
AUTHORIZATION CODE - 01409G  
SEQ# 077480  
AID: A0000000031010

McDonald's Restaurant #13784

KS# 2 10/21/2020 10:48 AM  
Side2 Order 93

1 Filet-O-Fish MI-Lrg 6.99  
1 L Coke

Subtotal 6.99  
Tax 0.42  
Take-Out Total 7.41

Cashless 7.41  
Change 0.00

MER# 693172  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 7.41  
CHIP READ  
AUTHORIZATION CODE - 07044G  
SEQ# 125005  
AID: A0000000031010

McDonald's Restaurant #13784

McDonald's Restaurant #13784  
ROUTE 21 AND ROUTE 15  
RIPLEY, WV 25271  
TEL# 304-372-6725

KS# 2 10/14/2020 10:48 AM  
Side2 Order 80

1 Filet-O-Fish M-Lrg 6.99  
1 L Coke

Subtotal 6.99  
Tax 0.42  
Take-Out Total 7.41

Cashless 7.41  
Change 0.00

MER# 693172  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 7.41  
CHIP READ  
AUTHORIZATION CODE - 052736  
SEQ# 124021  
AID: A0000000031010

McDonald's Restaurant #13784

KS# 13 10/20/2020 06:56 AM  
Side1 Order 31

1 Sau Egg McMuff M-Lrg 5.39  
1 L Coke

Subtotal 5.39  
Tax 0.07  
Take-Out Total 5.46

Cashless 5.46  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 5.46  
CHIP READ  
AUTHORIZATION CODE - 040476  
SEQ# 643975  
AID: A0000000031010

McDonald's Restaurant

McDonald's Restaurant #13784  
109 STATE RTE 325 NORTH  
RIO GRANDE, OH 45674  
TEL# 710 245 5156

KS# 13 10/21/2020 06:07 AM  
Side1 Order 38

1 Sau Egg McMuff M-Lrg 5.39  
1 L Coke

Subtotal 5.39  
Tax 0.07  
Take-Out Total 5.46

Cashless 5.46  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
FSwipe  
TRANSACTION AMOUNT 5.46  
AUTHORIZATION CODE - 052056  
SEQ# 384492

McDonald's Restaurant

McDonald's Restaurant #13784  
109 STATE RTE 325 NORTH  
RIO GRANDE, OH 45674  
TEL# 710 245 5156

KS# 13 09/30/2020 06:58 AM  
Side1 Order 03

1 Sau Egg McMuff M-Lrg 5.39  
1 L Coke

Subtotal 5.39  
Tax 0.07  
Take-Out Total 5.46

Cashless 5.46  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 5.46  
CHIP READ  
AUTHORIZATION CODE - 040476  
SEQ# 373562  
AID: A0000000031010

McDonald's Restaurant

KS# 13  
Sidel

10/14/2020 05:39 AM  
Order 43

1 Sau Egg McMuff M1-Hb 5.39  
1 L Coke

Subtotal 5.39  
Tax 0.07  
Take-Out Total 5.46

Cashless 5.46  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 5.46  
CHIP READ  
AUTHORIZATION CODE - 00588G  
SEQ# 377188  
AID: A0000000031010

McDonald's Restaurant

McDonald's Restaurant #14339  
109 STATE RTE 325 NORTH  
RIO GRANDE, OH 45674  
TEL# 710 245 5156

KS# 13 10/14/2020 05:39 AM  
Sidel Order 22

1 Sau Egg McMuff M1-Hb 5.39  
1 L Coke

Subtotal 5.39  
Tax 0.07  
Take-Out Total 5.46

Cashless 5.46  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 5.46  
CHIP READ  
AUTHORIZATION CODE - 00088G  
SEQ# 380850  
AID: A0000000031010

McDonald's Restaurant

## Mileage Log

Date:

9/30/2020

Project:

WVDP

Employee:

Jim Lanza

Company Vehicle:

JIDX

Odometer Reading:

Start: 76,354

Finish: 76,735

Total Mileage: 381

Personal Vehicle  
Odometer Reading:

Start:

Finish:

Total:

\*Commuting Mileage (if applicable):

Total Mileage:

\*Subtract Commuting Mileage. The distance between your home and work is your commute. The time you spend driving between home and work, no matter how far, is your commuting distance.

## Mileage Log

Date:

10/7/2020

Project:

WUDA

Employee:

Jim Larva

Company Vehicle:

MDX

Odometer Reading:

Start:

77,503

Finish:

77,883

Total Mileage:

380

Personal Vehicle

Odometer Reading:

Start:

Finish:

Total:

\*Commuting Mileage (if applicable):

Total Mileage:

\*Subtract Commuting Mileage. The distance between your home and work is your commute. The time you spend driving between home and work, no matter how far, is your commuting distance.

## Mileage Log

Date:

10/14/2020

Project:

WVDA

Employee:

Jim Lova

Company Vehicle:

RDX

Odometer Reading:

Start: 62,510

Finish: 62,891

Total Mileage: 381

Personal Vehicle  
Odometer Reading:

Start:

Finish:

Total:

\*Commuting Mileage (if applicable):

Total Mileage:

\*Subtract Commuting Mileage. The distance between your home and work is your commute. The time you spend driving between home and work, no matter how far, is your commuting distance.



## Mileage Log

Date:

10/21/2020

Project:

WVDA

Employee:

Jim Larva

Company Vehicle:

RDP

Odometer Reading:

Start:

62838

Finish:

63269

Total Mileage:

381

Personal Vehicle

Odometer Reading:

Start:

Finish:

Total:

\*Commuting Mileage (if applicable):

Total Mileage:

\*Subtract Commuting Mileage. The distance between your home and work is your commute. The time you spend driving between home and work, no matter how far, is your commuting distance.

