



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

# State of West Virginia Contract

Order Date: 05-09-2022

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

Order Number:	CCT 0211 4001 GSD2200000005 2	Procurement Folder:	956160
Document Name:	EOI: Supreme Court Chamber Ceiling Evaluation and Repair	Reason for Modification:	Change Order No. 1 is issued to renew and increase the contract per the attached documentation.
Document Description:	EOI: Supreme Court Chamber Ceiling Evaluation and Repair		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Melissa Pettrey		
Telephone:	(304) 558-0094		
Email:	melissa.k.pettrey@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2022-12-13
Free on Board:		Effective End Date:	2023-12-12

## VENDOR

Vendor Customer Code: VS0000000330  
WDP & ASSOCIATES CONSULTING ENGINEERS INC  
10621 GATEWAY BLVD #200  
MANASSAS VA 20110-2055  
US  
Vendor Contact Phone: 703-257-9280 Extension: 118

## Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

## DEPARTMENT CONTACT

Requestor Name: Richard Scott Casdorph  
Requestor Phone: 304-957-7145  
Requestor Email: scot.r.casdorph@wv.gov

# 22

FILE LOCATION \_\_\_\_\_

## INVOICE TO

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
103 MICHIGAN AVENUE  
CHARLESTON WV 25305  
US

## SHIP TO

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION BLDG 1  
1900 KANAWHA BLVD E  
CHARLESTON WV 25305  
US

**ENTERED**

Total Order Amount: \$167,897.97

Purchasing Division's File Copy

## PURCHASING DIVISION AUTHORIZATION

DATE: *Tina H. 6/14/2022*  
ELECTRONIC SIGNATURE ON FILE

## ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John S. Gray 6/14/2022*  
ELECTRONIC SIGNATURE ON FILE

## ENCUMBRANCE CERTIFICATION

DATE: *Melissa J. Stiles 6/14/2022*  
ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

Change Order 1

Change Order No. 1 is issued to renew the original contract according to all terms, conditions, and specifications contained in the original contract and all authorized change order, except that the contract lump sum is increased as defined in the attached documentation.

Effective date of renewal December 13, 2022 through December 12, 2023.

Renewal Years Remaining: 2

Original Contract Price: \$19,788.00  
Change Order No. 1 Increase: \$148,109.97  
Contract New Total: \$167,897.97

No Other Changes.

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81101508	0.00000		0.000000	\$19,788.00
Service From	Service To	Manufacturer		Model No	
2022-12-13	2023-12-12				

**Commodity Line Description:** EOI: Supreme Court Chamber Ceiling Evaluation and Repair

**Extended Description:**

Per attached B101, Tasks 1, 2 and 3 (Initial Investigative Phase only)

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81101508	0.00000		0.000000	\$12,009.97
Service From	Service To	Manufacturer		Model No	
2022-12-13	2023-12-12				

**Commodity Line Description:** Task 1 - KTA Reimbursable Paint Analysis

**Extended Description:**

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	81101508	0.00000		0.000000	\$61,236.00
Service From	Service To	Manufacturer		Model No	
2022-12-13	2023-12-12				

**Commodity Line Description:** Task 2 - Instrumentation and Paint Evaluation

**Extended Description:**

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	81101508	0.00000		0.000000	\$30,072.00
Service From	Service To	Manufacturer		Model No	
2022-12-13	2023-12-12				

**Commodity Line Description:** Task 3 - Design Phase Services

**Extended Description:**

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	81101508	0.00000		0.000000	\$7,946.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	
2022-12-13	2023-12-12				

**Commodity Line Description:** Task 4 - Bid Assistance

**Extended Description:**

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
6	81101508	0.00000		0.000000	\$36,846.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	
2022-12-13	2023-12-12				

**Commodity Line Description:** Task 5 - Construction Administration

**Extended Description:**

Revised May 2, 2022



West Virginia Department of Administration  
General Services Division  
112 California Avenue  
Charleston, West Virginia 25305

Attention: Timothy Lee  
Project Manager

Charlottesville, VA

Manassas, VA

Blacksburg, VA

Myrtle Beach, SC

New York, NY

Reference: Change Order #1: Additional Investigation, Design, and CA Services  
West Virginia Supreme Court Chambers Ceiling Repairs  
GSD2200000005  
WDP Project No. 21338

Dear Mr. Lee:

WDP & Associates Consulting Engineers, Inc., ("WDP") is pleased to provide this change order proposal to the West Virginia General Services Division (the "Client") for the Additional Services described in detail in the Scope of Services section of this Agreement.

### **SCOPE OF SERVICES**

This Agreement is limited exclusively to the Work as described in this Scope of Services section. Anything not expressly described shall be considered expressly excluded from the Work. WDP proposes to perform the Work described as follows:

#### **Task 1. KTA Reimbursable Paint Analysis**

As part of the initial investigation phase, WDP engaged KTA-Tator to provide testing and analysis of the existing paint system at the Supreme Court chamber ceiling. This expense was excluded from our initial proposal and is being submitted as a Reimbursable Expense, with markup, in accordance with Article 11.8 of our Contract.

#### **Task 2. Instrumentation & Paint System Evaluation**

WDP will perform additional testing to follow through on recommendations WDP presented its memorandum dated March 4, 2022.

#### **Condensation Potential Study**

WDP will perform additional investigation work to verify whether the deleterious conditions that contributed to the moisture damage are still present and need to be remediated prior to repairing and repainting the plaster. This investigation work will primarily consist of installing temporary instrumentation to measure and record the hygrothermal conditions within the courtroom, above the ceiling, and at the



ductwork to evaluate the potential for condensation above the ceiling. Based on correspondence with the GSD, we anticipate that the primary installation of the instrumentation will be coordinated to occur before the court resumes its spring schedule. We anticipate that the instrumentation would be in place until the court's summer recess. At that point, WDP will retrieve the instrumentation and analyze the data to evaluate the potential for detrimental conditions and make further recommendations for work that may need to be incorporated as part of the overall repair project.

