



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

# State of West Virginia Purchase Order

Order Date: 06-06-2022

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:         | CPO 0506 2833 HHR2200000003 1                              | Procurement Folder:      | 1045929    |
| Document Name:        | Emergency Purchase<br>A/E SERVICES DIAMOND BUILDING        | Reason for Modification: |            |
| Document Description: | Temp. Shoring and Stabilization<br>WDP Proposal No. 21346A |                          |            |
| Procurement Type:     | Central Purchase Order                                     |                          |            |
| Buyer Name:           | Crystal G Hustead                                          |                          |            |
| Telephone:            | (304) 558-2402                                             |                          |            |
| Email:                | crystal.g.hustead@wv.gov                                   |                          |            |
| Shipping Method:      | Best Way                                                   | Effective Start Date:    | 2022-04-28 |
| Free on Board:        | FOB Dest, Freight Prepaid                                  | Effective End Date:      |            |

| VENDOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | DEPARTMENT CONTACT |                     |                     |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------|---------------------|---------------|----|----|--------|---|----|-------------|--|--|----|-------------|--|--|----|-------------|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor Customer Code: VS0000000330<br>WDP & ASSOCIATES CONSULTING ENGINEERS INC<br>10621 GATEWAY BLVD #200<br><br>MANASSAS VA 20110-2055<br>US<br>Vendor Contact Phone: 703-257-9280 Extension: 118<br>Discount Details:<br><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: George L. Montgomery<br>Requestor Phone: (304) 957-0217<br>Requestor Email: george.l.montgomery@wv.gov<br><br><b>22</b><br>FILE LOCATION _____ |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Discount Allowed   | Discount Percentage | Discount Days       |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |                                                                                                                                                                |
| #1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | No                 | 0.0000              | 0                   |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |                                                                                                                                                                |
| #2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Not Entered        |                     |                     |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |                                                                                                                                                                |
| #3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Not Entered        |                     |                     |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |                                                                                                                                                                |
| #4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Not Entered        |                     |                     |               |    |    |        |   |    |             |  |  |    |             |  |  |    |             |  |  |                                                                                                                                                                |

| INVOICE TO                                                                                                                 | SHIP TO                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| 304-957-0211<br>HEALTH AND HUMAN RESOURCES<br>OFFICE OF OPERATIONS<br>1 DAVIS SQUARE, STE 119<br>CHARLESTON WV 25301<br>US | STATE OF WEST VIRGINIA<br>SEE SPECIFICATIONS FOR DELIVERY REQUIREMENTS<br><br>No City WV 99999<br>US |

6-10-22 BOT

Purchasing Division's File Copy

Total Order Amount: \$57,388.00

ENTERED

CH 6/14/22

|                                                                                                 |                                                                                            |                                                                              |
|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| PURCHASING DIVISION AUTHORIZATION<br>DATE: Linda Harper 6/14/22<br>ELECTRONIC SIGNATURE ON FILE | ATTORNEY GENERAL APPROVAL AS TO FORM<br>DATE: John S. Gray<br>ELECTRONIC SIGNATURE ON FILE | ENCUMBRANCE CERTIFICATION<br>DATE: 6/14/2022<br>ELECTRONIC SIGNATURE ON FILE |
|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|

6/14/2022

**Extended Description:**

PROFESSIONAL ENGINEERING SERVICES CONTRACT  
EMERGENCY PURCHASE CONTRACT

THIS PURCHASE ORDER CONSTITUTES THE ACCEPTANCE OF A CONTRACT MADE BY AND BETWEEN THE STATE OF WEST VIRGINIA BY THE PURCHASING DIRECTOR FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, AND THE VENDOR, WDP & ASSOCIATES, TO PROVIDE TEMPORARY SHORING AND STABILIZATION SERVICES FOR DIAMOND BUILDING, PER THE VENDOR'S SCOPE OF WORK , AS ATTACHED.