## Mileage Log

Date:

10/28/20

Project:

WVDT

Employee:

Tim Lova

Company Vehicle:

ADP

Odometer Reading:

Start:

78997

Finish:

79378

Total Mileage:

381

Personal Vehicle

Odometer Reading:

Start:

Finish:

Total:

\*Commuting Mileage (if applicable):

Total Mileage:

\*Subtract Commuting Mileage. The distance between your home and work is your commute. The time you spend driving between home and work, no matter how far, is your commuting distance.



**Food Plant Engineering LLC**  
 10816 Millington Ct  
 STE 110  
 Cincinnati, OH 45242  
 513-488-8888

CF

WV Agriculture Department of Administrative Services  
 Alan Clemans  
 1900 Kanawha Blvd. E  
 Charleston, WV 25305-0173

Invoice number 57006  
 Date 10/04/2020

Project **6244-002 WVDA Warehouse Cooler Addition**

Order Number: CCT 1400 AGR2000000001

Professional Services from 08-01-2020 to 10-04-2020

#### INVOICE SUMMARY

Description	Total Billed To Date	Current Billed
Schematic Design Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Design Development Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Construction Document Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Site Foundation Test Pits	4,816.00	0.00
Subtotal	4,816.00	0.00
Procurement Phase Reimbursable Expense		
Travel & Lodging	251.75	0.00
Printing Bid Document	0.00	0.00
Subtotal	251.75	0.00
Construction Admin Phase Reimbursable Expenses		
Travel & Lodging	963.12	963.12
Total	6,030.87	963.12

#### REIMBURSABLES

	Units	Rate	Billed Amount
Travel - Meals			62.80
Miles	1,539.00	0.585	900.32
REIMBURSABLES subtotal			963.12

Invoice total **963.12**

#### Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
56919	06/03/2020	4,816.00					4,816.00

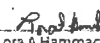
**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
56945	06/30/2020	251.75				251.75	
57006	10/04/2020	963.12	963.12				
Total		6,030.87	963.12	0.00	0.00	251.75	4,816.00


  
AC

TERMS: NET 30

Lora A Hammack

I hereby certify that the items listed hereon have been received and approved for payment.					
Name:  Lora A Hammack (Nov 23, 2020 09:44 EST)				Date: Nov 23, 2020	
FUND	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO		SPEC HAND
PROG/PROG PERIOD				AMOUNT	

Norman Bailey

I hereby certify that the items listed hereon have been received and approved for payment.					
Name:  Norman Bailey (Nov 26, 2020 09:41 GMT+8)				Date: Nov 26, 2020	
FUND	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO		SPEC HAND
PROG/PROG PERIOD				AMOUNT	

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
56945	06/30/2020	251.75				251.75	
57006	10/04/2020	963.12	963.12				
Total		6,030.87	963.12	0.00	0.00	251.75	4,816.00

TERMS: NET 30

I hereby certify that the items listed hereon have been received and approved for payment.					
Name:			Date:		
FUND	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO		SPEC HAND
PROG/PROG PERIOD				AMOUNT	

I hereby certify that the items listed hereon have been received and approved for payment.					
Name:			Date:		
FUND	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO		SPEC HAND
PROG/PROG PERIOD				AMOUNT	

## Mileage Log

Date:

Sept 1, 2020

Project:

WUDA

Employee:

Jim Larva

Company Vehicle:

404

Odometer Reading:

Start: 73,760

Finish: 74,155

Total Mileage: 395

Personal Vehicle  
Odometer Reading:

Start: \_\_\_\_\_

Finish: \_\_\_\_\_

Total: \_\_\_\_\_

\*Commuting Mileage (if applicable): \_\_\_\_\_

Total Mileage: \_\_\_\_\_

\*Subtract Commuting Mileage. The distance between your home and work is your commute. The time you spend driving between home and work, no matter how far, is your commuting distance.

## Mileage Log

Date:

Sept 9, 2020

Project:

WVDA

Employee:

Jim Larva

Company Vehicle:

40P

Odometer Reading:

Start: 74,694

Finish: 75,076

Total Mileage: 382

Personal Vehicle  
Odometer Reading:

Start:

Finish:

Total:

\*Commuting Mileage (if applicable):

Total Mileage:

\*Subtract Commuting Mileage. The distance between your home and work is your commute. The time you spend driving between home and work, no matter how far, is your commuting distance.

## Mileage Log

Date: 9/16/2020

Project: WVDA

Employee: Jim Larva

Company Vehicle: RDX

Odometer Reading: Start: 61,976

Finish: 62,357

Total Mileage: 381

Personal Vehicle  
Odometer Reading: Start: \_\_\_\_\_

Finish: \_\_\_\_\_

Total: \_\_\_\_\_

\*Commuting Mileage (if applicable): \_\_\_\_\_

Total Mileage: \_\_\_\_\_

\*Subtract Commuting Mileage. The distance between your home and work is your commute. The time you spend driving between home and work, no matter how far, is your commuting distance.



## Mileage Log

Date:

9/23/20

Project:

WV 007

Employee:

Jim Larva

Company Vehicle:

1104

Odometer Reading:

Start:

75,224

Finish:

75,607

Total Mileage:

381.3

Personal Vehicle

Odometer Reading:

Start:

Finish:

Total:

\*Commuting Mileage (if applicable):

Total Mileage:

\*Subtract Commuting Mileage. The distance between your home and work is your commute. The time you spend driving between home and work, no matter how far, is your commuting distance.