#### Paint System Evaluation

WDP will perform an evaluation of potential paint systems to select the paint system that will be used in repainting the Supreme Court ceiling and may be used in other areas of the Capitol Building. WDP will perform the evaluation in general accordance with the attached Paint Testing Scope Memorandum developed by WDP. WDP will engage a Contractor to prepare test panels and in-place paint mockups. Due to scheduling constraints for the Supreme Court chamber, it is our understanding that in-place mockups be performed at an alternate plaster ceiling location within the east wing to be coordinated by the GSD. WDP will engage a qualified testing agency to perform laboratory testing of the test panels and to perform evaluations at the in-place mockups.

#### **Task 3. Design Phase Services**

WDP will develop Contract Documents for repairs at the Supreme Court Chamber as outlined in our March 4 memorandum. The design will generally encompass selective repairs to the areas of damaged plaster and replacement of the coatings at the chamber ceiling and north and south gallery walls. It is anticipated that in addition to the above repairs, the scope of work for the repair project will also include:

- Temporary access and protection;
- Preconstruction condition assessment of the existing coating bond strength;
- Selective removal of existing coatings;
- Selective abatement of existing lead paint; and
- Isolated plaster patching and crack repairs;

It is anticipated that two design submissions will be provided ahead of the official bid document submission: a schematic level design for review by the Capitol Building Commission and a 95% Design Submission. It is anticipated that WDP will participate in bi-weekly design review meetings to keep the GSD abreast and integrated with the design process. At key milestones during the design progress, the bi-weekly meeting will be treated as a "page turn" meeting where WDP will present the progress made to date on the design and discuss upcoming design tasks with the GSD to ensure the project team is in agreement with the approach.





Our Contract Documents will include a full Project Manual, Bid Documents, and Drawings including architectural plans, elevations, and details. Based on the sensitivity and significance of the space, our design will incorporate requirements for temporary protection.

The following outlines the anticipated coordination with various State agencies as the design progresses:

- State Historical Preservation Office (SHPO)  
It is our anticipation to integrate SHPO into the design process and have representatives from SHPO attend the "page turn" progress meetings when necessary to ensure they are kept abreast of the scope of the project and anticipated historic preservation approach. The 95% Construction Documents will be provided to SHPO for formal review. For the purposes of this proposal, it is assumed that there will be additional coordination with SHPO to address any comments that are received.
- Capitol Building Commission (CBC)  
WDP will provide a Schematic level design for review by the CBC. WDP will also develop a formal presentation and present the project to the CBC. It is anticipated that an off-cycle CBC meeting will be required based on the project schedule to allow review and comment by the CBC within the proposed design and construction schedule.
- Fire Marshal Review  
WDP will meet with the State Fire Marshal's Office to present the scope of work at the 95% design development phase for review and comment. Any feedback received from the Fire Marshal will be incorporated into the Construction Document submission. WDP will also submit the Plan Review Permit for the review of these documents and cover the fee associated with this review. For the purposes of this proposal, it is assumed that the plan review fee will be \$1,000.

Construction Document Submission

WDP will submit Construction Documents signed and sealed by a Professional Engineer licensed in the State of West Virginia which will include modifications based on feedback and comments received from the 95% submission. The Construction Documents will be submitted electronically as Adobe PDF files, and three (3) sets of hard copies (one full-size and two half-size sets) will be provided to the GSD solely for the GSD's use.



#### Anticipated Design Schedule

The following is the proposed design schedule for the development of the Contract Documents:

Schematic Level Submission to CBC	TBD
Presentation to CBC	TBD
Submit 95% Construction Documents to GSD, SHPO, & Fire Marshal	TBD
Submit Construction Documents	Within two (2) weeks of receiving comments on Drawings and Specifications

#### **Task 4. Phase-1 Bid Assistance**

Upon completion of the final Construction Documents, WDP will assist the GSD with evaluating and selecting a qualified general contractor to perform the work. At the request of the GSD, WDP will issue the final Contract Documents to seven plan houses provided by the GSD. As part of the bidding process, WDP staff will attend a mandatory pre-bid meeting on-site to discuss the project and collect questions on the bid set from the potential bidders. Upon completion, WDP will prepare pre-bid meeting minutes to summarize the discussions to include written clarification of any questions from the potential bidders. WDP's staff will also review questions submitted in writing from the potential bidders and prepare any appropriate addenda necessary for the contract. WDP will submit pre-bid meeting minutes and any addenda for the GSD to submit to the WV State Purchasing Division for issuance to bidders. WDP will provide draft AIA A201 contract documents to Client for signature by Owner and Contractor prior to award of contract for construction.

#### **Task 5. Construction Administration**

WDP will provide Construction Administration Services during the Construction Phase of the project. It is anticipated these services will include conducting preconstruction meetings, attendance at progress meetings, reviewing submittals and shop drawings, responding to RFIs, performing construction observations, reviewing pay applications and change orders, and performing project closeout responsibilities. Based on the complexity of the project and the nature of the work, it has been our experience that we will need to be more intimately involved in the construction phase than is typically undertaken by the Designer of Record for new construction projects. WDP will be closely involved in the demolition to evaluate unforeseen conditions and provide additional guidance as needed to ensure successful execution of the project.

West Virginia Supreme Court Chambers Ceiling Repairs  
 CO#1: Additional Investigation, Design, & CA Services  
 WDP Proposal No. 21338  
 Revised May 2, 2022  
 Page No. 5



For the purposes of this proposal, we have assumed that these services will be provided for a period of three (3) months beginning when the Notice to Proceed is issued to the successful bidder. Construction administration services will begin prior to the Contractor mobilization of the site as additional coordination and submittal reviews will be required prior to the start of work. Construction Administration Services performed beyond the anticipated three months will be considered Additional Services.