EXECUTION OF THIS AGREEMENT BY THE PURCHASING DIRECTOR, OR THEIR DESIGNEE, CONSTITUTES ACCEPTANCE BY THOSE PARTIES OF THE TERMS AND CONDITIONS CONTAINED IN THE ATTACHED CONTRACT DOCUMENTS AND BINDS THE VENDOR WHOSE SIGNATURE APPEARS THEREIN TO SAID TERMS AND CONDITIONS.

| Line         | Commodity Code | Quantity     | Unit     | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 1            | 72101500       | 0.00000      |          | 0.000000   | 25680.00    |
| Service From | Service To     | Manufacturer | Model No |            |             |
| 2022-04-28   |                |              |          |            |             |

**Commodity Line Description:** TASK 1 DESIGN PHASE SERVICES

**Extended Description:**

PRINCIPAL HOURLY RATE: \$270.00  
SENIOR ENGINEER I HOURLY RATE: \$180.00  
SENIOR CAD OPERATOR HOURLY RATE: \$105.00  
MILEAGE: \$0.58 A MILE  
HOTEL: \$109.00 NIGHTLY  
M&IE: \$48.00 DAILY  
EXISTING DRAWING SCANNING: \$133.98

| Line         | Commodity Code | Quantity     | Unit     | Unit Price | Total Price |
|--------------|----------------|--------------|----------|------------|-------------|
| 2            | 72101500       | 0.00000      |          | 0.000000   | 31708.00    |
| Service From | Service To     | Manufacturer | Model No |            |             |
| 2022-04-28   |                |              |          |            |             |

**Commodity Line Description:** TASK 2-BIDDING&CONSTRUCTION PHASE SERVICES

**Extended Description:**

PRINCIPAL HOURLY RATE: \$270.00  
SENIOR ENGINEER I HOURLY RATE: \$180.00  
SENIOR CAD OPERATOR HOURLY RATE: \$105.00  
MILEAGE: \$116.00 PER TRIP  
MISC EXPENSES: \$300.00

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**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:** The Initial Contract Term will be for a period of \_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to \_\_\_\_\_ 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:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the 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).

☐ **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:** Contract Term specified in attached Notice to Proceed dated 06/03/2022

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

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

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

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

☐ **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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

Revised 04/01/2022

**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 cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☐ **Commercial General Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **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.

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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:** 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.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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



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

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

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

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

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

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

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

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

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

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

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

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

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

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

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <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. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
1. 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
  2. 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.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is 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.



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

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum 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) Rex Cyphers, P.E.  
(Printed Name and Title) \_\_\_\_\_  
(Address) 33 Summers Hospital Rd, PO Box 99, Hinton WV 25951  
(Phone Number) / (Fax Number) 434-245-6117  
(email address) rcyphers@wdpa.com

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

*By signing below I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

WDPA Associates  
(Company) \_\_\_\_\_  
(Authorized Signature) (Representative Name, Title) Rex A. Cyphers Principal - COO  
(Printed Name and Title of Authorized Representative) (Date) 5/19/2022  
434-245-6117  
(Phone Number) (Fax Number)  
rcyphers@wdpa.com  
(Email Address)



**STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES**

**Bill J. Crouch**  
Cabinet Secretary

**Office of Purchasing**  
One Davis Square, Suite 100 West  
Charleston, West Virginia 25301  
Telephone: (304) 558-3801 Fax: (304) 558-2892

**Bryan D. Rosen**  
Director

**NOTICE TO PROCEED**

**To:** WDP & Associates  
33 Summers Hospital Road  
PO Box 99  
Hinton, WV 25951

**From:** West Virginia Department of Health and Human Resources  
Operations

**Subject:** Notice to Proceed for Diamond Building Repairs

**Notice to Proceed Date:** 04/28/2022

By signing and dating this memo in the provided space below; you the vendor, agree to a start date for this contract of April 28, 2022, with the project end date being once construction is completed. Your agreement to this start date has no effect on any portion of the contract, the stated services, or the prices included therein.

A handwritten signature in cursive script, appearing to read "Althea Greenhowe".

