



State of West Virginia  
Agency Request for Quote  
Highways

<b>Proc Folder:</b> 1154502			<b>Reason for Modification:</b> Addendum 2 is issued:  1. To attach vendors questions and responses
<b>Doc Description:</b> Addendum 2 6623C025 Earth and Rock Auger Drills w/Operators			
<b>Proc Type:</b> Agency Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-02-03	2023-02-09 14:30	ARFQ 0803 DOT2300000049	3

BID RECEIVING LOCATION	
BUDGET & PROCUREMENT DIVISION OF HIGHWAYS BLDG 5, RM A-317 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

VENDOR		
<b>Vendor Customer Code:</b> 000000166791 <b>Vendor Name :</b> TRITON CONSTRUCTION, INC. <b>Address :</b> PO BOX 1360 <b>Street :</b> 1944 WINFIELD ROAD <b>City :</b> SAINT ALBANS <b>State :</b> WEST VIRGINIA <b>Country :</b> USA <b>Zip :</b> 25177 <b>Principal Contact :</b> PAUL TURMAN, II <b>Vendor Contact Phone:</b> 304-759-2100 <b>Extension:</b>		

FEB 9 '23 AM 9:56  
REC'D BUDGET - PROCURE

<b>FOR INFORMATION CONTACT THE BUYER</b> Dusty J Smith 304-414-6859 dusty.j.smith@wv.gov
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JOHN M. FARLEY, II PRESIDENT  <b>Vendor Signature X</b> 	<b>FEIN#</b> 27-2000626	<b>DATE</b> 02/09/2023
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All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

Addendum 2 is issued:

1. To attach vendors questions and responses

No other changes

<b>INVOICE TO</b>	<b>SHIP TO</b>
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VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Operation Rate - Under 10 ft.	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
64131606			

**Extended Description:**

A single hourly rate for drilling depths of less than 10 feet.

**\*\*VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Any entry of bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Operation Rate - Over10 ft.	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
64131606			

**Extended Description:**

A single hourly rate for drilling depths in excess of 10 feet.

**\*\*VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Any entry of bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Overtime (Over 40 hours)	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
64131606			

**Extended Description:**

Hours beyond 40 in a standard work week.

**\*\*VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Any entry of bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

INVOICE TO	SHIP TO
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER
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No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Casing Pipe - 18" diameter	0.00000	LF		

Comm Code	Manufacturer	Specification	Model #
30102803			

**Extended Description:**  
 Casing Pipe - 18" diameter (per linear foot).

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Any entry of bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

INVOICE TO	SHIP TO
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER
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No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Casing Pipe - 24" diameter	0.00000	LF		

Comm Code	Manufacturer	Specification	Model #
30102803			

**Extended Description:**  
 Casing Pipe - 24" diameter (per linear foot).

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Any entry of bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Casing Pipe - 30" diameter	0.00000	LF		

Comm Code	Manufacturer	Specification	Model #
30102803			

**Extended Description:**

Casing Pipe - 30" diameter (per linear foot).

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Any entry of bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Casing Pipe - 36" diameter	0.00000	LF		

Comm Code	Manufacturer	Specification	Model #
30102803			

**Extended Description:**

Casing Pipe - 36" diameter (per linear foot).

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Any entry of bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

INVOICE TO	SHIP TO
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER
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No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Crane Mats - 4'16'x18'	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
24101600			

**Extended Description:**  
 Crane mats must meet the minimum industry standard size of 4'x16'x8". Anything smaller will be considered cribbing and will not be paid.

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Any entry of bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

INVOICE TO	SHIP TO
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VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER
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No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Mobilization - Equipment	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78121603			

**Extended Description:**  
 One-time, one-way transport of equipment from a Vendor's base of operations to an Agency worksite and/or from one worksite to another.

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Any entry of bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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VARIOUS AGENCY  
LOCATIONS  
AS INDICATED BY ORDER

No City                      WV  
US

No City                      WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Mobilization - Crane Mats	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #
78121603			

**Extended Description:**

One-time, one-way rate per mile for the mobilization of crane mats to the next project worksite.

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Any entry of bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

SCHEDULE OF EVENTS
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTIONS DUE BY 10AM	2023-02-01

	Document Phase	Document Description	Page 8
DOT2300000049	Final	Addendum 2 6623C025 Earth and Rock Auger Drills w/Operators	



SOLICITATION NUMBER: ARFQ DOT230000049

Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Addendum 2 is issued:

1. To attach vendors questions and responses

no other changes

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

SOLICITATION NUMBER – ARFQ DOT2300000049  
Addendum Number: 1

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**Responses to Vendor Posed Questions:**

Question: I have question as this format does not have prices for individual districts? In the past it has always been per district. Some contractors quote only certain districts and we all had different rates NOT BASED on depth but based on district as some districts have limestone and others have shale. So it's a matter of per diem charges and hardness of the rock and number of bits and augers we have to purchase or work on due to hardness of the rock. So how will we designate prices per district?

Response: *Although the format has been modified from previous versions, the Service Area section of the ATT A Pricing Pages allows Vendors to indicate the district(s) they will provide services for, as well as their base of operations, proposed equipment, and bid prices for contract items. Vendors must submit a separate ATT A Pricing Page for each District or Districts it chooses to provide the proposed equipment, etc., associated with its service area selection(s).*

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DOT23-49**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> ] Addendum No. 1 | <input type="checkbox"/> ] Addendum No. 6  |
| <input checked="" type="checkbox"/> ] Addendum No. 2 | <input type="checkbox"/> ] Addendum No. 7  |
| <input type="checkbox"/> ] Addendum No. 3            | <input type="checkbox"/> ] Addendum No. 8  |
| <input type="checkbox"/> ] Addendum No. 4            | <input type="checkbox"/> ] Addendum No. 9  |
| <input type="checkbox"/> ] Addendum No. 5            | <input type="checkbox"/> ] Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

TRITON CONSTRUCTION, INC.