Given the limited availability of the Supreme Court Chamber for performance of the repair work, and given that the repair work may not be able to be performed until the court's summer 2023 recess due to the time required to bid and award the repair contract, **WDP requests to renew our Contract by one year, from December 13, 2022 to December 12, 2023, to cover all services through the financial completion of the construction contract for which these design services are being undertaken.**

#### FEES AND PAYMENTS

WDP's Services, with the exception of the Subcontractors, Laboratory testing, and Fire Marshal review fee, will be provided on a Lump Sum basis in accordance with the following fee estimate. The Subcontractors, Laboratory testing, and Fire Marshal review fee shall be considered Reimbursable Expenses and are included as Allowances in the Estimate Fee for budget purposes only. The Allowances are not Lump Sum Fees or Guaranteed Maximum Fees and are provided for reference. WDP will submit a change order proposal for an adjustment in the total contract amount to reflect actual cost, plus markup per Section 11.8 of the Contract, for Allowance items included in the Fee Estimate.

#### Fee Estimate

##### Task 1: KTA Reimbursable Paint Analysis

KTA Reimbursable Paint Analysis	\$	10,443.45
Cost markup	\$	1,566.52
<b>Subtotal</b>	<b>= \$</b>	<b>12,009.97</b>



West Virginia Supreme Court Chambers Ceiling Repairs  
CO#1: Additional Investigation, Design, & CA Services  
WDP Proposal No. 21338  
Revised May 2, 2022  
Page No. 6



### **Task 2. Instrumentation & Paint System Evaluation**

Principal	8 hrs.	@	\$258.00	/hr. = \$	2,064.00
Senior Engineer I	48 hrs.	@	\$170.00	/hr. = \$	8,160.00
Mileage	700 mi.	@	\$0.58	/mi. = \$	406.00
M&IE (First & Last Days)	8 man days	@	\$48.00	/day = \$	384.00
Lodging	4 man days	@	\$109.00	/day = \$	436.00
Materials				\$	200.00
Instrumentation Fee				\$	2,500.00
Subcontractor Allowance				\$	6,500.00
Laboratory Testing Allowance				\$	33,600.00
Subconsultant Field Testing Allowance				\$	7,000.00
<b>WDP Subtotal = \$</b>					<b>14,150.00</b>
<b>Allowance Subtotal \$</b>					<b>47,100.00</b>
<b>Task Subtotal \$</b>					<b>61,250.00</b>

WDP will invoice actual cost plus allowed mark-up for subcontractor and subconsultants.

### **Task 3: Design Phase Services**

Principal	24 hrs.	@	\$258.00	/hr. = \$	6,192.00
Senior Engineer I	48 hrs.	@	\$170.00	/hr. = \$	8,160.00
Staff Engineer II	64 hrs.	@	\$130.00	/hr. = \$	8,320.00
Senior CAD Operator	64 hrs.	@	\$100.00	/hr. = \$	6,400.00
Fire Marshal Review Allowance				= \$	1,000.00
<b>WDP Subtotal = \$</b>					<b>29,072.00</b>
<b>Allowance Subtotal \$</b>					<b>1,000.00</b>
<b>Task Subtotal \$</b>					<b>30,072.00</b>

WDP will invoice actual cost plus allowed mark-up for fire marshal review fee.

### **Task 4: Bid Phase Services**

Principal	8 hrs.	@	\$258.00	/hr. = \$	2,064.00
Senior Engineer I	24 hrs.	@	\$170.00	/hr. = \$	4,080.00
Mileage	700 mi.	@	\$0.58	/mi. = \$	406.00
M&IE (First & Last Days)	4 man days	@	\$48.00	/day = \$	192.00
Lodging	2 man days	@	\$109.00	/day = \$	218.00
Plan Room Fees				= \$	1,000.00
<b>WDP Subtotal = \$</b>					<b>7,960.00</b>

West Virginia Supreme Court Chambers Ceiling Repairs  
CO#1: Additional Investigation, Design, & CA Services  
WDP Proposal No. 21338  
Revised May 2, 2022  
Page No. 7



**Task 5: Construction Administration**

Principal	24 hrs.	@	\$258.00	/hr. = \$	6,192.00
Senior Engineer I	64 hrs.	@	\$170.00	/hr. = \$	10,880.00
Staff Engineer II	72 hrs.	@	\$130.00	/hr. = \$	9,360.00
Senior CAD Operator	48 hrs.	@	\$100.00	/hr. = \$	4,800.00
Mileage	4900 mi.	@	\$0.58	/mi. = \$	2,842.00
M&IE (First & Last Days)	28 man days	@	\$48.00	/day = \$	1,344.00
Lodging	14 man days	@	\$109.00	/day = \$	1,526.00
<b>WDP Subtotal =</b>					<b>\$ 36,944.00</b>

*West Virginia  
General Services  
Division agrees  
to CO#1.  
Cody Taylor*

<b>WDP Total</b>	<b>\$ 88,126.00</b>
<b>Reimbursable Expense Total</b>	<b>\$ 12,009.97</b>
<b>Allowance Total</b>	<b>\$ 48,100.00</b>
<b>Total Fee</b>	<b>\$ 148,235.97</b>

**DELAY OF WORK DUE TO COVID-19**

WDP will make every effort to complete the Work listed in the Scope of Services and provide required deliverables within the timeframe/schedule discussed within this proposal. However, Client acknowledges and accepts that WDP may need to request an extension to complete the Work/deliverable(s) due to unavailability of staff because of COVID-19 related quarantine(s) or illness(es). WDP will notify the Client as soon as it is aware of a necessary extension and will make every effort to complete the Work as expeditiously as possible based on available personnel and their scheduled availability. Client agrees to not unreasonably deny WDP's request for an extension to complete the Work due to unavailability of staff because of COVID-19 related quarantine(s) or illness(es).