ROUTE 21 AND ROUTE 15  
RIPLEY, WV 25271  
TEL# 304-372-6725

KS# 1 09/09/2020 11:34 AM  
Side2 Order 70

1 Qtr Cheese MI-Lrg 7.59  
1 L Coke

Subtotal 7.59  
Tax 0.46  
Take-Out Total 8.05

Cashless 8.05  
Change 0.00

MER# 693172  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT  
CHIP READ  
AUTHORIZATION CODE - 05729G  
SEQ# 075058  
AID: A0000000031010

8.05

McDonald's Restaurant #13784  
ROUTE 21 AND ROUTE 15  
RIPLEY, WV 25271  
TEL# 304-372-6725

KS# 1 09/01/2020 12:17 PM  
Side2 Order 85

1 Big Mac MI-Lrg 7.59  
1 L Diet Coke  
1 Qtr Cheese MI-Lrg 7.59  
1 L Coke

Subtotal 15.18  
Tax 0.91  
Take-Out Total 16.09

Cashless 16.09  
Change 0.00

MER# 693172  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT  
CHIP READ  
AUTHORIZATION CODE - 02655G  
SEQ# 073559  
AID: A0000000031010

16.09

McDonald's Restaurant #13784

McDonald's Restaurant #14339  
109 STATE RTE 325 NORTH  
RIO GRANDE, OH 45674  
TEL# 710 245 5156

WUDT

KS# 13 09/19/2020 06:09 AM  
Side1 Order 35

1 Sau Egg McMuff MI-Hb 5.39  
1 L Coke

Subtotal 5.39  
Tax 0.07  
Take-Out Total 5.46

Cashless 5.46  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT  
CHIP READ  
AUTHORIZATION CODE - 00597G  
SEQ# 362729

5.46

McDonald's Restaurant #14339  
109 STATE RTE 325 NORTH  
RIO GRANDE, OH 45674  
TEL# 710 245 5156

KS# 13 09/01/2020 06:07 AM  
Side1 Order 45

2 for \$2  
1 Sausage Biscuit 1.00  
1 L Coke 1.00  
1 Sau Egg McMuff MI-Hb 5.39  
1 S Premium Roast  
ADD Cream

Subtotal 7.39  
Tax 0.07  
Take-Out Total 7.46

Cashless 7.46  
Change 0.00

Total Savings 0.49

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT  
CHIP READ  
AUTHORIZATION CODE - 07083G  
SEQ# 356806  
AID: A0000000031110

7.46

McDonald's Restaurant

# 139

BUY ONE GET ONE FREE Sausage Bisc or  
Double Cheeseburger

Go to [www.mcdvoice.com](http://www.mcdvoice.com) within 7 days  
and tell us about your visit.

Validation Code: \_\_\_\_\_

Expires 30 days after receipt date.  
Valid at participating US McDonald's.

Survey Code:

13784-01390-91620-11556-00074-1

McDonald's Restaurant #13784

ROUTE 21 AND ROUTE 15

RIPLEY, WV 25271

TEL# 304-372-6725

KS# 1 09/16/2020 11:55 AM  
Side2 Order 39

1 Filet-O-Fish M-Lrg 6.99  
1 M Coke

Subtotal 6.99  
Tax 0.42  
Take-Out Total 7.41

Cashless 7.41  
Change 0.00

MER# 693172  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT  
CHIP READ  
AUTHORIZATION CODE - 08531G  
SEQ# 075691  
AID: A0000000031010

7.41

McDonald's Restaurant #13784

BUY ONE GET ONE FREE QUARTER POUNDER  
W/CHEESE OR EGG MCMUFFIN

Go to [www.mcdvoice.com](http://www.mcdvoice.com) within 7 days  
and tell us about your visit.

Validation Code: \_\_\_\_\_

Expires 30 days after receipt date.  
Valid at participating US McDonald's.

Survey Code:

14339-13150-31620-05456-00054-6

McDonald's Restaurant #14339

109 STATE RTE 325 NORTH

RIO GRANDE, OH 45674

TEL# 740 245 5156

KS# 13 09/16/2020 05:45 AM  
Side1 Order 15

1 Sau Egg McMuff M1-Hb 5.39  
1 L Coke

Subtotal 5.39  
Tax 0.07  
Take-Out Total 5.46

Cashless 5.46  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT  
CHIP READ  
AUTHORIZATION CODE - 06147G  
SEQ# 366237  
AID: A0000000031010

5.46

McDonald's Restaurant

# 114

BUY ONE GET ONE FREE Sausage Bisc or  
Double Cheeseburger  
Go to [www.mcdvoice.com](http://www.mcdvoice.com) within 7 days  
and tell us about your visit.

Validation Code: \_\_\_\_\_  
Expires 30 days after receipt date.  
Valid at participating US McDonald's.  
Survey Code:  
13784-01140-92320-11076-00074-1

McDonald's Restaurant #13784  
ROUTE 21 AND ROUTE 15  
RIPLEY, WV 25271  
TEL# 304-372-6725

KS# 1 09/23/2020 11:07 AM  
Side2 Order 14

1 Filet-O-Fish M1-Lrg 6.99  
1 L Coke

Subtotal 6.99  
Tax 0.42  
Take-Out Total 7.41

Cashless 7.41  
Change 0.00

MER# 693172  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT  
CHIP READ  
AUTHORIZATION CODE - 01929G  
SEQ# 076281  
AID: A000000031010

McDonald's Restaurant #13784

7.41

BUY ONE GET ONE FREE QUARTER POUNDER  
W/CHEESE OR EGG MCMUFFIN  
Go to [www.mcdvoice.com](http://www.mcdvoice.com) within 7 days  
and tell us about your visit.

Validation Code: \_\_\_\_\_  
Expires 30 days after receipt date.  
Valid at participating US McDonald's.  
Survey Code:  
14339-13370-32320-05563-00054-6

McDonald's Restaurant #14339  
109 STATE RTE 325 NORTH  
RIO GRANDE, OH 45674  
TEL# 710 245 5156

KS# 13 09/23/2020 05:56 AM  
Side2 Order 37

1 Sau Egg McMuff M1-Hb 5.39  
1 L Coke

Subtotal 5.39  
Tax 0.07  
Take-Out Total 5.46

Cashless 5.46  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Discvr SALE \*\*\*\*\*4593  
TRANSACTION AMOUNT  
CHIP READ  
AUTHORIZATION CODE - 02852B  
SEQ# 369899  
AID: A0000001523110

5.46

McDonald's Restaurant



**Food Plant Engineering LLC**  
 10816 Millington Ct  
 STE 110  
 Cincinnati, OH 45242  
 513-488-8888

WV Agriculture Department of Administrative Services  
 Alan Clemans  
 1900 Kanawha Blvd. E  
 Charleston, WV 25305-0173