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature  
STEVE DIEHL, VICE PRESIDENT

\_\_\_\_\_  
FEBRUARY 9, 2023

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS  
(Agency Delegated Procurements Only)**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**2A. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**3. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

### **3A. BID SUBMISSION**

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: 6623C025 Earth and Rock Auger Drills w/Operators

BUYER: Dusty Smith

SOLICITATION NO.: ARFQ DOT2300000049

BID OPENING DATE: 02/09/2023

BID OPENING TIME: 2:30pm

FAX NUMBER: Call 304-352-6070 if need a Fax

**4. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**5. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**6. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**7. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**8. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**9. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**10. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**10A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code § 5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**12. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

**13. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**14. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**15. 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., 5G-1-1 et seq. and the Freedom of Information Act in 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.



**GENERAL TERMS AND CONDITIONS:  
(Agency Delegated Procurements Only)**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, 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 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.

**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:** This Contract becomes effective on award \_\_\_\_\_ and the initial contract term extends until one (1) year has elapsed.

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

**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 and Agency.

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

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

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

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

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** See attached.

**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.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

**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.

West Virginia Contractor's License

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.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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 or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
\$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. 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.

**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.



# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: WV046687

CLASSIFICATION:  
GENERAL ENGINEERING

TRITON CONSTRUCTION INC  
DBA TRITON CONSTRUCTION INC  
PO BOX 1360  
ST ALBANS, WV 25177

DATE ISSUED

APRIL 22, 2022

EXPIRATION DATE

APRIL 22, 2023

Authorized Signature

Chair, West Virginia Contractor  
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

**10. 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.

**11. 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.

**12. 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.

**13. 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 licenses, subscriptions, or maintenance may be paid annually in advance.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or 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.)

**15. 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.

**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. 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.

**18. CANCELLATION:** The State 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 Agency 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.

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

**20. 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.

**20A. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**21. 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. 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.

**22. 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.

**23. 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.

**24. 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.



**25. 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.

**26. 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 and any other government agency or office that may be required to approve such assignments.

**27. 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.

**28. 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.

**29. 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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**30. 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.

**31. 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. 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.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an 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.

**33. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

**34. 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.

**35. 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.

**36. 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, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**37. 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.

**38. 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).

**39. 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.

**40. 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. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**41. 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.

**42. 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.

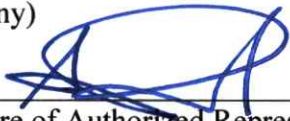
**43. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**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.**

STEVE DIEHL, VICE PRESIDENT  
**(Printed Name and Title)**  
PO BOX 1360, SAINT ALBANS, WV 25177  
**(Address)**  
304-759-2100 / 304-759-2200  
**(Phone Number) / (Fax Number)**  
STEVE.DIEHL@TRITONWV.COM  
**(E-mail address)**

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.*

TRITON CONSTRUCTION, INC.  
**(Company)**  
  
**(Signature of Authorized Representative)**

STEVE DIEHL, VICE PRESIDENT  
**(Printed Name and Title of Authorized Representative)**

FEBRUARY 9, 2023  
**(Date)**

304-759-2100 304-759-2200  
**(Phone Number) (Fax Number)**

REQUEST FOR QUOTATION  
**Earth & Rock Auger Drills with Operator**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end, multiple award contract for earth and rock auger drills with operators to pre-bore and install piling or casing pipe of various sizes, as needed, for slide correction and structural foundation repairs throughout the state of West Virginia.
  
2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 **“ADO” and “Agency Delivery Order”** - A written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.
  
  - 2.2 **“Arm’s Length Transaction”** - A transaction between two independent and unrelated parties in which both parties are acting in their own self-interest.
  
  - 2.3 **“Contract Item(s)”** - The list of items available for Vendor to provide pricing as identified in Section 3 of this Solicitation and referenced throughout.
  
  - 2.4 **“Contractor” or “Vendor”** - Interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to 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.
  
  - 2.5 **“Emergency Work”** – Work that is required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a representative of the WVDOH.
  
  - 2.6 **“Liquidated Damages”** - Monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted in Section 6.5.1 of these Specifications.

REQUEST FOR QUOTATION  
**Earth & Rock Auger Drills with Operator**

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- 2.7 **“Personnel Information Form,” “Attachment B,” and “ATT B”** – The information form attached hereto as Attachment B (“ATT B”) upon which Vendor shall enter personnel experience information.
- 2.8 **“Pricing Pages,” “Attachment A,” and “ATT A”** - The schedule of prices attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.
- 2.9 **“Solicitation”** - The official notice of an opportunity to supply the State with goods or services.
- 2.10 **“Standard Specs”** - Used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- 2.11 **“WVDOH” or “Agency”** - Interchangeable terms for the West Virginia Division of Highways.

**3. GENERAL REQUIREMENTS:**

- 3.1 **Standard Specifications Roads and Bridges:** The following Standard Specs Sections shall apply, as applicable, to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, and 110, as amended.

Materials, equipment, and performance of this contract shall conform to, but are not limited to, the requirements of Section 614 and 709, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>. Hard copies of these publications may be purchased from the Technical Support Division, by completing the Specification Order Form provided within the website.

- 3.2 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as described below.

Vendor shall provide all labor, equipment, equipment accessories, equipment maintenance, and supervision necessary for the completion of work, as requested on the Agency Delivery Order (“ADO”).