**ADDITIONAL SERVICES**

Experience indicates that certain additional items of work may be required or necessary which WDP cannot presently determine or estimate. For this reason, the fee for these items is not included in the provisions on "Fees and Payments" for the performance of the Work. Furthermore, the performance of these items is not included in the Work unless the item is expressly described as part of the Work in the preceding Scope of Services section. These additional items of work ("Additional Services") are caused by many factors, usually at the discretion of the Client. They may also be caused by the reviewing agency of Client variance/deviation from present policies and standards or reviewing governmental agencies. "Additional Services" may sometimes be referred to as extras, change orders, or add-ons, but for purposes of this Agreement all such descriptions are intended to be encompassed within the term Additional Services.

West Virginia Supreme Court Chambers Ceiling Repairs  
CO#1: Additional Investigation, Design, & CA Services  
WDP Proposal No. 21338  
Revised May 2, 2022  
Page No. 8



We thank you for the opportunity to provide our services and look forward to working with you on this project.

Respectfully submitted,

**WDP & Associates Consulting Engineers, Inc.**

A handwritten signature in black ink, appearing to read "RAC", written over a light blue horizontal line.

Rex Cyphers, P.E.  
Principal

A handwritten signature in black ink, appearing to read "Patrick B. Dillon", written over a light blue horizontal line.

Patrick B. Dillon, Ph.D., P.E.  
Senior Engineer I



145 Enterprise Drive, Pittsburgh, PA 15275  
Phone: (412) 788-1300 FAX (412) 788-1306

Mr. Patrick Dillon  
WDP & Associates  
335 Greenbriar Dr., Suite 205  
Charlottesville, VA 22901

Invoice Number 057991  
Invoice Date January 27, 2022  
PO Number Email Dtd 12/01/21  
Contract  
Project 410736-00  
KTA Federal ID No. 25-1342759  
Page 1 of 1

Work from 12/10/2021 through 01/16/2022

Manager Beers, Adam G.

Project: West Virginia Supreme Court Ceiling Investigation  
KTA Proposal No.: PN2113059

		Week Ending Date	Current Hours	Rate	Current Amount
<b>Labor:</b>					
Professional	Beers, Adam G.	12/19/2021	20.50	200.00	4,100.00
Professional	Beers, Adam G.	12/26/2021	1.50	200.00	300.00
Professional	Beers, Adam G.	1/2/2022	4.00	200.00	800.00
	Labor:		<u>26.00</u>		<u>5,200.00</u>

**Travel Charges:**

Travel Expenses	Adam Beers	BEE001 12/19/2021		443.46
Subtotal Travel Charges:				<u>443.46</u>

**Test Services:**

a. Micro - Thickness only	9.00 EACH	85.00	765.00
b. Infrared Spectroscopy	7.00 EACH	225.00	1,575.00
c. Metals: Lead, Cadmium, Chromium	7.00 EACH	34.50	241.50
d. Project Fee	1.00 EACH	190.00	190.00
Subtotal Test Services:			<u>2,771.50</u>

**Invoice Total**

8,414.96

Billing To Date 8,414.96

Billers: Spangenberg, Kathleen

Approved By: Beers, Adam G.

Make Check Payable to: KTA-Tator, Inc

# **KTA-TATOR, INC. - EXPENSE SHEET**

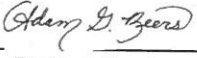

DISTRIBUTION:		Week Ending: <u>12/19/21</u>	
NAME: <u>Adam Beers</u>		JOB NUMBER / CHARGE NO.: <u>410736</u>	
ADDRESS: <u>1510 Charlton Heights Rd</u>		CUSTOMER NAME: <u>WDP &amp; Associates</u>	
<u>Coraopolis, PA 15108</u>		TYPE SERVICE / TASK PERFORMED: <u>Consulting</u>	
NEW ADDRESS? <u>No</u>		JOB DESCRIPTION: <u>WV Supreme Court project</u>	

Enter P for Pre-Paid or D if Direct billed	MON 12/13/21	TUES 12/14/21	WED 12/15/21	THURS 12/16/21	FRI 12/17/21	SAT 12/18/21	SUN 12/19/21	PRE-PAID TOTALS	REIMBURSABLE TOTALS	TYPE OF EXPENSE
AIRFARE								0		
BAGGAGE FEES								0		
HOTEL			\$105.20	\$105.20				0	\$210.40	Billable to client
CAR RENTAL				\$144.90				0	\$144.90	Billable to client
GASOLINE				\$49.60					\$49.60	Billable to client
TAXI-Uber										
MILEAGE										
MILEAGE										
@ rate/mile	\$0.560									
TOLLS										
PARKING			\$7.00	\$7.00					\$14.00	Billable to client
PER DIEM										
MEALS - Breakfast										
- Lunch			\$11.76						\$11.76	Billable to client
- Dinner			\$12.80						\$12.80	Billable to client
BUSINESS MEALS*										
PHONE / FAX										
POST AGE, SHIPPING, COPIES										
SUPPLIES										
SUPPLIES										
EQUIPMENT										
EQUIPMENT										
OTHER										
OTHER										
KEY: When Pre-Paid (P) or Direct Bill (D) is entered, auto total in pre-Paid column. Otherwise, totals in reimbursable Total Column Type of service: select 'Billable' (to the client) or 'Non-billable' to the client for each line entry. Don't change rows 17-18	TOTALS:								\$443.46	
	LESS EXPENSE ADVANCE									
	TOTAL REIMBURSABLE EXPENSES:								\$443.46	

## **ONLY THOSE ITEMS SUPPORTED BY ITEMIZED RECEIPTS WILL BE REIMBURSED**

BALANCE FORWARD	(412.11)	<b>**FOR ACCOUNTING PURPOSES ONLY**</b>		BALANCE REPAID	Invoice #
PREVIOUS EXP. CHECK					
EXPENSE TOTAL	(443.46)	OK PM 12-28			G/S
BALANCE FORWARDED	(855.57)				21-39

I certify that the above information is an accurate representation of valid business expense incurred, in accordance with KTA-Tator, Inc. policy and any job-specific requirements. I have reviewed the above information and associated support documentation

		
Employee Signature	Supervisor's Signature	Client Signature (If required)
SUPPLEMENTAL COMMENTS: Rental car and airport parking divided between 2 projects. Gas was filled at the end of each project.		