Invoice number 57055  
 Date 12/04/2020

Project **6244-002 WVDA Warehouse Cooler Addition**

Order Number: CCT 1400 AGR2000000001

Professional Services from 11-01-2020 to 12-04-2020

**INVOICE SUMMARY**

Description	Total Billed To Date	Current Billed
Schematic Design Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Design Development Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Construction Document Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Site Foundation Test Pits	4,816.00	0.00
Subtotal	4,816.00	0.00
Procurement Phase Reimbursable Expense		
Travel & Lodging	251.75	0.00
Printing Bid Document	0.00	0.00
Subtotal	251.75	0.00
Construction Admin Phase Reimbursable Expenses		
Travel & Lodging	3,319.36	1,178.26
Total	8,387.11	1,178.26

**REIMBURSABLES**

	Units	Rate	Billed Amount
Travel - Meals			63.25
Miles	1,906.00	0.585	1,115.01
REIMBURSABLES subtotal			1,178.26

Invoice total **1,178.26**

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
57006	10/04/2020	963.12			963.12		

### Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
57025	11/01/2020	1,177.98		1,177.98			
57055	12/04/2020	1,178.26	1,178.26				
	Total	3,319.36	1,178.26	1,177.98	963.12	0.00	0.00

TERMS: NET 30

Lora A Hammack

I hereby certify that the items listed hereon have been received and approved for payment.					
Name: <u>Lora A Hammack</u> (Dec 15, 2020 11:14 EST)				Date: Dec 15, 2020	
FL ND	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO		SPEC HAND
PROG/PROG PERIOD				AMOUNT	

Norman Bailey

I hereby certify that the items listed hereon have been received and approved for payment.					
Name: <u>Norman Bailey</u> (Dec 17, 2020 05:50 GMT+8)				Date: Dec 17, 2020	
FL ND	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO		SPEC HAND
PROG/PROG PERIOD				AMOUNT	

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
57025	11/01/2020	1,177.98		1,177.98			
57055	12/04/2020	1,178.26	1,178.26				
Total		3,319.36	1,178.26	1,177.98	963.12	0.00	0.00

TERMS: NET 30

I hereby certify that the items listed hereon have been received and approved for payment.					
Name:			Date:		
FL NO	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO		SPEC HAND
PROG/PROG PERIOD				AMOUNT	

I hereby certify that the items listed hereon have been received and approved for payment.					
Name:			Date:		
FL NO	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO		SPEC HAND
PROG/PROG PERIOD				AMOUNT	

McDonald's Restaurant #13784  
ROUTE 21 AND ROUTE 15  
RIPLEY, WV 25271  
TEL# 304-372-6725

KS# 1  
Side2  
11/12/2020 10:30 AM  
Order 79

1 Filet-O-Fish MI-Lrg  
1 L Coke

Subtotal 6.99  
Tax 0.42  
Take-Out Total 7.41

Cashless 7.41  
Change 0.00

MER# 693172  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 7.41  
CHIP READ

AUTHORIZATION CODE - 00699G  
SEQ# 080241  
AID: A0000000031010

McDonald's Restaurant #13784

McDonald's Restaurant #13784  
ROUTE 21 AND ROUTE 15  
RIPLEY, WV 25271  
TEL# 304-372-6725

KS# 1  
Side2  
11/16/2020 12:33 PM  
Order 57

1 Filet-O-Fish MI-Lrg  
1 L Coke

Subtotal 6.99  
Tax 0.42  
Take-Out Total 7.41

Cashless 7.41  
Change 0.00

MER# 693172  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 7.41  
CHIP READ

AUTHORIZATION CODE - 02232G  
SEQ# 080769  
AID: A0000000031010

McDonald's Restaurant #13784

McDonald's Restaurant #14339  
109 STATE RTE 325 NORTH  
RIO GRANDE, OH 45674  
TEL# 740 245 5156

KS# 13  
Side1  
11/24/2020 11:28 AM  
Order 86

1 Filet-O-Fish MI-Lrg  
1 L Coke

Subtotal 6.79  
Tax 0.07  
Take-Out Total 6.86

Cashless 6.86  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 6.86  
CHIP READ

AUTHORIZATION CODE - 00699G  
SEQ# 057952  
AID: A0000000031010

McDonald's Restaurant

McDonald's Restaurant #14339  
109 STATE RTE 325 NORTH  
RIO GRANDE, OH 45674  
TEL# 740 245 5156

KS# 13  
Side2

11/18/2020 05:42 AM  
Order 26

1 Sau Egg McMuff MI-Hb  
1 L Coke

5.39

Subtotal

5.39

Tax

0.07

Take-Out Total

5.46

Cashless

5.46

Change

0.00

MER# 510638

CARD ISSUER

ACCOUNT#

Visa SALE

\*\*\*\*\*4857

TRANSACTION AMOUNT

5.46

CHIP READ

AUTHORIZATION CODE - 09904G

SEQ# 054730

AID: A0000000031010

McDonald's Restaurant

McDonald's Restaurant #13784  
ROUTE 21 AND ROUTE 15  
RIPLEY, WV 25271  
TEL# 304-372-6725

KS# 2  
Side2

11/04/2020 11:08 AM  
Order 97

1 Filet-O-Fish MI-Lrg  
1 L Coke

6.99

Subtotal

6.99

Tax

0.42

Take-Out Total

7.41

Cashless

7.41

Change

0.00

MER# 693172

CARD ISSUER

ACCOUNT#

Visa SALE

\*\*\*\*\*4857

TRANSACTION AMOUNT

7.41

CHIP READ

AUTHORIZATION CODE - 04608G

SEQ# 126978

AID: A0000000031010

McDonald's Restaurant #13784



McDonald's Restaurant #14339  
109 STATE: RTE 325 NORTH  
RIO GRANDE, OH 45674  
TEL# 710 245 5156