Signature

6/3/2022

Date

Sincerely,

A handwritten signature in cursive script, appearing to read "Althea Greenhowe".

Althea Greenhowe, Procurement Specialist, Sr  
WVDHHR, Office of Purchasing

May 12, 2022

West Virginia Department of Health and Human Resources  
One Davis Square, Suite 100 West  
Charleston, WV 25301



Attention:     George L. Montgomery  
                     Executive Director of Operations

Reference:     Diamond Building Repairs  
                     Temporary Shoring and Stabilization  
                     WDP Proposal No.: 21346A

Hinton, WV

Dear Mr. Montgomery:

Manassas, VA

WDP & Associates Consulting Engineers, Inc., ("WDP") is pleased to submit this professional services agreement (the "Agreement") to the West Virginia Department of Health and Human Resources (DHHR) (the "Client" or "Owner") for the work (the "Work") described in detail in the Scope of Services section of this Agreement.

Charlottesville, VA

Blacksburg, VA

### **BACKGROUND**

Myrtle Beach, SC

WDP was recently on site at the Diamond Building to conduct an evaluation of the exterior of the building. In a follow-up letter dated April 27, 2022, WDP reported that several conditions were observed that pose an immediate life safety risk to the building occupants and pedestrians walking along the perimeter of the building. WDP has developed this proposal to provide design and construction administration services for the installation of temporary overhead protection and temporary masonry pinning while the DHHR moves forward with a comprehensive repair to address the deficiencies in the exterior of the building.

New York, NY

### **SCOPE OF WORK**

#### **Task 1 - Design Phase Services**

During our initial investigation, WDP performed a limited document review using photographs of paper copies of the 1999 building renovation drawings. To WDP's knowledge, this drawing set is the only available drawings and the set only exists in paper format.

In order to facilitate development of accurate drawings in CADD software, WDP will engage a local printing company to digitize some of the existing drawing sheets. It is anticipated that this will be limited to the Architectural drawing sheets that are relevant to the repairs, including plans, elevations, and pertinent notes and details. After the sheets have been digitized, we will return the original drawing sets and will provide a digital copy of the sheets to DHHR for their own internal records.

WDP will make a one-day site visit to undertake a LiDAR scan and to document the location of key elements around the perimeter of the building in order to develop a site plan for the placement of the overhead protection.



WDP will develop drawings for temporary protection and parapet pinning measures at the Diamond Building. It is anticipated that the following measures will be included in the design package:

- Overhead protection installed along the Capitol and Washington Street sidewalks
- Temporary pinning of the parapet at the east, north, and west sides of Building 2
- Temporary pinning of the corners at the following locations:
  - Southwest corner of Building 1
  - Southwest corner of Building 2
- Full tactile survey and removal of loose mortar at the east elevation of Building 3 above the "Firestone Alley"

It is assumed that a formal Project Manual with technical specifications will not be required. Rather, material property and installation requirements will be included as notes on the Drawings. It is anticipated that one design submission will be provided ahead of the official Construction Drawing submission: a 95% Design Submission for review by DHHR. WDP will submit Construction Drawings 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 (1 full-size and 2 half-size sets) will be provided to the DHHR solely for the DHHR's use.

#### **Task 2 – Bid Assistance & Construction Administration Services**

Following the submission of the Drawings, WDP will provide bid assistance to the DHHR. It is anticipated that the DHHR will primarily handle the procurement of a Contractor. However, WDP will develop a bid form for DHHR to use in the solicitation and will attend a pre-bid meeting and walkthrough and will respond to pre-bid questions.

For the purposes of this proposal, we have assumed that Construction Phase services will be provided for a period of two (2) months beginning when the Notice to Proceed is issued to the Contractor. 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 two (2) months will be considered Additional Services.

For the purposes of this proposal, we have assumed the scope of construction administration services shall include the following:

- Review of RFIs,
- Review of submittals,
- Review of Contractor pay applications and change orders,
- Periodic site visits,
- Submission of field reports and field directives based on site observations,
- Development of a punch list, and
- Submission of Record Drawings.