92

12-17-21

Adam Beers  
1510 Charlton Heights Rd  
Coraopolis Us 15108  
United States

Folio No. : 415998  
A/R Number :  
Group Code :  
Company : traveling  
Membership No. : PC 238667798  
Invoice No. :

Room No. : 604  
Arrival : 12-14-21  
Departure : 12-16-21  
Conf. No. : 43553031  
Rate Code : IDME0  
Page No. : 1 of 1

Date	Description	Charges	Credits
12-14-21	*Accommodation	93.10	
12-14-21	State Tax	6.52	
12-14-21	City Tax	5.59	
12-15-21	*Accommodation	93.10	
12-15-21	State Tax	6.52	
12-15-21	City Tax	5.59	
12-16-21	Visa XXXXXXXXXXXXX6821		210.42
Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - <a href="http://www.ihg.com/reviews">www.ihg.com/reviews</a> . We look forward to welcoming you back soon.		<b>Total</b>	<b>210.42 210.42</b>
		<b>Balance</b>	<b>0.00</b>

**Guest Signature:** \_\_\_\_\_

I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Holiday Inn Express - Civic Center  
100 Civic Center Drive  
Charleston, WV 25301  
Telephone: (304) 345-0600 Fax: (304) 343-1322

Rental car divided by two projects: \$144.90 and \$144.91

# AVIS<sup>®</sup>

We are proud to feature a 100% smoke-free fleet!

RENTAL AGREEMENT NUMBER: 789040593

RECEIPT

## Your Information

Customer Name: ADAM BEERS  
Avis Worldwide Discount: AVIS.COM-UP TO 25% OFF  
Method of Payment: VISA XX6821

## Your Vehicle Information

Vehicle Number: 93806464  
Vehicle Group Rented: Standard SUV-5 Pass  
Vehicle Group Charged: Intermediate SUV  
Vehicle Description: WHI MITSUBISHI  
OUTLANDER 4WD  
License Plate Number: FLGHYJ45  
Odometer Out: 15  
Odometer In: 47067  
Total Driven: 47052  
Fuel Reading: Out 15.8 Gal| In 14.3 Gal

## Your Rental

Pickup Date/Time: DEC 13, 2021 @ 5:16PM  
Pickup Location: 115 RENTAL CAR ACCESS ROAD  
PITTSBURGH INTERNATIONAL APO  
PITTSBURGH, PA, 15231, US  
412-472-5200

Return Date/Time: DEC 16, 2021 @ 7:08PM  
Return Location: 115 RENTAL CAR ACCESS ROAD  
PITTSBURGH INTERNATIONAL APO  
PITTSBURGH, PA, 15231, US  
412-472-5200

Additional fees may apply  
if changes are made  
to your return date, time  
and/or location.

## Your Vehicle Charges (MIN 1 DAY IF NOT MET DLY RT = 49.99 / MAX 5 DAY)

Rate Chart:	Free Miles:	Time and Mileage:
Miles: UNLIMITED		Your Discount:
Hourly: 37.50		1 Ad'l Day @ 49.99 = 49.99
Ad'l day: 49.99		Period @ 149.97 = 149.97
Period: 149.97		Less 5.00% Discount = (-)10.00
		<b>Time and Mileage: 189.96</b>

## Your Optional Products/Services

Fuel Service = (15.8 Gal Out- 14.3 Gal In) 9.790/GAL

Optional Services Total: 0.00

## Your Taxable Fees

11.11% Concession Recovery Fee	21.37
CUSTOMER FACILITY CHG 8.00/D	24.00
ENERGY RECOVERY FEE 0.60/DY	2.40

Sub-total-Charges: 237.73  
TAX 7.000% 16.64

## Your Non-Taxable Products/Services

*2% PASS CAR RENT TAX	4.75
Fuel Service	14.69
COUNTY SURCHARGE 2.00/DY	8.00
STATE SURCHARGE 2.00/DY	8.00

Your Total Charges: 289.81  
Prepayment 0.00

Net Charges:	USD 289.81
Your Total Due:	0.00

Thank you for renting with Avis.  
For all other inquiries, please contact us at 1-800-352-7900 or [www.Avis.com](http://www.Avis.com).  
At Avis, we are committed to providing you with the best rental experience in the industry. We are in the business of treating people like people.  
Thank you for renting with AVIS. To enroll in AVIS preferred and to enroll in the AVIS loyalty program, please visit [avis.com](http://avis.com) for more information.

Your vehicle was rented to you by KARA. Your vehicle was checked in by MARYANN.

Capitol Food Crt SnackBar  
1900 Kanawha Blvd. E. Bld 7.  
304-558-3800

Ticket 238  
Cashier : pam  
12:41 PM

Dine In  
COUNTER  
Date 12/15/21

1 holiday meal 10.99

Sub Total : 10.99  
Sales Tax : .77  
Check Total \$ 11.76  
CREDIT CARD 11.76  
Change Due : .00

T AND L VENDING  
CAPITOL FOOD COURT SNACK BAR  
THANK YOU! PLEASE COME AGAIN!