KS# 13  
Side1  
11/24/2020 05:26 AM  
Order 12

1 Sau Egg McMuff M1-Hb  
1 L Coke

Subtotal 5.39  
Tax 0.07  
Take-Out Total 5.46  
Cashless Change 5.46  
0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT  
CHIP READ 5.46

AUTHORIZATION CODE - 01894G  
SEQ# 057745  
AID: A0000000031110

McDonald's Restaurant

AID: A0000000031110

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT  
CHIP READ 5.46

Subtotal 5.39  
Tax 0.07  
Take-Out Total 5.46  
Cashless Change 5.46  
0.00

1 Sau Egg McMuff M1-Hb  
1 L Coke 5.39

KS# 13  
Side1  
11/16/2020 05:39 AM  
Order 26

McDonald's Restaurant #14339  
109 STATE: RTE 325 NORTH  
RIO GRANDE, OH 45674  
TEL# 710 245 5156

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT  
CHIP READ 6.86  
AUTHORIZATION CODE - 00061G  
SEQ# 054953  
AID: A0000000031110

McDonald's Restaurant

McDonald's Restaurant #14339  
109 STATE: RTE 325 NORTH  
RIO GRANDE, OH 45674  
TEL# 710 245 5156

KS# 13  
Side1  
11/04/2020 05:24 AM  
Order 18

1 Sau Egg McMuff M1-Hb 5.39  
1 L Coke

Subtotal 5.39  
Tax 0.07  
Take-Out Total 5.46

Cashless Change 5.46  
0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 5.46  
CHIP READ  
AUTHORIZATION CODE - 00440G  
SEQ# 047448  
AID: A0000000031110

McDonald's Restaurant

McDonald's Restaurant #14339  
109 STATE: RTE 325 NORTH  
RIO GRANDE, OH 45674  
TEL# 710 245 5156

KS# 13  
Side2  
11/18/2020 11:26 AM  
Order 79

1 Filet-O-Fish M1-Lrg 6.79  
1 L Coke

Subtotal 6.79  
Tax 0.07  
Take-Out Total 6.86

Cashless Change 6.86  
0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 6.86  
CHIP READ  
AUTHORIZATION CODE - 00061G  
SEQ# 054953  
AID: A0000000031110

DATE: **November 4, 2020**  
PROJECT: **WVDA**  
EMPLOYEE: **Jim Larva**  
COMPANY VEHICLE OR PERSONAL VEHICLE: **Company Vehicle**  
WHICH COMPANY VEHICLE: **MDX**  
ODOMETER READING - START: **79,473**  
ODOMETER READING - FINISH: **79,854**  
ODOMETER READING - TOTAL: **381**  
ODOMETER READING - COMMUTING MILEAGE:  
ODOMETER READING - TOTAL MILEAGE:  
COMMENTS:

DATE: **11-12-2020**  
PROJECT: **WVDA**  
EMPLOYEE: **Jim Larva**  
COMPANY VEHICLE OR PERSONAL VEHICLE: **Company Vehicle**  
WHICH COMPANY VEHICLE: **MDX**  
ODOMETER READING - START: **79954**  
ODOMETER READING - FINISH: **80335**  
ODOMETER READING - TOTAL: **381**  
ODOMETER READING - COMMUTING MILEAGE:  
ODOMETER READING - TOTAL MILEAGE:  
COMMENTS:

DATE: **November 16, 2020**  
PROJECT: **WVDA**  
EMPLOYEE: **Jim Larva**  
COMPANY VEHICLE OR PERSONAL VEHICLE: **Company Vehicle**  
WHICH COMPANY VEHICLE: **MDX**  
ODOMETER READING - START: **80333**  
ODOMETER READING - FINISH: **80714**  
ODOMETER READING - TOTAL: **381**  
ODOMETER READING - COMMUTING MILEAGE:  
ODOMETER READING - TOTAL MILEAGE:  
COMMENTS:

**DATE: November 18, 2020**

**PROJECT: WVDA**

**EMPLOYEE: Jim Larva**

**COMPANY VEHICLE OR PERSONAL VEHICLE: Company Vehicle**

**WHICH COMPANY VEHICLE: MDX**

**ODOMETER READING - START: 80712**

**ODOMETER READING - FINISH: 81094**

**ODOMETER READING - TOTAL: 382**

**ODOMETER READING - COMMUTING MILEAGE:**

**ODOMETER READING - TOTAL MILEAGE:**

**COMMENTS:**

**DATE: November 24, 2020**

**PROJECT: WVDA**

**EMPLOYEE: Jim Larva**

**COMPANY VEHICLE OR PERSONAL VEHICLE: Company Vehicle**

**WHICH COMPANY VEHICLE: MDX**

**ODOMETER READING - START: 81578**

**ODOMETER READING - FINISH: 81959**

**ODOMETER READING - TOTAL: 381**

**ODOMETER READING - COMMUTING MILEAGE:**

**ODOMETER READING - TOTAL MILEAGE:**

**COMMENTS:**



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

State of West Virginia  
**Contract**

Order Date: 03-11-2021

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 1400 1400 AGR2000000001 10	Procurement Folder:	597725
Document Name:	Expression of Interest	Reason for Modification:	Change Order No 5
Document Description:	Change Order # 5 A/E Services, New Cooler Unit at Food Dist	To add reimbursable expenses per the pricing page in the original contract.	
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Jessica S Chambers		
Telephone:	(304) 558-0246		
Email:	jessica.s.chambers@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2019-10-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2021-09-30

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code: VC0000069367				Requestor Name: Alan M Clemans	
FOOD PLANT ENGINEERING LLC				Requestor Phone: (304) 558-2221	
10816 MILLINGTON COURT STE 110				Requestor Email: aclemans@wvda.us	
CINCINNATI		OH	45242		
US					
Vendor Contact Phone: 513-488-8888		Extension:			
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
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES  1900 KANAWHA BLVD E  CHARLESTON WV 25305-0173  US	AUTHORIZED RECEIVER 304-558-0573 AGRICULTURE DEPARTMENT OF FOOD DISTRIBUTION PROGRAM  4496 CEDAR LAKES RD  RIPLEY WV 25271  US

Total Order Amount: \$200,714.34

PURCHASING DIVISION AUTHORIZATION SIGNED BY: Linda B Harper  DATE: 2021-03-05 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: John S Gray  DATE: 2021-03-10 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: Beverly A Toler  DATE: 2021-03-11 ELECTRONIC SIGNATURE ON FILE
--	--	---

**Extended Description:**

Change Order No. 5

is issued to increase the original contract according to all terms, conditions, and specifications contained in the original contract. The contract price is increased as defined in the attached documentation.