For the purpose of this proposal, we have assumed eight (8) site visits consisting of the following:

- Pre-construction meeting,
- Five (5) periodic site visits,
- Development of a punch list, and
- Review of punch list and development of Record Drawings.

## SPECIAL PROVISIONS

### Delays 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 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 not to 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).

## FEES AND PAYMENTS

The following fees are for the performance of the Work as listed in the Scope of Services above. Invoicing will be monthly, based upon percentage of progress completion of each Task. The fees listed in this Fees and Payments section do not cover any Additional Services or any other services which are stated as excluded from the contract or are not specifically described as part of the Work listed in the Scope of Services above. WDP's Services will be provided on a Lump Sum basis in accordance with the following fee estimate.

### Fee Estimate

#### Task 1 - Design Phase Services

|                                        |           |   |                 |                     |
|----------------------------------------|-----------|---|-----------------|---------------------|
| Principal                              | 24 hrs.   | @ | \$270.00 /hr.   | \$ 6,480.00         |
| Senior Engineer I                      | 60 hrs.   | @ | \$180.00 /hr.   | \$ 10,800.00        |
| Senior CAD Operator                    | 80 hrs.   | @ | \$105.00 /hr.   | \$ 8,400.00         |
| Mileage                                | 200 miles | @ | \$0.58 /mile    | \$ 116.00           |
| Hotel                                  | 2 night   | @ | \$109.00 /night | \$ 218.00           |
| M&IE (first & last days)               | 4 day     | @ | \$48.00 /day    | \$ 192.00           |
| Existing Drawing Scanning*             |           |   |                 | \$ 133.98           |
| <b>Total for Design Phase Services</b> |           |   |                 | <b>\$ 25,680.00</b> |

\*includes WDP markup

Diamond Building Repairs  
 Temporary Shoring and Stabilization  
 May 12, 2022  
 Page No. 4



**Task 2 - Bidding & Construction Phase Services**

|                                              |          |   |                |                     |
|----------------------------------------------|----------|---|----------------|---------------------|
| Principal                                    | 40 hrs.  | @ | \$270.00 /hr.  | \$ 10,800.00        |
| Senior Engineer I                            | 100 hrs. | @ | \$180.00 /hr.  | \$ 18,000.00        |
| Senior CAD Operator                          | 16 hrs.  | @ | \$105.00 /hr.  | \$ 1,680.00         |
| Mileage                                      | 8 trips  | @ | \$116.00 /trip | \$ 928.00           |
| Misc Expenses                                |          |   |                | \$ 300.00           |
| <b>Total for Construction Phase Services</b> |          |   |                | <b>\$ 31,708.00</b> |

**Total Fee**

**\$57,388.00**

**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 of "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.

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.**

Rex A. Cyphers, P.E.  
 Principal

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

OK  
 Alish  
 Greenhouse

Charleston Blueprint LLC  
1203 Virginia Street East  
Charleston, WV 25301

Phone: 304-343-1063 Fax: 304-343-1095  
print@charlestonblueprint.com

# Invoice

| Date     | Invoice # |
|----------|-----------|
| 5/3/2022 | 194193    |

## Bill To

WDP & Associates, Rex A Cyphers  
WDP & Associates  
335 Greenbrier Drive Suite 205  
Charlottesville, VA 22901

Ship To

|          |           | P.O. Number              | Terms  | Rep | Ship         | Via      |
|----------|-----------|--------------------------|--------|-----|--------------|----------|
|          |           |                          | Net 30 |     | 5/3/2022     |          |
| Quantity | Item Code | Description              |        |     | Price Each   | Amount   |
| 22       | 5-9       | LARGE FORMAT SCAN        |        |     | 5.00         | 110.00   |
|          |           | THE DIAMOND<br>Sales Tax |        |     | 6.00%        | 6.60     |
|          |           |                          |        |     | <b>Total</b> | \$116.60 |

Signature: \_\_\_\_\_