CAPTAIN D'S 3531  
Order # 0252  
DRIVE THRU

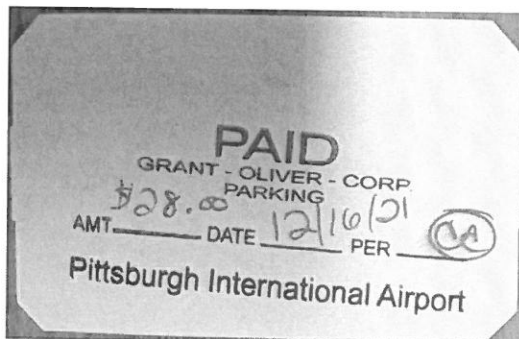
GS: Jazmyne Guest#003  
1 TLPA & SKW ML 8.99  
ADD BLACKENED  
COLE SLAW  
OKRA 0.49  
1 LARGE DRINK 2.49  
LEMONADE  
NO ICE  
SUB 11.97  
TAX 0.83  
TOTAL 12.80  
VISA 12.80  
CHANGE DUE 0.00  
21:20 02 08 12/15/21

Guest Comments: contact.captainds.com

Restaurant:  
114 Kanawha Blvd E  
Charleston, WV 25301  
304-342-5956

Visit us at www.captainds.com

Parking divided by 2 projects: \$14/project.



WELCOME TO  
BFS FOODS  
TRUCK-STOP

Sunoco  
106 Gas Co. Rd.  
Mt. Morris PA 15348

Description	Qty	Amount
UNLD CR #02	13.9366	49.60
SELF @ 3.559/ G		
Subtotal		49.60
Tax		0.00
<b>TOTAL</b>		<b>49.60</b>
CREDIT \$		49.60

CHASE VISA  
USD\$49.60  
\*\*\*\*\*6821  
Entry: Chip Read  
AppName: CHASE VISA  
AuthNet: VISA  
MODE: Issuer  
AID: A0000000031010  
Auth #: 087060  
Resp Code: 000  
Stan: 0279461116  
Invoice #: 334478  
Shift #: 1  
Store # \*\*\*\*\*



145 Enterprise Drive, Pittsburgh, PA 15275  
Phone: (412) 788-1300 FAX (412) 788-1306

Mr. Patrick Dillon  
WDP & Associates  
335 Greenbriar Dr., Suite 205  
Charlottesville, VA 22901

Invoice Number	058438
Invoice Date	April 05, 2022
PO Number	Email Dtd 12/01/21
Contract	
Project	410736-00
KTA Federal ID No.	25-1342759
Page	1 of 1

Work from 01/17/2022 through 03/27/2022

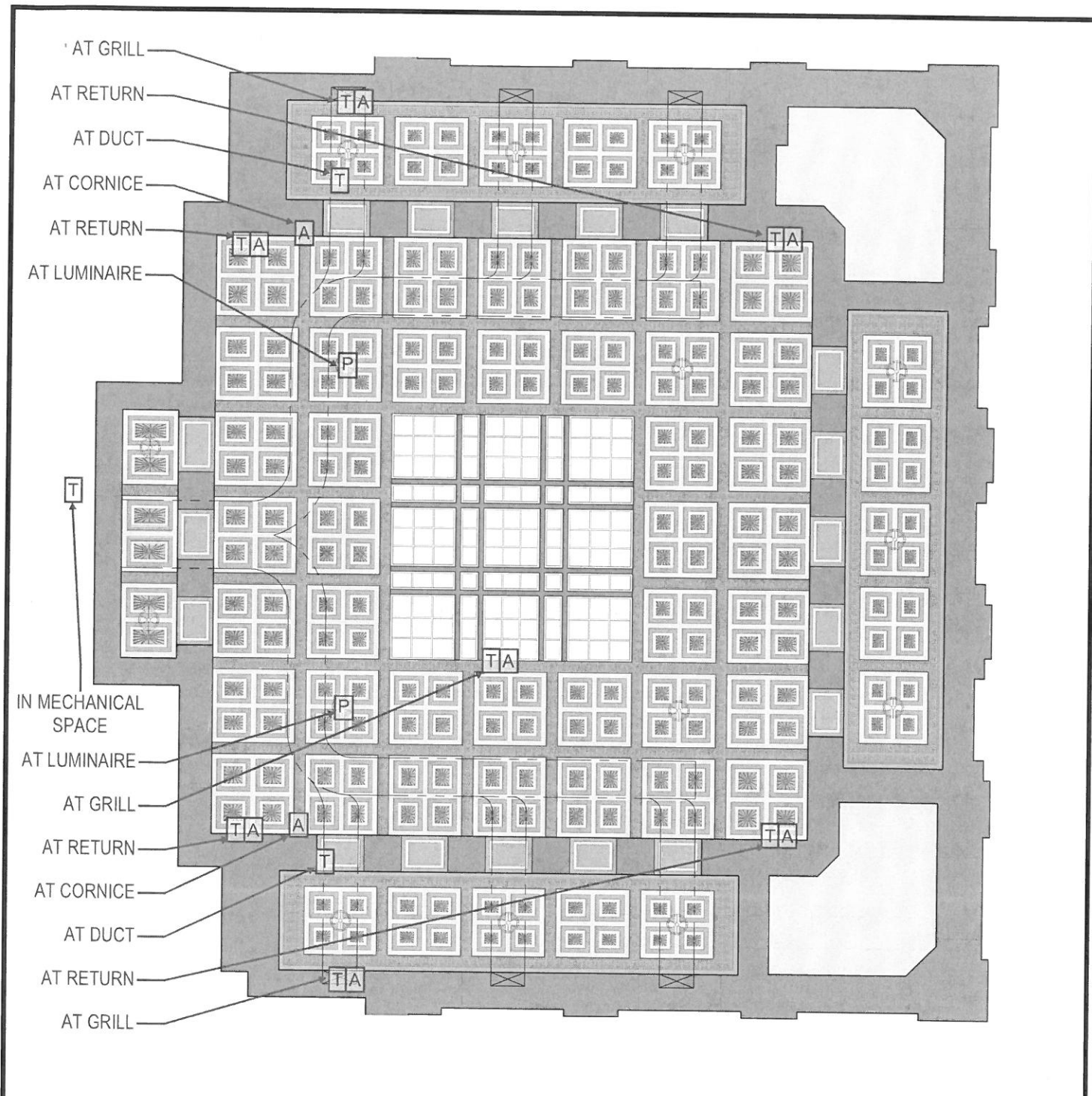
Manager Beers, Adam G.