All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and effect.

Original Contract Price:	\$190,180.00
Change Order # 1 Increase:	\$ 250.99
Change Order # 2 Increase:	\$ 251.58
Change Order # 3 Increase:	\$ 5,067.75
Change Order # 4 Increase:	\$ 3,319.36
Change Order # 5 Increase:	\$ 1,644.66
New Contract Total:	\$ 200,714.34

No Other Changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81000000	0.00000		0.000000	\$190,180.00
Service From	Service To	Manufacturer	Model No		
2019-10-01	2021-09-30				

**Commodity Line Description:** Engineering Services**Extended Description:**

Engineering Services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81000000	0.00000		0.000000	\$250.99
Service From	Service To	Manufacturer	Model No		
2019-10-01	2020-09-30				

**Commodity Line Description:** Engineering Services**Extended Description:**

Engineering Services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	81000000	0.00000		0.000000	\$251.58
Service From	Service To	Manufacturer	Model No		
2020-01-07	2020-03-31				

**Commodity Line Description:** Engineering Services**Extended Description:**

Engineering Services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	81000000	0.00000		0.000000	\$5,067.75
Service From	Service To	Manufacturer	Model No		
2019-10-01	2021-09-30				

**Commodity Line Description:** Engineering Services**Extended Description:**

Engineering Services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	81000000	0.00000		0.000000	\$3,319.36
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	
2020-08-01	2020-12-04				

**Commodity Line Description:** Engineering Services

**Extended Description:**

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
6	81000000	0.00000		0.000000	\$1,644.66
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	
2020-12-05	2021-02-05				

**Commodity Line Description:** Engineering Services

**Extended Description:**

**West Virginia Department of Agriculture**

Kent A. Leonhardt, Commissioner  
Joseph L. Hatton, Deputy Commissioner



February 10, 2021

Jessica Chambers  
WV Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305

**RE: Change Order for New Cooler Unit for Food Distribution (CCT AGR20\*1) A/E Services**

The WV Department of Agriculture (WVDA) is seeking Purchasing Division approval of a change order to request additional Architectural & Engineering fees, we have received invoices for allowable reimbursable expenses under the contract in section (Programming Reimbursable Expenses). Those cost to date is \$ 1,644.66 and are for Auto travel mileage, meals, Lodging, which are needed to get engineering administration review over the project.

Sincerely,

A handwritten signature in dark ink, appearing to read "A. Clemans", is written over a horizontal line.

Alan Clemans (Feb 10, 2021 11:42 EST)

**Alan Clemans, Assistant Director**  
**Administrative Services Division**

mailing address: 1900 Kanawha Blvd. East, Charleston, WV 25305-0009  
physical address: 217 Gus R. Douglass Lane, Charleston, WV 25312  
telephone: 304-558-3550 • fax: 304-558-2203

**[www.agriculture.wv.gov](http://www.agriculture.wv.gov)**

In accordance with federal and state laws, the West Virginia Department of Agriculture is prohibited from discrimination in its programs and services on the basis of race, color, religion, sex, age, national origin or ancestry, disability (including blindness), medical condition, marital status, veteran status, and political affiliation.



**Food Plant Engineering LLC**  
 10816 Millington Ct  
 STE 110  
 Cincinnati, OH 45242  
 513-488-8888

WV Agriculture Department of Administrative Services  
 Alan Clemans  
 1900 Kanawha Blvd. E  
 Charleston, WV 25305-0173

Invoice number 57088  
 Date 02/05/2021

Project **6244-002-D-CA WVDA: DESIGN &  
 CONST ADMIN: Warehouse Cooler  
 Addition**

Order Number: CCT 1400 AGR2000000001

Professional Services from 01-01-2021 to 02-05-2021

#### INVOICE SUMMARY

Description	Total Billed To Date	Current Billed
Schematic Design Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Design Development Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Construction Document Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Site Foundation Test Pits	4,816.00	0.00
Subtotal	4,816.00	0.00
Procurement Phase Reimbursable Expense		
Travel & Lodging	251.75	0.00
Printing Bid Document	0.00	0.00
Subtotal	251.75	0.00
Construction Admin Phase Reimbursable Expenses		
Travel & Lodging	4,964.02	471.87
Total	10,031.77	471.87

#### Construction Admin Phase Reimbursable Expenses

##### Travel & Lodging

##### REIMBURSABLES

	Units	Rate	Billed Amount
Travel - Meals			
Non Vendor REIMBURSABLES	1.00	5.46	5.46
	1.00	6.86	6.86
			12.02
Miles			
James L. Larva	765.00	0.585	447.53
Phase subtotal			471.87



Construction Admin Phase Reimbursable Expenses subtotal

471.87

Invoice total 471.87

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
57006	10/04/2020	963.12					963.12
57025	11/01/2020	1,177.98				1,177.98	
57055	12/04/2020	1,178.26			1,178.26		
57059	12/31/2020	1,172.79		1,172.79			
57088	02/05/2021	471.87	471.87				
Total		4,964.02	471.87	1,172.79	1,178.26	1,177.98	963.12

TERMS: NET 30

Lora Hammack

I hereby certify that the items listed hereon have been received and approved for payment.					
Name: <u>Lora Hammack</u> (Feb 9, 2021 11:00 EST)					Date: Feb 9, 2021
FUND	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO	SPEC HAND	
PROG/PROG PERIOD				AMOUNT	

