



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: 08-18-2022

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 0603 0603 ADJ2100000044 11	Procurement Folder:	880633
Document Name:	MCA South- Renovations Tech Center & Maclin Hall	Reason for Modification:	Change Order No. 4- To extend contract time and increase contract amount per the attached documentation.
Document Description:	Change Order No. 4- To extend contract time and increase		
Procurement Type:	Central Purchase Order		
Buyer Name:	David H Pauline		
Telephone:	304-558-0067		
Email:	david.h.pauline@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2021-07-29
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-11-21

VENDOR	DEPARTMENT CONTACT																				
<b>Vendor Customer Code:</b> 000000208659 MAYNARD C SMITH CONSTRUCTION CO INC PO BOX 11888  CHARLESTON WV 253391888 US <b>Vendor Contact Phone:</b> 304-925-3190 <b>Extension:</b>  <b>Discount Details:</b> <table border="1"> <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			<b>Requestor Name:</b> Charles A Bowman <b>Requestor Phone:</b> (304) 561-6654 <b>Requestor Email:</b> charles.a.bowman26.nfg@army.mil  <div style="font-size: 2em; font-weight: bold; text-align: center;">23</div> <b>FILE LOCATION</b> _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
STATE FINANCE ADJUTANT GENERALS OFFICE 1703 COONSKIN DR  CHARLESTON WV 25311-1085 US	MOUNTAINEER CHALLENGE PROGRAM - SOUTH ADJUTANT GENERALS OFFICE 305 FAYETTE PIKE  MONTGOMERY WV 25136 US

<b>Total Order Amount:</b>	\$1,142,455.00
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Purchasing Division's File Copy

ENTERED

<b>PURCHASING DIVISION AUTHORIZATION</b> DATE: <i>8/19/2022</i> ELECTRONIC SIGNATURE ON FILE	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> DATE: <i>8/22/2022</i> ELECTRONIC SIGNATURE ON FILE	<b>ENCUMBRANCE CERTIFICATION</b> DATE: <i>8/22/2022</i> ELECTRONIC SIGNATURE ON FILE
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8/22/2022

**Extended Description:**

Change Order No. 4 - To extend and increase the original contract according to all terms, conditions, and specifications contained in the original contract including all authorized change orders. The contract is increased as defined in the attached documentation.

Effective date of extension 05/26/2022 through 11/21/2022

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

Original Contract Price: \$1,133,000.00  
Change Order No. 2 Increase: \$ 4,740.00  
Change Order No. 4 Increase: \$ 4,715.00  
Contract New Total: \$1,142,155.00

No other changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72000000	0.00000		0.000000	794400.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	
2021-07-29	2022-11-21				

**Commodity Line Description:** MCA South- Renovations Tech Center & Maclin Hall-BASE BID

**Extended Description:**

Contract Item #1- Lump Sum Price for Base Bid Renovations Tech Center & Maclin Hall, per the attached documentation.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	72000000	0.00000		0.000000	74900.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	
2021-07-29	2022-11-21				

**Commodity Line Description:** Add-Alternate No.1- Toilet Room Renovations in Maclin Hall

**Extended Description:**

Add-Alternate Bid No.1- Lump Sum Price for Toilet Room renovations in Maclin Hall, per the attached documentation.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	72000000	0.00000		0.000000	263700.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	
2021-07-29	2022-11-21				

**Commodity Line Description:** Add-Alternate No. 2- Toilet Room Renovations in Tech Center

**Extended Description:**

Add-Alternate Bid No.2- Lump Sum Price for Toilet Room renovations in the Tech Center, per the attached documentation.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	72000000	0.00000		0.000000	4740.00
<b>Service From</b>	<b>Service To</b>	<b>Manufacturer</b>		<b>Model No</b>	
2021-09-22	2022-11-21				

**Commodity Line Description:** CHANGE ORDER NO.2- To increase contract amount

**Extended Description:**

CHANGE ORDER NO.2- To increase contract amount per the attached documentation.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	72000000	0.00000		0.000000	4715.00
Service From	Service To	Manufacturer	Model No		
2022-08-03	2022-11-21				

**Commodity Line Description:** CHANGE ORDER NO.4- To increase contract amount and time

**Extended Description:**



DEPARTMENT OF THE ARMY  
ADJUTANT GENERAL'S OFFICE  
JOINT FORCES HEADQUARTERS WEST VIRGINIA  
1707 COONSKIN DRIVE  
CHARLESTON, WEST VIRGINIA 25311-1026

NGWW-FMO

16 August 2022

**TO:** Ms. Tara Lyle, Buyer Supervisor  
West Virginia Division of Purchasing

**FROM:** Mr. Dean Wingerd, Procurement Analyst  
Office of the Adjutant General, State of West Virginia

**RE:** Change Order Justification  
**CPO-ADJ2100000044**  
**CO#4 MCA South- Renovations Tech Center & Maclin Hall**  
Maynard C. Smith Construction Company, Inc.

This change order request for the project noted above is to extend the contract time until November 21st, 2022, and to increase the contract amount by \$4,715.00. The time extension is needed because of complications with the local natural gas utility and continued materials and parts lead times during the pandemic, the request from the vendor and supporting documentation is attached to this submission. This change order request is late because of issues obtaining a properly executed bond rider, staff vacations and illness and because of staff workload.

Per this justification, we respectfully request the approval of Change Order #4 as submitted.

The point of contact for this correspondence is the undersigned at 304-561-6629 or email at [claude.d.wingerd.nfg@army.mil](mailto:claude.d.wingerd.nfg@army.mil).

Dean Wingerd  
Procurement Analyst  
WV Military Authority  
Construction & Facilities Management Office

Increase  
Extension  
Backdate  
app'd  
Tyle

**West Virginia Army National Guard**  
**Construction & Facilities Management Office**  
1703 Coonskin Drive  
Charleston, West Virginia, 25311-1085

FMO-OTR-

August 03, 2022

Mrs. Lyle,

Please find the following change order packet for the subject contract (CPOADJ2100000044). This change order is for “No-Cost” time extension of 180 days extending the contract to November 21, 2022. Furthermore, an outside emergency stop device and accessories is required for the boiler. The project is in Montgomery, West Virginia. A description of the services is provided below.

We request a courtesy call if there are any problems associated with the attached change order so that we may have an opportunity to address the issue in a timely manner. The point of contact for this change order is Paul Richards at (304) 561-6548.

1. Itemized Changes:

**a. Item #1: Time extension of 180 days**

1. Description of work: Increase contract time at no cost.
2. Justification for Change:
  - (a) Facts: Due to complications with the local natural gas utility and supply chain issues the contract will have to be extended to complete the project.

**b. Item #2: Emergency Stop Installation \$4,715.00**

1. Description of work: Installation of an Emergency Stop device and accessories.
2. Justification for Change:
  - (a) Facts: The boiler is required to have an Emergency Stop and accessories installed to comply with building code.
3. Cost: \$4,715.00
4. Funding: 75% Federal 25% State

2. Accounting Summary:

<b>CONSOLIDATED PRICING OF CHANGE ORDER</b>		
<b>Description</b>	<b>Federal Funds</b>	<b>State Funds</b>
Item #2: Emergency Stop	\$3536.25	\$1178.75
<b>Total</b>	\$3536.25	\$1178.75

Respectfully



PAUL RICHARDS  
Project Manager

Concurrence,

Cc:  
LTC Beckner, FMO

RECEIVED  
 JUN 23 2022  
 ZMM, INC.

# AIA Document G701 - 2017

## Change Order

<b>PROJECT:</b> (Name and address) WVARNG Mountaineer Challenge South Ph. 2	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: July 27, 2021	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 004  Date: June 16, 2022
<b>OWNER:</b> (Name and address) WV Army National Guard 1707 Coonskin Drive Charleston, WV 25311	<b>ARCHITECT:</b> (Name and address) ZMM Architects & Engineers 222 Lee Street West Charleston, WV 25302	<b>CONTRACTOR:</b> (Name and address) Maynard C. Smith Construction Co., Inc. PO Box 11888 Charleston, WV 25339

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
 (Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Provide all labor, materials and equipment necessary to complete the following:

Time Extension 180 Days

COR #004: Add Outside Emergency Stop to Boiler \$4,715.00

The original Contract Sum was	\$ 1,133,000.00
The net change by previously authorized Change Orders	\$ 4,740.00
The Contract Sum prior to this Change Order was	\$ 1,137,740.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,715.00
The new Contract Sum including this Change Order will be	\$ 1,142,455.00

The Contract Time will be increased by One Hundred Eighty (180) days.  
 The new date of Substantial Completion will be November 21, 2022

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

ZMM Architects & Engineers  
 ARCHITECT (Firm name)

  
 SIGNATURE

Nathaniel Spencer

Project Manager  
 PRINTED NAME AND TITLE

6/16/2022  
 DATE

Maynard C. Smith Construction Co., Inc.  
 CONTRACTOR (Firm name)


  
 SIGNATURE

John Strickland  
 Project Manager

PRINTED NAME AND TITLE

6/22/2022  
 DATE

WV Army National Guard  
 OWNER (Firm name)

  
 SIGNATURE

Beckman Michael (Firm)  
 PRINTED NAME AND TITLE

JUNE 22, 22  
 DATE



**Maynard C. Smith  
Construction Co., Inc.**

August 3, 2022

Paul Richards  
WVARNG  
1703 Coonskin Drive  
Charleston, WV 25311

Re: Change Order #4 MCS - South Phase 2  
CPO 0603 0603 ADJ2100000044 for the Project RENOVATIONS TO THE TECH CENTER  
& MACLIN HALL FOR THE WEST VIRGINIA ARMY NATIONAL GUARD MONTGOMERY, WEST  
VIRGINIA  
Montgomery, WV

Dear Paul:

Maynard C. Smith Construction Company, Inc. (MCS) has attached its signed Change Order #4 with the following documents:

- Its bond rider
- Its COR #004 with a cost of \$4,715.00
- Its Certificate of Liability Insurance expiring 07/01/2023
- Its West Virginia Contractor's License WV000011 expiring January 20, 2023

Sincerely,

A handwritten signature in blue ink, appearing to read 'John Strickland', is written over a light blue horizontal line.

John Strickland  
Project Manager

encls.

cc(w/encls):	Nathan Spencer	ZMM, Inc.
	Amy Rhodes	ZMM, Inc.
	Joe Hill	MCS Construction Co., Inc.



BOND NUMBER: 146942C

Change Order #4

## Increase PENALTY RIDER

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ORIGINAL BOND AMOUNT \$1,133,000.00

To be attached and form a part of Bond No. 146942C dated the 14th day of June, 2021, executed by Ohio Farmers Insurance Company as surety, on behalf of Maynard C. Smith Construction Company, Inc. as current principal of record, and in favor of West Virginia Army National Guard, as Obligee, and in the amount of One Million One Hundred Thirty Three Thousand Dollars and 00/100 (\$1,133,000.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Ohio Farmers Insurance Company hereby consents that effective from the 3rd day of August, 2022, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE Increased:

TO: One Million One Hundred Forty Two Thousand Four Hundred Fifty Five Dollars and 00/100 (\$1,142,455.00.00)

The Increase of said bond penalty shall be effective as of the 3rd day of August, 2022, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 3rd day of August, 2022.

Maynard C. Smith Construction Company, Inc.  
PRINCIPAL

BY:  \_\_\_\_\_  
John Strickland, President

Ohio Farmers Insurance Company  
SURETY

BY: Patricia A. Moye \_\_\_\_\_  
Patricia A. Moye, WV Resident Agent, ATTORNEY-IN-FACT

# ACKNOWLEDGMENTS

## Acknowledgment by Principal if individual or Partnership

1. STATE OF \_\_\_\_\_  
2. County of \_\_\_\_\_ to-wit:  
3. I, \_\_\_\_\_, a Notary Public in and for the  
4. county and state aforesaid, do hereby certify that \_\_\_\_\_  
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.  
5. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
6. Notary Seal \_\_\_\_\_  
7. \_\_\_\_\_  
(Notary Public)  
8. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

## Acknowledgment by Principal if Corporation

9. STATE OF West Virginia  
10. County of Kanawha to-wit:  
11. I, Pamela K. Casto, a Notary Public in and for the  
12. county and state aforesaid, do hereby certify that John Strickland  
13. who as, President signed the foregoing writing for  
14. a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.  
15. Given under my hand this 3rd day of August 20 22  
16. Notary Seal \_\_\_\_\_  
17. Pamela K Casto  
(Notary Public)  
18. My commission expires on the 3rd day of June 20 25



## Acknowledgment by Surety

19. STATE OF West Virginia  
20. County of Kanawha to-wit:  
21. I, Kimberly J. Wilkinson, a Notary Public in and for the  
22. county and state aforesaid, do hereby certify that Patricia A. Moye  
23. who as, Attorney-in-fact and WV Resident Agent signed the foregoing writing for  
24. Ohio Farmers Insurance Company a corporation,  
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.  
25. Given under my hand this \_\_\_\_\_ day of August 20 22  
26. Notary Seal \_\_\_\_\_  
27. Kimberly J. Wilkinson  
(Notary Public)  
28. My commission expires on the 24th day of July 20 27



## Sufficiency in Form and Manner of Execution Approved

This 22nd day of August 20 22

By: John S. Gray Attorney General  
(Deputy Attorney General)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/16/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

General  
Power  
of Attorney

POWER NO. 4752152 06

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**GREGORY T. GORDON, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, JOINTLY OR SEVERALLY**

of **CHARLESTON** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**-----

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **16th** day of **AUGUST** A.D., **2018**.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

**Dennis P. Baus, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this **16th** day of **AUGUST** A.D., **2018**, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*

**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **3rd** day of **August** A.D., **2022**.



*Frank A. Carrino*  
**Frank A. Carrino, Secretary**

ZMM RECEIVED  
5/27/22



**Maynard C. Smith**  
Construction Co., Inc.

May 27, 2022

Nathaniel Spencer  
ZMM, Inc.  
222 Lee St., W.  
Charleston, WV 25302-2225

Re: WVARNG Mountaineer Challenge South Ph. 2  
Montgomery, WV

Subject: Time Extension

Dear Nathan:

This is the second request for Time Extension resulting from conditions outside our control. The natural gas utility who provides this service to the Owner has failed to meet the supply of gas in the manner which allows new HWH and boilers to run as designed. This has affected the completion of the work under our Contract. The failure to certify the factory start-up after 3 attempts to perform this requirement has created the need to request an extension of 180 days.

We do reserve the our right to seek additional cost made necessary as a result of the utility company not meeting the Owners gas needs.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Strickland', is written over a faint, larger version of the signature.

John Strickland  
President

cc: Joe Hill

MCS Construction Co., Inc.



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Feedback



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**WV033642 VA2705166387**

**Electrical Systems**  
**Fire Alarm**  
**Intrusion Alarm**  
**Access Control**  
**CCTV**

**Change Request**

DATE	Reference #
5/27/2022	

**To:**  
 Maynard C Smith Construction  
 3410 Chesterfield Ave  
 Charleston WV 25304

**Project:**  
 Tech Center and Maclin Hall  
 WV Army National Guard  
 Montgomery WV

Scope of Work	Qty	Each	Total
NEMA 1 Emergency shut down push button	1	300.00	\$ 300.00
Shunt trip disconnect and enclosure	1	800.00	\$ 800.00
3/4 emt with 4-#12thhn	40	2.76	\$ 110.40
3 phase 20 amp Boiler Breaker	1	230.00	\$ 230.00
Labor	16	95.00	\$ 1,520.00
Profit and Overhead 15%	1	444.06	\$ 444.06

**Tax** \$ 204.27  
**Total** \$ 3,608.73

**General Terms and Conditions**

Bid prices are based on plans and project manuals received as of bid date any changes shall be addressed prior to work beginning and could result in additional charges

The price Quote provided is only valid for Thirty days unless otherwise specified in writing

Payment terms are based upon monthly progress payments, outstanding invoices may be subject to a 1.5% monthly interest charge

One year parts and labor warranty apply only to those items provided and/or installed by Plateau Electric

Items provided and/or installed by others are not subject to the parts and labor warranty

Signature \_\_\_\_\_