Project: West Virginia Supreme Court Ceiling Investigation  
KTA Proposal No.: PN2113059

[illegible]

		Billing To Date	10,443.45
Biller:	Spangenberg, Kathleen	Approved By:	Beers, Adam G.

Make Check Payable to: KTA-Tator, Inc



**LEGEND**

SUPPLY DUCTWORK ABOVE CEILING	---
TEMP/RH PROBE	P
TEMP/RH AMBIENT	A
THERMOCOUPLE	T



## MEMORANDUM

DATE: March 29, 2022

FROM: Patrick B. Dillon, Ph.D., P.E.  
Senior Engineer  
WDP & Associates Consulting Engineers, Inc.

SUBJECT: Paint Testing Scope Memorandum  
WV Capitol Plaster Coating Evaluation Program  
WDP Project No.: 21338



Hinton, WV

Manassas, VA

Charlottesville, VA

Blacksburg, VA

Myrtle Beach, SC

New York, NY

WDP & Associates Consulting Engineers, Inc., (WDP) is soliciting proposals for laboratory testing services for the work described in the Laboratory Testing section of this memorandum. WDP has developed this memorandum to outline the testing program to test and evaluate the performance of potential high-performance architectural coatings (HIPAC) to be applied over interior historic plaster surfaces at the West Virginia Capitol Building. The test methodology will be in general accordance with the methods outlined in ASTM D3730-17, "Standard Guide for Testing High-Performance Interior Architectural Wall Coatings," but modified to better represent the in-situ conditions, as outlined in this memorandum.

**TEST PANEL PREPARATION (FOR REFERENCE ONLY)**

WDP will engage a contractor to prepare test panels for use in the testing. It is anticipated that three coating systems selected by WDP will be evaluated during the testing program. However, the quantity of coating systems to be evaluated may be modified by WDP. Samples of each coating system will be procured so as to produce the identical finish color to be selected by WDP.

The coatings will be applied to approximately 6" x 3" x 7/8" test panels (or other size as required by test equipment) fabricated from three-coat, lath-reinforced plaster to match the existing historic plaster. To minimize possible variation between panels, the plaster system shall be fabricated in manageably-sized sections and cut into test panels after curing. Approximately ten extra test panels for each system shall be prepared to account for potential outliers or issued during the fabrication process. It is anticipated that non-metal lath will be used to facilitate cutting of the panels and minimize the potential impacts of lath oxidation during the laboratory testing.

The plaster test panels shall be permitted to cure for a period at least 14 days, but not less than that required by the manufacturers of the coating systems being evaluated. Each test panel shall be indelibly marked on its back side with a unique identifier prior to coating. The identifiers shall include a character that identifies the coating system applied to the panel.

The finish face of each test panel shall be prepared in accordance with the coating manufacturer's recommendations prior to coating. Each complete HIPAC system shall be applied in accordance with the manufacturer's recommendations with the panel in the overhead position. All test panels for each given coating system shall be fabricated as a group at the same time with each unique coat being taken from the same paint container and applied using the same methods.



After the final coat on each batch of test panels has cured, WDP will evaluate each group of test panels in general accordance with ASTM D1729, "Practice for Visual Appraisal of Colors and Color Differences of Diffusely-Illuminated Opaque Materials," to identify and remove test panels that may be visually different from the others. The Contractor will securely and safely package the remaining test panels for shipping to the laboratory for testing.

## LABORATORY TESTING

### Color Measurement

Upon receiving each group of test panels, the panels should be evaluated for damage that may have occurred during shipped. Any damaged panels shall be removed from the testing pool and reported to WDP.

Measure each test panel's color in accordance with ASTM D2244-21, "Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates," and specular gloss (60°) in accordance with ASTM D523-18, "Standard Test Method for Specular Gloss." Measurements shall be performed at three different locations on each specimen. Color measurements shall be recorded and reported using the CIELAB opponent-color space. Report the individual measurement values and average values for each test panel.

### Test Subgroup Population

Populate the test subgroups in Table 1 by randomly selecting five test panels from each group. Repeat the above procedures for each group. Retain the unselected test panels in reserve separate from the test panels to be tested.

**Table 1. Laboratory Test Groups and Subgroups**

Groups		
Coating System A	Coating System B	Coating System C
Adhesion control subgroup	Adhesion control subgroup	Adhesion control subgroup
Heat/cold subgroup	Heat/cold subgroup	Heat/cold subgroup
Heat/humidity subgroup	Heat/humidity subgroup	Heat/humidity subgroup
Blister subgroup	Blister subgroup	Blister subgroup
UV-exposure subgroup	UV-exposure subgroup	UV-exposure subgroup

### Adhesion Control Subgroups

Perform adhesion testing of the coating to the test panels in accordance with ASTM D4541-17, "Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers," to determine the baseline adhesion pull-off strength. Testing shall be performed using Method D or E, Protocol 1, and 50-mm diameter loading fixtures. It is anticipated that based on the size of the test panels, at least two tests should be performed on each panel. If any test fails via glue failure, repeat the test on the same test panel.



### **Heat/cold Resistance Subgroups**

Subject the test panels Heat/cold resistance testing in accordance with ASTM D1211-97, "Standard Test Method for Temperature-Change Resistance of Clear Nitrocellulose Lacquer Films Applied to Wood," as modified in Section 10.9.1 of ASTM D3730-17. After heat/cold testing, evaluate the test panels using the Subgroup Performance Testing methods described below.

### **Heat/humidity Resistance Subgroups**

Subject the test panels Heat/humidity resistance testing in accordance with ASTM D2247-20, "Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity," as modified in Section 10.10.1 of ASTM D3730-17 and using 95±1% relative humidity. After heat/humidity testing, gently remove any condensation from the finish surfaces with a clean lint-free cloth and permit the test panels to dry and reach ambient room temperature and moisture levels. Then, evaluate the test panels using the Subgroup Performance Testing methods described below.