Norman Bailey

I hereby certify that the items listed hereon have been received and approved for payment.					
Name: <u>Norman Bailey</u> (Feb 9, 2021 11:06 EST)					Date: Feb 9, 2021
FUND	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO	SPEC HAND	
PROG/PROG PERIOD				AMOUNT	

McDonald's Restaurant #14339  
109 STATE RTE 325 NORTH  
RIO GRANDE, OH 45874  
TEL# 710 245 5156

KS# 13 01/27/2021 11:15 AM  
Side1 Order 55  
1 Filet-O-Fish Meal 6.49  
1 L Coke  
Subtotal 6.49  
Tax 0.07  
Take-Out Total 6.56  
Cashless 6.56  
Change 0.00

ME# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 6.56  
CHIP READ  
AUTHORIZATION CODE - 051596

McDonald's Restaurant #14339  
109 STATE RTE 325 NORTH  
RIO GRANDE, OH 45874  
TEL# 710 245 5156

KS# 13 01/13/2021 11:55 AM  
Side1 Order 57  
1 Filet-O-Fish M-Lrg 6.79  
1 L Coke  
Subtotal 6.79  
Tax 0.07  
Take-Out Total 6.86  
Cashless 6.86  
Change 0.00

ME# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 6.86  
CHIP READ  
AUTHORIZATION CODE - 051596

DATE: 1-27-21  
PROJECT: WVDA  
EMPLOYEE: Jim Larva  
COMPANY VEHICLE OR PERSONAL VEHICLE: Company Vehicle  
WHICH COMPANY VEHICLE: MDX  
ODOMETER READING - START: 84863  
ODOMETER READING - FINISH: 85246  
ODOMETER READING - TOTAL: 383  
ODOMETER READING - COMMUTING MILEAGE:  
ODOMETER READING - TOTAL MILEAGE:  
COMMENTS:

DATE: 1-13-21  
PROJECT: WVDA  
EMPLOYEE: Jim Larva  
COMPANY VEHICLE OR PERSONAL VEHICLE: Company Vehicle  
WHICH COMPANY VEHICLE: MDX  
ODOMETER READING - START: 84340  
ODOMETER READING - FINISH: 84722  
ODOMETER READING - TOTAL: 382  
ODOMETER READING - COMMUTING MILEAGE:  
ODOMETER READING - TOTAL MILEAGE:

McDonald's Restaurant #14339  
109 STATE RTE 325 NORTH  
RIO GRANDE, OH 45874  
TEL# 710 245 5156

KS# 13 01/13/2021 05:01 AM  
Side1 Order 02  
1 Sau Egg McMuff M-Lrg 5.39  
1 L Coke  
Subtotal 5.39  
Tax 0.07  
Take-Out Total 5.46  
Cashless 5.46  
Change 0.00

ME# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 5.46  
CHIP READ  
AUTHORIZATION CODE - 069196

McDonald's Restaurant #14339  
109 STATE RTE 325 NORTH  
RIO GRANDE, OH 45874  
TEL# 710 245 5156

KS# 13 01/27/2021 05:07 AM  
Side1 Order 03  
1 Sau Egg McMuff M-Lrg 5.39  
1 L Coke  
Subtotal 5.39  
Tax 0.07  
Take-Out Total 5.46  
Cashless 5.46  
Change 0.00

ME# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 5.46  
CHIP READ  
AUTHORIZATION CODE - 053096



**Food Plant Engineering LLC**  
 10816 Millington Ct  
 STE 110  
 Cincinnati, OH 45242  
 513-488-8888

WV Agriculture Department of Administrative Services  
 Alan Clemans  
 1900 Kanawha Blvd. E  
 Charleston, WV 25305-0173

Invoice number 57059  
 Date 12/31/2020

Project 6244-002-D-CA WVDA: DESIGN &  
 CONST ADMIN: Warehouse Cooler  
 Addition

Order Number: CCT 1400 AGR2000000001

Professional Services from 12-05-2020 to 12-31-2020

# INVOICE SUMMARY

Description	Total Billed To Date	Current Billed
Schematic Design Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Design Development Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Construction Document Phase Reimbursable Expenses		
Travel & Lodging	0.00	0.00
Site Foundation Test Pits	4,816.00	0.00
Subtotal	4,816.00	0.00
Procurement Phase Reimbursable Expense		
Travel & Lodging	251.75	0.00
Printing Bid Document	0.00	0.00
Subtotal	251.75	0.00
Construction Admin Phase Reimbursable Expenses		
Travel & Lodging	4,492.15	1,172.79
Total	9,559.90	1,172.79

# Construction Admin Phase Reimbursable Expenses

## Travel & Lodging

## REIMBURSABLES

	Units	Rate	Billed Amount
Travel - Meals			
Non Vendor REIMBURSABLES			56.02
Miles			
James L. Larva	1,909.00	0.585	1,116.77
Phase subtotal			1,172.79
Construction Admin Phase Reimbursable Expenses subtotal			1,172.79

Invoice total **1,172.79**

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
57006	10/04/2020	963.12				963.12	
57025	11/01/2020	1,177.98			1,177.98		
57055	12/04/2020	1,178.26		1,178.26			
57059	12/31/2020	1,172.79	1,172.79				
Total		4,492.15	1,172.79	1,178.26	1,177.98	963.12	0.00

TERMS: NET 30

**Lora Hammack**

I hereby certify that the items listed hereon have been received and approved for payment.					
Name: <u>Lora Hammack</u> Lora Hammack (Jan 19, 2021 09:32 EST)				Date: Jan 19, 2021	
FUND	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO		SPEC HAND
PROG/PROG PERIOD				AMOUNT	