- 3.2.1 **Site Assessment:** The WVDOH District Engineer or their designee will arrange to meet with the Vendor or their representative at the worksite to



REQUEST FOR QUOTATION  
**Earth & Rock Auger Drills with Operator**

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address and assess any potential hazards or unsafe conditions. Prior to the commencement of work by Vendor and, in collaboration with the Vendor or their representative, the WVDOH will make site preparations to ensure safe and efficient working conditions. The Vendor and the WVDOH will jointly determine that the worksite environment is safe. Site assessments shall be considered incidental and at the Vendor's expense. Both parties have the right to halt the commencement of work if it is decided that unsafe working conditions exist.

**3.2.2 Personnel Requirements:** A Vendor's drill crew must minimally consist of one (1) Equipment Operator and one (1) Drill Assistant. For each piece of proposed equipment, Vendor shall provide the names and length of experience for each qualified crew member who may perform services under this Contract on the attached Personnel Experience Form ("ATT B"). Information provided on ATT B does not designate Equipment Operators or Drill Assistants to any particular District or worksite location. **Bids submitted without ATT B will be disqualified.**

**3.2.2.1** Equipment Operators must have at least one (1) year of paid experience with proposed equipment on similar job types.

**3.2.2.2** Drill Assistants must have at least six (6) months of paid experience with proposed equipment on similar job types.

**3.2.2.3** It is the responsibility of the Vendor to ensure that its drill crew possesses the necessary skills, certifications, and personal protective equipment required for each crew member to perform services under this Contract at a WVDOH worksite.

**3.2.2.4** It is the expectation of the WVDOH that drill crews complete each job in the best possible/reasonable timeframe while meeting all requirements of the project itself. Reasonable production standards will be based on the type of earth/rock that is being drilled.

**3.2.3 Equipment Requirements:** Vendor shall ensure that all equipment, machinery, and accessories utilized in the completion of work are in good and proper operating condition, adequately fueled, and properly maintained to perform pre-boring and casing pipe and/or piling installation, as requested. Vendor shall provide its proposed equipment information on the attached ATT A.

**3.2.3.1** Vendor shall provide all water necessary for drilling purposes.

**3.2.3.2** Drills shall be mounted on a turntable base with a 240-degree rotation and a 30-inch slide stroke at any point in the arc of rotation.

REQUEST FOR QUOTATION  
**Earth & Rock Auger Drills with Operator**

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- 3.2.3.3** Drills shall possess a power system and mechanical drill assembly that delivers at least 35,000 foot-pounds of torque to the kelly bar.
- 3.2.3.4** Drills shall possess a power system and mechanical or hydraulic mechanism capable of exerting a down pressure or crowding force of at least 12,000 pounds.
- 3.2.3.5** Drills shall possess a power system and mechanical components to operate a service hoist for installing piles. The hoist system shall have a lifting capacity of at least 8,000 pounds and have the ability to install 40-foot piling.
- 3.2.3.6** Drills shall be equipped with two hydraulic front and rear outriggers and jacks for fast and efficient leveling purposes.
- 3.2.3.6.1** Outriggers are not required for track mounted drills.
- 3.2.3.7** Additional equipment, material, and accessories requested by the WVDOH and necessary for the completion of work (i.e. augers, core barrels, rock cutting teeth, muck bucket, etc.) shall be considered incidental and at the Vendor's expense.
- 3.2.3.7.1** Rock cutting teeth shall be comparable to the Kennametal brand of carbide teeth.
- 3.2.3.8** The availability of storage and lay down areas for Vendor equipment on WVDOH property shall be at the sole discretion of the WVDOH District Engineer or their designee. Should placement or storage of Vendor equipment be permitted, the WVDOH assumes no responsibility for damages, theft, injury, or vandalism to Vendor owned property while stationed or stored on WVDOH property or worksites.
- 3.2.4 Equipment Downtime:** Equipment downtime shall be defined as the amount of time equipment is out of operation due to mechanical failure or preventative maintenance such as refueling, lubrication, or warm up. The WVDOH shall not be billed for equipment downtime.
- 3.2.4.1** The WVDOH reserves the right, at its discretion, to shut down any equipment that appears to be functioning improperly or in an unsafe manner.

REQUEST FOR QUOTATION  
**Earth & Rock Auger Drills with Operator**

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**3.2.4.2** The WVDOH reserves the right, at its discretion, to shut down any equipment that leaks enough fluid to cause a six-inch (6") or larger stain on the roadway, until the leak is properly repaired by Vendor.

**3.2.5 Operation Rates (Contract Items 1 & 2):** Vendor shall bid a single hourly operation rate for drilling depths of less than 10 feet and a single hourly rate for drilling depths in excess of 10 feet for each piece of equipment proposed on the attached ATT A. Operation hours will be rounded to the nearest 15 minutes and the cost prorated accordingly. Vendor shall include in its bid price the cost of auger and core barrel resurfacing.

**3.2.5.1 Overtime (Contract Item 3):** Overtime shall be defined as hours beyond 40 in a standard work week. Vendor shall bid one price per hour to cover overtime costs of labor.

**3.2.6 Casing Pipe (Contract Items 4-7):** The WVDOH District Engineer or their designee may occasionally request casing pipe to be furnished by Vendor. Vendor shall bid one price per linear foot for 18", 24", 30", and 36" diameter casing pipe on the attached ATT A.

**3.2.6.1** It is the intention of the WVDOH to provide the piling and casing pipe needed at each worksite and will perform any necessary splicing and cut-off prior to the commencement of work by Vendor. Casing pipe will be positioned on the site by the WVDOH to allow for immediate installation by Vendor after a hole is drilled.

**3.2.6.1.1** Material excavated from the drilled hole shall be disposed of by the WVDOH.

**3.2.6.2** The angle of inclination from the vertical and the length of each pile shall be directed by the WVDOH District Engineer or their designee.

**3.2.6.3** The location of holes and steel case pipes and/or piling to be installed shall be directed by the WVDOH District Engineer or their designee. The WVDOH will stake out all work limits to be performed.

**3.2.6.4** The size and depth of drilled holes will be governed by the size of the casing pipe or piling. The minimum hole diameter shall be two (2) inches larger than the diagonal distance across the pile cross section. In conditions where boulders, etc., are encountered, the diameter of the hole may have to be considerably larger than the maximum dimensions of the casing pipe or piling.

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**3.2.7 Crane Mats (Contract Item 5):** Crane mats must meet the minimum industry standard size of 4'x16'x8". Anything smaller will be considered cribbing and will not be paid. Vendor shall bid one price per mat, per project on the attached ATT A.

**3.2.8 Mobilization (Contract Item 9):** Equipment mobilization shall be defined as a one-time, one-way transport of equipment from a Vendor's base of operations to an Agency worksite and/or from one WVDOH worksite to another, whichever mileage would be of lesser cost to the WVDOH. The WVDOH will provide the worksite location to the Vendor on the ADO. Return of equipment to the Vendor's base of operations will not be paid by the WVDOH.

Pricing for mobilization shall be bid per mile on the attached ATT A and will be calculated based on the location of Vendor's base of operations, as provided on ATT A. The most direct suitable route from Vendor's base of operations to the worksite or between worksites, as agreed upon by the WVDOH and Vendor, will be the agreed upon mileage calculation for Mobilization.

**3.2.8.1 Crane Mat Mobilization (Contract Item 10):** In the event the WVDOH District has multiple projects in a given District, the WVDOH shall pay a one-time, one-way rate per mile for the mobilization of crane mats to the next project worksite. Vendor shall bid one price per mile on the attached ATT A.

**3.2.9 Routing:** The WVDOH shall calculate mileage by utilizing "Google Maps" or a similar source for routing from the Vendor's plant location to the Agency job site. The Agency, at its own discretion, will decide the route to be taken due to bridge and/or other road restrictions.

**3.2.10 Emergency Work:** Emergency work, as ordered by a WVDOH District Engineer or their designee, is work that shall be initiated within twenty-four (24) hours from when the order is received by the vendor. The determination of emergency work will be in accordance with Section 2.5 of this Solicitation and prominently noted on the ADO. Designated emergency projects will be paid at 1.50 times the Vendors bid price.

#### **4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of these specifications.

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**4.1.1 Determining Low Bid Per Project:** To determine the low bid Vendor for an individual project, the WVDOH District Engineer or their designee will calculate the lowest overall total cost for all Contract Items required per project. If the lowest overall bidder is not available for the requested project dates, the project will be offered to another low bid vendor.

WVDOH reserves the right to request any one or combination of Contract Items for which bids are awarded at the lowest overall total as set forth in this section.

**4.2 Pricing Pages, Attachment A (“ATT A”):** ATT A contains a list of Contract Items with no guarantee that any one Contract Item will be purchased throughout the life of this Contract. Vendor shall complete ATT A by providing its proposed equipment, base of operations, Contract Item bid pricing, and service area selections. Vendor may bid any or all Districts.

The Pricing Pages contain a list of Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available. **Failure to complete or provide ATT A in its entirety will result in disqualification of Vendor’s bid.**

**4.2.1** Vendor shall complete ATT A by providing the physical 911 address for each base of operations that will source its proposed equipment. A post office box address shall not be considered an acceptable address. **Bids submitted without ATT B will be disqualified.** Reference Section 3.2.2.

**4.2.2** Vendor shall provide its proposed equipment information and select the Districts it will provide services and Contract Items bid on the attached ATT A.

**4.2.3** If Vendor is bidding multiple pieces of equipment, Vendor shall duplicate ATT A to provide its pricing, District selections, and Contract Item bid pricing for each proposed piece of equipment.

**4.2.4** Vendor should type or electronically enter the information into the ATT A spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: [DOTProcurement@wv.gov](mailto:DOTProcurement@wv.gov).

**4.2.5** Changing a column or row description, Contract Item description, or unit of measure on ATT A shall result in the disqualification of the Contract Item bid on the altered line. In circumstances when all Contract Items must be

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bid for evaluation and contract award, the disqualification of any Contract Item will result in disqualification of the entire bid.

**4.2.6** Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2, shall result in the disqualification of the Vendor's bid in its entirety.

**4.2.7** Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

**4.3 Contract Award Transition:** Upon award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any order issued prior to award of the contract shall remain in effect and should not be cancelled until that order is filled; however, after 10 working days of the Districts and Vendors notice, any order that has not been completely filled by the Vendors shall NOT be completed and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that order only. No orders from prior contracts should be held open by the Districts or Vendors longer than 10 working days after the effective date of use is announced for the new contract.

**4.4 Cooperative Contracting:** The purchase prices on all Contract Items herein, available for the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

**4.5 Price Adjustments:** In the event of a significant price increase of products or services utilized to perform under this Contract, by no fault of the Vendor, the contract pricing may be equitably adjusted by change order as more fully described below.

**4.5.1** A change in price may be considered if the price of the component material or equipment increases significantly from the original bid amount.

**4.5.2** Any request for a price increase under this clause must be supported by price quotes for the component material or equipment for which a change is being sought; invoices showing amounts actually paid for the component materials or rental equipment; and any other evidence that supports the increase request.

**4.5.3** Quotes provided to support the price increase request must be the quotes that Vendor actually relied on when submitting its bid and both the quote

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and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party.

- 4.5.4 Vendor must also show that the significant price increase would have been incurred if the owner had purchased the material or rental equipment directly from the supplier.
- 4.5.5 Price adjustments will be granted or denied at the sole and absolute discretion of the State.
- 4.5.6 Price adjustments will only be considered annually at the contract expiration/renewal date. Vendor must submit price adjustment requests 60 days prior to the expiration/renewal date to be considered.
- 4.5.7 Vendor documentation for price adjustments shall be submitted to [DOHOperationsProcurement@wv.gov](mailto:DOHOperationsProcurement@wv.gov) for initial review.
- 4.5.8 Price adjustments shall be memorialized by a written Change Order which must be reviewed and approved by the Budget and Procurement Division, and as to form by the Attorney General's Office, to be effective. Adjusted pricing will not take effect until the effective date of such Change Order and cannot be retroactive.

**5. ORDERING AND PAYMENT:**

- 5.1 **Ordering:** Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.
- 5.2 **Agency Delivery Order ("ADO"):** District personnel must issue an Agency Delivery Order (ADO) from OASIS for specific quantities of materials based on each project's requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will become the agreed upon official start and end dates. The ADO must be created in OASIS and approved to "Final," prior to placing the order with the vendor. The District is responsible for creating the ADO in OASIS and is required to submit the approved order, in writing, directly to the vendor via mail, email, fax, or through a Vendor's online ordering system. **Verbal communication with the vendor is not**

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**considered an official order.** In the event the vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from OASIS. Emergencies shall be prominently noted on the ADO. Once complete, the ADO shall be sent to Vendor via fax, email, or mail.

**5.2.1 Lead Time:** The WVDOH should plan accordingly to allow the Contractor a minimum of 14 calendar days prior to the date of the agreed upon start date on the ADO to allow Vendor to mobilize and begin work.

**5.3 Payment:** Upon completion of the work indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website ([wvsao.gov](http://wvsao.gov)) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

**6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:**

**6.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of an ADO, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the ADO. As verification of receipt, **Vendor must provide written acknowledgement of receipt of any ADO and any revisions/modifications thereto sent by the WVDOH.** Failure to provide the WVDOH with written acknowledgement of any revisions within five (5) days of the ADO being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOH at its own discretion shall cancel the ADO and may seek to obtain the goods or services from another low bid Vendor or proceed with an emergency purchase from the open market.

**6.2 Negotiation of Dates:** The WVDOH shall have the option to negotiate with the Vendor, the project's tentative start and end dates. **Project work shall be continuous to completion unless otherwise approved in writing by the WVDOH District Engineer or their designee.**

**6.3 Delivery Time:** In accordance with Section 6 and the terms of this contract, the work shall be scheduled by the WVDOH. The Vendor shall mobilize, commence, and complete work delivery in accordance with the WVDOH's written ADO, per project. Any changes must be communicated by the Vendor in writing to the WVDOH District Engineer or their designee. WVDOH shall then process a change order to the approved ADO issued from wvOASIS and provide the vendor a written



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copy of the changes. The Vendor shall work in an efficient manner in effort to keep traffic delay to a minimum and traffic must be adequately and safely accommodated. Vendor shall ship/provide all orders in accordance with the dates assigned to each project per the ADO and shall not hold orders until a minimum delivery quantity is met. **No Vendor is authorized to ship project related goods or begin work/services, nor is the WVDOH authorized to receive materials, prior to the issuance of an ADO.**

- 6.4 Adverse Weather Conditions:** Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOH District Engineer or their designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOH, Vendor, or general public, work shall be suspended by the WVDOH Engineer/designee. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOH Engineer/designee. After a weather-related suspension of work, the WVDOH District Engineer or their designee shall determine and convey in writing, such ADO changes and when work shall commence/resume, followed by the Vendor's written acknowledgement, per Section 6.1 of this Contract Solicitation. WVDOH shall then process a change order to the approved ADO issued from wvOASIS and provide the vendor a written copy of the changes.
- 6.5 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from another awarded vendor or proceed with an Emergency Purchase from the open market.

The Agency placing the ADO under this Contract must be notified **in writing by the Vendor no later than five (5) business days prior to the scheduled start date from the Agency's order.** Any failure to notify, acknowledge receipt of WVDOH's written ADO revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the ADO and application of Liquidated Damages.

Any Agency seeking to obtain items from the open market under this provision must first obtain approval of the WVDOT Budget & Procurement Division.

- 6.5.1 Liquidated Damages:** If the Vendor's work completion or corrections of deficient work exceeds the ADO completion due date or timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one (1)

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after the WVDOH's specified ADO due date and in accordance with this Section, the Contract's Terms and Conditions, Standard Specs Section 108.7, and the following Standard Specs Section Table 108.7.1 - Schedule of Liquidated Damages, as amended:

**Table 108.7.1  
 Schedule of Liquidated Damages**

Original Contract Amount		Daily Charges Per Calendar Day
For More Than	To and Including	
\$0	\$500,000	\$300
\$500,000	\$2,000,000	\$600
\$2,000,000	\$10,000,000	\$1,500
\$10,000,000	\$25,000,000	\$3,000
\$25,000,000		\$4,000

- 6.6 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's specified location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery.
- 6.7 Project Acceptance Criteria:** The WVDOH District Engineer or their designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the WVDOH District Engineer or their designee not performed in accordance with these contract specifications or the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the WVDOH District Engineer or their designee. Under no circumstance shall the Vendor's deficiency corrections exceed twenty (20) calendar days unless otherwise declared in writing by the WVDOH District Engineer or their designee and may be subject to Liquidated Damages as per Section 6.5.1 of these Contract Specifications.
- 6.8 Return of Unacceptable Items:** The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion

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**7. VENDOR DEFAULT:**

- 7.1 The following shall be considered a vendor default under this Contract.
  - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
  - 7.1.2 Failure to comply with other specifications and requirements contained herein.
  - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
  - 7.2.1 Immediate cancellation of the Contract.
  - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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- 8.3 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

**Contract Manager:** STEVE DIEHL - VICE PRESIDENT  
**Telephone Number:** 304-759-2100  
**Fax Number:** 304-759-2200  
**Email Address:** STEVE.DIEHL@TRITONWV.COM

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

**EARTH & ROCK AUGER DRILLS WITH OPERATOR  
ATTACHMENT A (ATT A) - PRICING PAGES**

**INSTRUCTIONS:** Vendor shall complete ATT A by providing its Name, Base of Operations, Service Area(s), Proposed Equipment, and Contract Item bid information below. Vendor must complete a separate ATT A for each piece of Proposed Equipment.

**No future use of the Contract or any individual item is guaranteed throughout the life of this contract. Estimated quantities are not available. Failure to complete ATT A in its entirety will result in disqualification of Vendor's bid.**

**VENDOR:** TRITON CONSTRUCTION, INC.

**BASE OF OPERATIONS:** Vendor shall provide the physical 911 address associated with the Service Area, Proposed Equipment, and Contract Items bid on this page.

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SAINT ALBANS, WV 25177

**SERVICE AREA:** Vendor shall select the District(s) it will provide its Proposed Equipment and Contract Items bid from its Base of Operations listed above.

- District 1:** Boone, Clay, Kanawha, Mason and Putnam counties
- District 2:** Cabell, Lincoln, Logan, Mingo and Wayne counties
- District 3:** Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
- District 4:** Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
- District 5:** Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties
- District 6:** Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
- District 7:** Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
- District 8:** Pendleton, Pocahontas, Randolph and Tucker counties
- District 9:** Fayette, Greenbrier, Monroe, Nicholas and Summers counties
- District 10:** McDowell, Mercer, Raleigh and Wyoming counties

PROPOSED EQUIPMENT	
Manufacturer	Watson
Model Number	2500CM - 149
Modification / Additions	Crawler Mounted
Hole Diameter - Minimum	12inch
Hole Diameter - Maximum	96 inch
Degree of Rotation	360
Slide Stroke	5 feet
Foot Pounds of Torque	81,000
DownPressure/Crowding Force	28,000
Hole Depth - Maximum	50 feet

CONTRACT ITEMS		
Contract Item No. & Description	UOM	Unit Cost
1 Operation Rate - Under 10 ft.	Hour	\$275.00
2 Operation Rate - Over 10 ft.	Hour	\$275.00
3 Overtime - Over 40 hours/workweek	Hour	\$400.00
4 Casing Pipe - 18" diam. (per linear ft.)	Foot	\$25.00
5 Casing Pipe - 24" diam. (per linear ft.)	Foot	\$35.00
6 Casing Pipe - 30" diam. (per linear ft.)	Foot	\$45.00
7 Casing Pipe - 36" diam. (per linear ft.)	Foot	\$50.00
8 Crane Mats - 4'x16'x18"	Unit	\$500.00
9 Mobilization - Equipment	Mile	\$2.50
10 Mobilization - Crane Mats	Mile	\$2.00

**EARTH & ROCK AUGER DRILLS WITH OPERATOR  
ATTACHMENT A (ATT A) - PRICING PAGES**

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**BASE OF OPERATIONS:** Vendor shall provide the physical 911 address associated with the Service Area, Proposed Equipment, and Contract Items bid on this page.

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PROPOSED EQUIPMENT	
Manufacturer	Watson
Model Number	2500CM - 106
Modification / Additions	Crawler Mounted
Hole Diameter - Minimum	12inch
Hole Diameter - Maximum	96 inch
Degree of Rotation	360
Slide Stroke	5 feet
Foot Pounds of Torque	81,000
DownPressure/Crowding Force	28,000
Hole Depth - Maximum	90 feet

CONTRACT ITEMS		
Contract Item No. & Description	UOM	Unit Cost
1 Operation Rate - Under 10 ft.	Hour	\$275.00
2 Operation Rate - Over 10 ft.	Hour	\$275.00
3 Overtime - Over 40 hours/workweek	Hour	\$400.00
4 Casing Pipe - 18" diam. (per linear ft.)	Foot	\$25.00
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7 Casing Pipe - 36" diam. (per linear ft.)	Foot	\$50.00
8 Crane Mats - 4'x16'x18"	Unit	\$500.00
9 Mobilization - Equipment	Mile	\$2.50
10 Mobilization - Crane Mats	Mile	\$2.00

**SERVICE AREA:** Vendor shall select the District(s) it will provide its Proposed Equipment and Contract Items bid from its Base of Operations listed above.

- District 1:** Boone, Clay, Kanawha, Mason and Putnam counties
- District 2:** Cabell, Lincoln, Logan, Mingo and Wayne counties
- District 3:** Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
- District 4:** Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
- District 5:** Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties
- District 6:** Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
- District 7:** Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
- District 8:** Pendleton, Pocahontas, Randolph and Tucker counties
- District 9:** Fayette, Greenbrier, Monroe, Nicholas and Summers counties
- District 10:** McDowell, Mercer, Raleigh and Wyoming counties

**EARTH & ROCK AUGER DRILLS WITH OPERATOR  
ATTACHMENT A (ATT A) - PRICING PAGES**

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**VENDOR:** TRITON CONSTRUCTION, INC.

**BASE OF OPERATIONS:** Vendor shall provide the physical 911 address associated with the Service Area, Proposed Equipment, and Contract Items bid on this page.

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**SERVICE AREA:** Vendor shall select the District(s) it will provide its Proposed Equipment and Contract Items bid from its Base of Operations listed above.

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PROPOSED EQUIPMENT	
Manufacturer	Watson
Model Number	2500CM - 149
Modification / Additions	Crawler Mounted
Hole Diameter - Minimum	12inch
Hole Diameter - Maximum	96 inch
Degree of Rotation	360
Slide Stroke	5 feet
Foot Pounds of Torque	81,000
DownPressure/Crowding Force	28,000
Hole Depth - Maximum	50 feet

CONTRACT ITEMS		
Contract Item No. & Description	UOM	Unit Cost
1 Operation Rate - Under 10 ft.	Hour	\$275.00
2 Operation Rate - Over 10 ft.	Hour	\$275.00
3 Overtime - Over 40 hours/workweek	Hour	\$400.00
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**EARTH & ROCK AUGER DRILLS WITH OPERATOR  
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**BASE OF OPERATIONS:** Vendor shall provide the physical 911 address associated with the Service Area, Proposed Equipment, and Contract Items bid on this page.

1944 WINFIELD ROAD  
SAINT ALBANS, WV 25177  
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- District 10:** McDowell, Mercer, Raleigh and Wyoming counties

PROPOSED EQUIPMENT	
Manufacturer	Watson
Model Number	2500CM - 106
Modification / Additions	Crawler Mounted
Hole Diameter - Minimum	12inch
Hole Diameter - Maximum	96inch
Degree of Rotation	360
Slide Stroke	5 feet
Foot Pounds of Torque	81,000
Down Pressure/Crowding Force	28,000
Hole Depth - Maximum	90 feet

CONTRACT ITEMS		
Contract Item No. & Description	UOM	Unit Cost
1 Operation Rate - Under 10 ft.	Hour	\$275.00
2 Operation Rate - Over 10 ft.	Hour	\$275.00
3 Overtime - Over 40 hours/workweek	Hour	\$400.00
4 Casing Pipe - 18" diam. (per linear ft.)	Foot	\$25.00
5 Casing Pipe - 24" diam. (per linear ft.)	Foot	\$35.00
6 Casing Pipe - 30" diam. (per linear ft.)	Foot	\$45.00
7 Casing Pipe - 36" diam. (per linear ft.)	Foot	\$50.00
8 Crane Mats - 4'x16'x18"	Unit	\$500.00
9 Mobilization - Equipment	Mile	\$2.50
10 Mobilization - Crane Mats	Mile	\$2.00



**EARTH & ROCK AUGER DRILLS WITH OPERATOR  
ATTACHMENT A (ATT A) - PRICING PAGES**

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**BASE OF OPERATIONS:** Vendor shall provide the physical 911 address associated with the Service Area, Proposed Equipment, and Contract Items bid on this page.

1944 WINFIELD ROAD

SAINT ALBANS, WV 25177

PROPOSED EQUIPMENT	
Manufacturer	Watson
Model Number	2500CM - 149
Modification / Additions	Crawler Mounted
Hole Diameter - Minimum	12inch
Hole Diameter - Maximum	96 inch
Degree of Rotation	360
Slide Stroke	5 feet
Foot Pounds of Torque	81,000
DownPressure/Crowding Force	28,000
Hole Depth - Maximum	50 feet

CONTRACT ITEMS			
Contract Item No.	Description	UOM	Unit Cost
1	Operation Rate - Under 10 ft.	Hour	\$300.00
2	Operation Rate - Over 10 ft.	Hour	\$300.00
3	Overtime - Over 40 hours/workweek	Hour	\$400.00
4	Casing Pipe - 18" diam. (per linear ft.)	Foot	\$25.00
5	Casing Pipe - 24" diam. (per linear ft.)	Foot	\$35.00
6	Casing Pipe - 30" diam. (per linear ft.)	Foot	\$45.00
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Model Number	2500CM - 106
Modification / Additions	Crawler Mounted
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Hole Diameter - Maximum	96inch
Degree of Rotation	360
Slide Stroke	5 feet
Foot Pounds of Torque	81,000
DownPressure/Crowding Force	28,000
Hole Depth - Maximum	90 feet

CONTRACT ITEMS		
Contract Item No. & Description	UOM	Unit Cost
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Model Number	2500CM - 149
Modification / Additions	Crawler Mounted
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Hole Diameter - Maximum	96 inch
Degree of Rotation	360
Slide Stroke	5 feet
Foot Pounds of Torque	81,000
DownPressure/Crowding Force	28,000
Hole Depth - Maximum	50 feet

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Model Number	2500CM - 106
Modification / Additions	Crawler Mounted
Hole Diameter - Minimum	12 inch
Hole Diameter - Maximum	96 inch
Degree of Rotation	360
Slide Stroke	5 feet
Foot Pounds of Torque	81,000
DownPressure/Crowding Force	28,000
Hole Depth - Maximum	90 feet

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PROPOSED EQUIPMENT	
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Model Number	2500CM - 149
Modification / Additions	Crawler Mounted
Hole Diameter - Minimum	12 inch
Hole Diameter - Maximum	96 inch
Degree of Rotation	360
Slide Stroke	5 feet
Foot Pounds of Torque	81,000
Down Pressure/Crowding Force	28,000
Hole Depth - Maximum	50 feet

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- District 3:** Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
- District 4:** Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
- District 5:** Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties
- District 6:** Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
- District 7:** Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
- District 8:** Pendleton, Pocahontas, Randolph and Tucker counties
- District 9:** Fayette, Greenbrier, Monroe, Nicholas and Summers counties
- District 10:** McDowell, Mercer, Raleigh and Wyoming counties

PROPOSED EQUIPMENT	
Manufacturer	Watson
Model Number	2500CM - 149
Modification / Additions	Crawler Mounted
Hole Diameter - Minimum	12 inch
Hole Diameter - Maximum	96 inch
Degree of Rotation	360
Slide Stroke	5 feet
Foot Pounds of Torque	81,000
Down Pressure/Crowding Force	28,000
Hole Depth - Maximum	50 feet

CONTRACT ITEMS		
Contract Item No. & Description	UOM	Unit Cost
1 Operation Rate - Under 10 ft.	Hour	\$400.00
2 Operation Rate - Over 10 ft.	Hour	\$400.00
3 Overtime - Over 40 hours/workweek	Hour	\$500.00
4 Casing Pipe - 18" diam. (per linear ft.)	Foot	\$25.00
5 Casing Pipe - 24" diam. (per linear ft.)	Foot	\$35.00
6 Casing Pipe - 30" diam. (per linear ft.)	Foot	\$45.00
7 Casing Pipe - 36" diam. (per linear ft.)	Foot	\$50.00
8 Crane Mats - 4'x16'x18"	Unit	\$500.00
9 Mobilization - Equipment	Mile	\$2.50
10 Mobilization - Crane Mats	Mile	\$2.00

**EARTH & ROCK AUGER DRILLS WITH OPERATOR  
ATTACHMENT A (ATT A) - PRICING PAGES**

**INSTRUCTIONS:** Vendor shall complete ATT A by providing its Name, Base of Operations, Service Area(s), Proposed Equipment, and Contract Item bid information below. Vendor must complete a separate ATT A for each piece of Proposed Equipment.

**No future use of the Contract or any individual item is guaranteed throughout the life of this contract. Estimated quantities are not available. Failure to complete ATT A in its entirety will result in disqualification of Vendor's bid.**

**VENDOR:** TRITON CONSTRUCTION, INC.

**BASE OF OPERATIONS:** Vendor shall provide the physical 911 address associated with the Service Area, Proposed Equipment, and Contract Items bid on this page.

1944 WINFIELD ROAD

SAINT ALBANS, WV 25177

PROPOSED EQUIPMENT	
Manufacturer	Watson
Model Number	2500CM - 106
Modification / Additions	Crawler Mounted
Hole Diameter - Minimum	12 inch
Hole Diameter - Maximum	96 inch
Degree of Rotation	360
Slide Stroke	5 feet
Foot Pounds of Torque	81,000
DownPressure/Crowding Force	28,000
Hole Depth - Maximum	90 feet

**SERVICE AREA:** Vendor shall select the District(s) it will provide its Proposed Equipment and Contract Items bid from its Base of Operations listed above.

- District 1:** Boone, Clay, Kanawha, Mason and Putnam counties
- District 2:** Cabell, Lincoln, Logan, Mingo and Wayne counties
- District 3:** Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt and Wood counties
- District 4:** Doddridge, Harrison, Marion, Monongalia, Preston and Taylor counties
- District 5:** Berkeley, Grant, Hampshire, Hardy, Jefferson, Mineral and Morgan counties
- District 6:** Brooke, Hancock, Marshall, Ohio, Tyler and Wetzel counties
- District 7:** Barbour, Braxton, Gilmer, Lewis, Upshur and Webster counties
- District 8:** Pendleton, Pocahontas, Randolph and Tucker counties
- District 9:** Fayette, Greenbrier, Monroe, Nicholas and Summers counties
- District 10:** McDowell, Mercer, Raleigh and Wyoming counties

CONTRACT ITEMS		
Contract Item No. & Description	UOM	Unit Cost
1 Operation Rate - Under 10 ft.	Hour	\$400.00
2 Operation Rate - Over 10 ft.	Hour	\$400.00
3 Overtime - Over 40 hours/workweek	Hour	\$500.00
4 Casing Pipe - 18" diam. (per linear ft.)	Foot	\$25.00
5 Casing Pipe - 24" diam. (per linear ft.)	Foot	\$35.00
6 Casing Pipe - 30" diam. (per linear ft.)	Foot	\$45.00
7 Casing Pipe - 36" diam. (per linear ft.)	Foot	\$50.00
8 Crane Mats - 4'x16'x18"	Unit	\$500.00
9 Mobilization - Equipment	Mile	\$2.50
10 Mobilization - Crane Mats	Mile	\$2.00

**EARTH & ROCK AUGER DRILLS WITH OPERATOR  
ATTACHMENT B (ATT B) - Personnel Information Form**

**INSTRUCTIONS:** Vendor shall provide the names and length of experience for each qualified crew member who may perform services under this Contract, per Section 3.2.2 of the Contract specifications. Please duplicate this page if additional lines are needed.

- Equipment Operators must have at least one (1) year of paid experience with proposed equipment on similar job types.
- Drill Assistants must have at least six (6) months of paid experience with proposed equipment on similar job types.

**No future use of the Contract or any individual item is guaranteed throughout the life of this contract. Estimated quantities are not available.**

**Failure to complete ATT B in its entirety will result in disqualification of Vendor's bid.**

**VENDOR:**                     TRITON CONSTRUCTION, INC.                    

**EQUIPMENT OPERATORS**

Name	Proposed Equipment ( <i>per ATT A</i> )		Years of Experience
	Manufacturer	Model	
MIKE DOLIN	WATSON	2500 CM	27
MICHAEL RAMEY	WATSON	2500 CM	12
KYLE SCARBERRY	WATSON	2500 CM	12

**DRILL ASSISTANTS**

Name	Proposed Equipment ( <i>per ATT A</i> )		Years/Months of Experience
	Manufacturer	Model	
KYLE SCARBERRY	WATSON	2500 CM	12



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