### **Blister Resistance Subgroups**

Subject the test panels to blister resistance testing in accordance with ASTM 4585-18, "Standard Practice for Testing Water Resistance of Coatings Using Controlled Condensation." Perform blister test with the uncoated side of each test panel facing the inside of the test chamber and coated side at ambient room conditions. The test shall be conducted for a period of 7 days with the test chamber maintained at 120°F. Monitor and report ambient temperature and humidity levels outside of the test apparatus at intervals not to exceed 1 hour. After blister testing, gently remove any condensation from the finish surfaces with a clean lint-free cloth and permit the test panels to dry and reach ambient room temperature and moisture levels. Then, evaluate the test panels using the Subgroup Performance Testing methods described below.

### **UV-Exposure Subgroups**

Subject the test panels UV exposure testing in accordance with ASTM G154-18, "Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials," as modified in Section 10.9.1 of ASTM D3730-17. Expose the samples continuously for seven days using a UVA-351 lamp, no moisture exposure. After UV-exposure testing, evaluate the test panels using the Subgroup Performance Testing methods described below.

### **Subgroup Performance Testing**

After subjecting each subgroup to its specialized testing and permitting the test panels to reached ambient conditions, remeasure each test panel's color in accordance with ASTM D2244 and specular gloss in accordance with ASTM D523, as described above. Report the measured values, average values, and net change in values for each test panel.

After color and gloss testing, perform at least two adhesion pull-off tests on each test panel in accordance with ASTM D4541, as described above. Report the individual test values and average and standard deviation for each subgroup.



Approved  
Z1 [Signature]  
6/8/22

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

Mark D. Scott  
Cabinet Secretary

William D. Barry  
Director

**MEMORANDUM**

**To:** Melissa Pettrey, Senior Buyer, State Purchasing Division  
**From:** Cody Taylor, Procurement Specialist, General Services Division  
**Date:** April 28, 2022 *Received 05/09/22 msp*  
**Ref:** Change Order #1 – CCT 0211 GSD2200000005

*Cody Taylor*

Melissa:

Please accept this memorandum as our explanation and justification for our request for a Change Order (#1) to increase our contract (CCT 0211 GSD2200000005) with WDP & Associates for design services for the Supreme Court Ceiling Evaluation and Repairs Project, and to extend the contract from December 13, 2022 to December 12, 2023.

We are requesting an increase, in the amount of \$148,109, to cover the following five (5) tasks:

Task 1 KTA Reimbursable Paint Analysis (\$12,009.97) – Task 1 is a reimbursable expense of the paint analysis done by KTA-Tator, required for the investigation of the failures in the paint of the Supreme Court Ceiling. This task was a direct reimbursable expense involved in the Field Evaluation of the original proposals scope of work.

Task 2 Instrumentation & Paint System Evaluation (\$61,236.00) – Additional paint system evaluation and testing to be done by WDP. The systems include a condensation potential study and paint system evaluation. The condensation potential study will primarily consist of installing temporary instrumentation that will measure and record hygrothermal conditions within the courtroom, above the ceiling, and in the ductwork. The paint system evaluation will evaluate potential paint systems that could be used in the repainting of the Supreme Court Ceiling.

Task 3 Design Phase Services (\$30,072.00) – WDP will develop and draw contract and design documents for the project. Services in this scope of work shall also include (but not be limited to) the following: temporary access and protections design, preconstruction condition assessments of the existing coating bond strength, selective abatement of existing lead paint, and isolated plaster patching and crack repairs. During this task, it is anticipated that WDP will have to coordinate with the State Historical Preservation Office (SHPO), Capitol Building Commission (CBC), and Fire Marshal's Office.

Task 4 Phase-1 Bid Assistance (\$7,946.00) – WDP will help evaluate and select qualified vendors and will look over bid submissions, review any substitutions, and review and answer technical questions, and prepare any addenda.

Task 5 Construction Administration (\$36,846) – WDP will administer preconstruction meetings, progress meetings, performance construction observations, review of pay applications, change orders, and project closeout responsibilities under this task of the project.

Original Contract Award Amount =	\$19,788.00
Increase Requested=	\$148,109.97
New Contract Amount =	\$167,897.97

Please make these changes effective immediately.

Please notify of me if you require additional information and/or documentation to complete the processing of this change order.

Thank you for your timely consideration of this request.

Cody Taylor, Procurement Specialist, GSD





Pettrey, Melissa K &lt;melissa.k.pettrey@wv.gov&gt;

**Re: Supreme Court Chamber Ceiling Evaluation and Repair CO 1**

1 message

**Taylor, Cody G** <cody.g.taylor@wv.gov>

Wed, Jun 1, 2022 at 10:23 AM

To: "Pettrey, Melissa K" &lt;melissa.k.pettrey@wv.gov&gt;

Morning,

The reasoning I was given is....."The initial testing was for the existing paint system on the ceiling. Based on those results, we have elected to have mock-ups constructed and apply different products for testing to determine which paint system will work best overall in the environment."

Will that suffice?

On Wed, May 18, 2022 at 9:31 AM Pettrey, Melissa K &lt;melissa.k.pettrey@wv.gov&gt; wrote:

Cody,

After review of the above mentioned Change Order request, we need a little more information.

Task 2 seems to be a cost that should have been included in the original contract amount.

With the anticipated testing with KTA-Tator, why was the additional testing required?

Please give a more detailed justification for Task 2.

*Sincerely,**Melissa K. Pettrey***Senior Buyer**

WV Department of Administration

Purchasing Division

State Capitol Complex

2019 Washington Street, East

Charleston, WV 25305-0130

304-558-0094

melissa.k.pettrey@wv.gov