**Norman Bailey**

I hereby certify that the items listed hereon have been received and approved for payment.					
Name: <u>Norman Bailey</u> Norman Bailey (Jan 20, 2021 20:06 GMT+8)				Date: Jan 20, 2021	
FUND	FY	UNIT	APPROP	OBJ	SUB OBJ
VENDOR			PO		SPEC HAND
PROG/PROG PERIOD				AMOUNT	

KS# 13 12/30/2020 10:49 AM  
Side1 Order 35

1 McRib Meal 4.95  
1 L Coke

Subtotal 4.95  
Tax 0.07  
Take-Out Total 5.02

Cashless 5.02  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 5.02  
CHIP READ

KS# 13 12/12/2020 11:35 AM  
Side2 Order 50

1 2 Chsburger Meal 4.89  
1 L Coke

Subtotal 4.89  
Tax 0.07  
Take-Out Total 4.96

Cashless 4.96  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 4.96  
CHIP READ

KS# 13 12/07/2020 05:27 AM  
Side1 Order 12

1 Sau Egg McMuff M1-Hb 5.39  
1 L Coke

Subtotal 5.39  
Tax 0.07  
Take-Out Total 5.46

Cashless 5.46  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 5.46  
CHIP READ

KS# 13 12/30/2020 05:00 AM  
Side1 Order 01

1 Sau Egg McMuff M1-Hb 5.39  
1 L Coke

Subtotal 5.39  
Tax 0.07  
Take-Out Total 5.46

Cashless 5.46  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 5.46  
CHIP READ

KS# 13 12/16/2020 11:09 AM  
Side1 Order 83

1 McRib Meal 4.95  
1 L Coke

Subtotal 4.95  
Tax 0.07  
Take-Out Total 5.02

Cashless 5.02  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 5.02  
CHIP READ

KS# 13 12/16/2020 05:01 AM  
Side1 Order 03

1 Sau Egg McMuff M1-Hb 5.39  
1 L Coke

Subtotal 5.39  
Tax 0.07  
Take-Out Total 5.46

Cashless 5.46  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 5.46  
CHIP READ

KS# 13 12/23/2020 05:14 AM  
Side1 Order 04

1 Sau Egg McMuff M1-Hb 5.39  
1 L Coke

Subtotal 5.39  
Tax 0.07  
Take-Out Total 5.46

Cashless 5.46  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 5.46  
CHIP READ

KS# 13 12/09/2020 05:31 AM  
Side2 Order 21

1 Sau Egg McMuff M1-Hb 5.39  
1 L Coke

Subtotal 5.39  
Tax 0.07  
Take-Out Total 5.46

Cashless 5.46  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 5.46  
CHIP READ

KS# 13 12/09/2020 11:21 AM  
Side2 Order 24

1 Filet-O-Fish M1-Lrg 6.79  
1 L Coke

Subtotal 6.79  
Tax 0.07  
Take-Out Total 6.86

Cashless 6.86  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 6.86  
CHIP READ

KS# 13 12/23/2020 11:07 AM  
Side2 Order 67

1 Filet-O-Fish M1-Lrg 6.79  
1 L Coke

Subtotal 6.79  
Tax 0.07  
Take-Out Total 6.86

Cashless 6.86  
Change 0.00

MER# 510638  
CARD ISSUER ACCOUNT#  
Visa SALE \*\*\*\*\*4857  
TRANSACTION AMOUNT 6.86  
CHIP READ

DATE: 12/02/20  
PROJECT: West Virginia Department of Agriculture - Cooler Addition  
EMPLOYEE: James Larva  
COMPANY VEHICLE OR PERSONAL VEHICLE: Company Vehicle  
WHICH COMPANY VEHICLE: Acura MDX  
ODOMETER READING - START: 82090  
ODOMETER READING - FINISH: 82411  
ODOMETER READING - TOTAL: 381  
ODOMETER READING - COMMUTING MILEAGE:  
ODOMETER READING - TOTAL MILEAGE:  
COMMENTS:

DATE: 12/9/20  
PROJECT: WVDA - Cooler addition  
EMPLOYEE: James Larva  
COMPANY VEHICLE OR PERSONAL VEHICLE: Company Vehicle  
WHICH COMPANY VEHICLE: Acura MDX  
ODOMETER READING - START: 82485  
ODOMETER READING - FINISH: 82866  
ODOMETER READING - TOTAL: 381  
ODOMETER READING - COMMUTING MILEAGE: N/A  
ODOMETER READING - TOTAL MILEAGE:  
COMMENTS:

DATE: December 23, 2020  
PROJECT: WVDA  
EMPLOYEE: Jim Larva  
COMPANY VEHICLE OR PERSONAL VEHICLE: Company Vehicle  
WHICH COMPANY VEHICLE: MDX  
ODOMETER READING - START: 83402  
ODOMETER READING - FINISH: 83785  
ODOMETER READING - TOTAL: 383  
ODOMETER READING - COMMUTING MILEAGE:  
ODOMETER READING - TOTAL MILEAGE:  
COMMENTS:

DATE: 12/16/20  
PROJECT: WVDA - Cooler Addition  
EMPLOYEE: Jim Larva  
COMPANY VEHICLE OR PERSONAL VEHICLE: Company Vehicle  
WHICH COMPANY VEHICLE: Acura - MDX  
ODOMETER READING - START: 82913  
ODOMETER READING - FINISH: 83295  
ODOMETER READING - TOTAL: 382  
ODOMETER READING - COMMUTING MILEAGE: 0  
ODOMETER READING - TOTAL MILEAGE: 382  
COMMENTS:

DATE: 12-30-2020  
PROJECT: WVDA  
EMPLOYEE: Jim Larva  
COMPANY VEHICLE OR PERSONAL VEHICLE: Company Vehicle  
WHICH COMPANY VEHICLE: MDX  
ODOMETER READING - START: 83,809  
ODOMETER READING - FINISH: 84,191  
ODOMETER READING - TOTAL: 382  
ODOMETER READING - COMMUTING MILEAGE:  
ODOMETER READING - TOTAL MILEAGE:  
COMMENTS:

