State of West Virginia
Request For Quotation

Procurement Folder : 481864

Document Description : 6619C008-POWER EARTH AND ROCK AUGERS/DRILLS WITH OPERATOR

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-10-18	2018-10-26 14:00:00	ARFQ 0803 DOT1900000010	3	Final

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON WV 25302 US	**Vendor Name, Address and Telephone**

FOR INFORMATION CONTACT THE
Dusty J Smith
(304) 558-9398
dusty.j.smith@wv.gov

Signature X W. Roger Lee **FEIN #** 34-1421920 **DATE** 10/18/18

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

****NOTICE*********

MAKE SURE YOU DOWNLOAD ALL INFORMATION
TERMS AND CONDITIONS-SPECIFICATIONS-INFO ATTACHMENT-PURCHASING AFFIDAVIT-PRICING PAGES

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER
No City WV 99999	No City WV 99999
US	US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	POWER EARTH AND ROCK AUGERS/DRILLS WITH OPERATOR	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
73181008			

Extended Description
POWER EARTH AND ROCK AUGERS/DRILLS WITH OPERATOR - PER THE ATTACHED PRICING PAGES

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TECHNICAL QUESTIONS DUE AT 10AM	2018-10-04

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Pricing Page **Power Earth and Rock Augers/Drills**

Vendor Name: Ohio-West Virginia Excavating Co.

District 1 - Boone County, Clay County, Kanawha County, Mason County and Putnam County

Per bid submissions, Vendors may bid multiple pieces of equipment by duplicating the Pricing Page to create a separate Pricing Page for each piece of equipment bid, per District.

	Proposed Equipment	
MANUFACTURER	2016 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS		
SERIAL NUMBER	4751	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881 FT/LB	
DOWN PRESSURE/CROWDING FORCE	27,876 LBS	
HOLE DEPTH	90'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	410.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	82.00
MOBILIZATION	Per Mile Rate	45.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	45.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	4,300.00

Pricing Page **Power Earth and Rock Augers/Drills**

Vendor Name: Ohio-West Virginia Excavating Co.

District 1 - Boone County, Clay County, Kanawha County, Mason County and Putnam County

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	Proposed Equipment	
MANUFACTURER	2017 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS		
SERIAL NUMBER	4924	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881 FT/LB	
DOWN PRESSURE/CROWDING FORCE	27,876 LBS	
HOLE DEPTH	90'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	410.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	82.00
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Pricing Page **Power Earth and Rock Augers/Drills**

Vendor Name: Ohio-West Virginia Excavating Co.

District 2 - Cabell County, Lincoln County, Logan County, Mingo County and Wayne County

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	Proposed Equipment	
MANUFACTURER	2016 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS		
SERIAL NUMBER	4751	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881 FT/LB	
DOWN PRESSURE/CROWDING FORCE	27,876 LBS	
HOLE DEPTH	90'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	410.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	82.00
MOBILIZATION	Per Mile Rate	45.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	45.00
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MANUFACTURER	2017 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS		
SERIAL NUMBER	4924	
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DEGREE OF ROTATION	360	
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FOOT POUNDS OF TORQUE	95,881 FT/LB	
DOWN PRESSURE/CROWDING FORCE	27,876 LBS	
HOLE DEPTH	90'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	410.00
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Vendor Name: Ohio-West Virginia Excavating Co.

District 3 - Calhoun County, Jackson County, Pleasants County, Ritchie County, Roane County, Wirt County and Wood County

Per bid submissions, Vendors may bid multiple pieces of equipment by duplicating the Pricing Page to create a separate Pricing Page for each piece of equipment bid, per District.

	Proposed Equipment	
MANUFACTURER	2016 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS		
SERIAL NUMBER	4751	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881 FT/LB	
DOWN PRESSURE/CROWDING FORCE	27,876 LBS	
HOLE DEPTH	90'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	330.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	72.00
MOBILIZATION	Per Mile Rate	35.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	40.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	2,300.00

Pricing Page **Power Earth and Rock Augers/Drills**

Vendor Name: Ohio-West Virginia Excavating Co.

District 3 - Calhoun County, Jackson County, Pleasants County, Ritchie County, Roane County, Wirt County and Wood County

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MANUFACTURER	2017 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS		
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SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881 FT/LB	
DOWN PRESSURE/CROWDING FORCE	27,876 LBS	
HOLE DEPTH	90'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	330.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	72.00
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Pricing Page **Power Earth and Rock Augers/Drills**

Vendor Name: Ohio-West Virginia Excavating Co.

District 4 - Doddridge County, Harrison County, Marion County, Monongalia County, Preston County and Taylor County

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	Proposed Equipment	
MANUFACTURER	2016 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS		
SERIAL NUMBER	4751	
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DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881 FT/LB	
DOWN PRESSURE/CROWDING FORCE	27,876 LBS	
HOLE DEPTH	90'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	330.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	72.00
MOBILIZATION	Per Mile Rate	35.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	40.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	2,300.00

Pricing Page **Power Earth and Rock Augers/Drills**

Vendor Name: Ohio-West Virginia Excavating Co.

District 4 - Doddridge County, Harrison County, Marion County, Monongalia County, Preston County and Taylor County

Per bid submissions, Vendors may bid multiple pieces of equipment by duplicating the Pricing Page to create a separate Pricing Page for each piece of equipment bid, per District.

	Proposed Equipment	
MANUFACTURER	2017 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS		
SERIAL NUMBER	4924	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
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Pricing Page **Power Earth and Rock Augers/Drills**

Vendor Name: Ohio-West Virginia Excavating Co.

District 5 - Berkeley County, Grant County, Hampshire County, Hardy County, Jefferson County, Mineral County and Morgan County

Per bid submissions, Vendors may bid multiple pieces of equipment by duplicating the Pricing Page to create a separate Pricing Page for each piece of equipment bid, per District.

	Proposed Equipment	
MANUFACTURER	2016 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS		
SERIAL NUMBER	4751	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881 FT/LB	
DOWN PRESSURE/CROWDING FORCE	27,876 LBS	
HOLE DEPTH	90'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	410.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	82.00
MOBILIZATION	Per Mile Rate	45.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	45.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	4,300.00

Pricing Page **Power Earth and Rock Augers/Drills**

Vendor Name: Ohio-West Virginia Excavating Co.

District 5 - Berkeley County, Grant County, Hampshire County, Hardy County, Jefferson County, Mineral County and Morgan County

Per bid submissions, Vendors may bid multiple pieces of equipment by duplicating the Pricing Page to create a separate Pricing Page for each piece of equipment bid, per District.

	Proposed Equipment	
MANUFACTURER	2017 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS		
SERIAL NUMBER	4924	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881 FT/LB	
DOWN PRESSURE/CROWDING FORCE	27,876 LBS	
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OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	410.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	82.00
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Vendor Name: Ohio-West Virginia Excavating Co.

District 6 - Brooke County, Hancock County, Marshall County, Ohio County, Tyler County and Wetzel County

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	Proposed Equipment	
MANUFACTURER	2016 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS		
SERIAL NUMBER	4751	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881 FT/LB	
DOWN PRESSURE/CROWDING FORCE	27,876 LBS	
HOLE DEPTH	90'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	280.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	68.00
MOBILIZATION	Per Mile Rate	25.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	35.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	1,600.00

Pricing Page **Power Earth and Rock Augers/Drills**

Vendor Name: Ohio-West Virginia Excavating Co.

District 6 - Brooke County, Hancock County, Marshall County, Ohio County, Tyler County and Wetzel County

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	Proposed Equipment	
MANUFACTURER	2017 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS		
SERIAL NUMBER	4924	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881 FT/LB	
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OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	280.00
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Vendor Name: Ohio-West Virginia Excavating Co.

District 7 - Barbour County, Braxton County, Gilmer County, Lewis County, Upshur County and Webster County

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	Proposed Equipment	
MANUFACTURER	2016 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS		
SERIAL NUMBER	4751	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
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HOLE DEPTH	90'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	410.00
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Vendor Name: Ohio-West Virginia Excavating Co.

District 8 - Pendleton County, Pocahontas County, Randolph County and Tucker County

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	Proposed Equipment	
MANUFACTURER	2016 Soilmec	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS		
SERIAL NUMBER	4751	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881 FT/LB	
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Vendor Name: Ohio-West Virginia Excavating Co.

District 9 - Fayette County, Greenbrier County, Monroe County, Nicholas County and Summers County

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MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS		
SERIAL NUMBER	4751	
HOLE DIAMETER	Minimum 18"	Maximum 48"
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Vendor Name: Ohio-West Virginia Excavating Co.

District 10 - McDowell County, Mercer County, Raleigh County and Wyoming County

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MODEL NUMBER	SR-30	
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SERIAL NUMBER	4751	
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DOWN PRESSURE/CROWDING FORCE	27,876 LBS	
HOLE DEPTH	90'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	410.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	82.00
MOBILIZATION	Per Mile Rate	45.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	45.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	4,300.00

Information Attachment Form

Power Earth and Rock Augers/Drills
Base of Operation and
Personnel Requirement

BASE OF OPERATIONS (Exact Physical Location)	Ohio-West Virginia Excavating Co.
	56461 Ferry Landing Road
	Shadyside, OH 43947

PERSONNEL REQUIREMENT

Vendor shall provide the Operator and Helper information requested from Section 3.1.1.3 of the Contract specifications in the space provided below. This requirement is for informational purposes and does not dictate the operator and/or helper for a particular District.

Name of no less than One Operator:	Scott Cross & Richard Haney	
Number of years of experience of Operator:	24 Years	22 Years
Name of no less than One Helper:	Jeff Lucas & Scott Kinnemond	
Number of months/years of experience of Helper:	16 Years &	5 Years

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways
Maintenance Division

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.

3. BID SUBMISSION: All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope 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. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.

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. ALTERNATES: 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 Agency 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.

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 or the fee then assessed by said Division, if applicable.

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

10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.

11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) 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 the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.

13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency 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. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.

15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

16. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.

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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents" .

2.4. "Award Document" means the document signed by the Agency, and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.

2.5. "Solicitation" means the official notice of an opportunity to supply the Agency with goods or services.

2.6. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.7. "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 extends for a period of __one_____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing 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. Renewal of this Contract is limited to __two_____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed __24_____ months in total. Automatic renewal of this Contract is prohibited.

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 prior to the expiration of this Contract shall be effective for no more than 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 that part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ successive one year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total.

☐ **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 calendar year.

☐ **Other:** See attached.

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

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

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

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

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

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

6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.

7. EMERGENCY PURCHASES: The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Agency prior to Contract award.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under $100,000. Personal or business checks are not acceptable.

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

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:

☒ **Commercial General Liability Insurance:** In the amount of $1,000,000.00_____ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☐
☐
☐
☐
☐

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 above.

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

[WEST VIRGINIA CONTRACTOR'S LICENSE
[
[

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

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

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____ for _____. 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.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency 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. 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.

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

14. 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.

15. CANCELLATION: The Agency 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 this contract for any reason or no reason upon 30 days written notice to the Vendor.

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

17. 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.

18. COMPLIANCE: 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.

19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

20. 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.

21. 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.

22. 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.

23. 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 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.

24. 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.

25. 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.

26. 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.

27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.

28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:
http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf.

29. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

30. LICENSING: 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. Upon

request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.

31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, 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.

32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.

36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of $1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

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 with the following reports identified by a checked box below:

☒ Such reports as the Agency 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 Agency via email to the Agency representative specified by Agency.

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

in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check .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. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances ,if applicable ,or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.

43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being sub-section a:

a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
b. Solicitation and any documents required by the Solicitation,
c. Bid or Proposal,
d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

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

Ohio-West Virginia Excavating Co
(Full Company Name)

W. Roger Lewis
(Authorized Signature)

W. Roger Lewis
(Print or Type Name and Title of Signatory)

740 676 7464
(Phone Number)

740 676 4410
(Fax Number)

owv@owvoxcavating.com
(Email address)

10-18-18
(Date)

OHIO-WEST VIRGINIA EXCAVATING CO. CORPORATE SEAL OHIO

Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:_____

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)

☑ Addendum No. 1	☐ Addendum No. 6
☑ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ 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.

Ohio-West Virginia Excavating Co
Full Company Name

W. Hugh Lee
Authorized Signature

10-18-18
Date

OHIO-WEST VIRGINIA EXCAVATING CO. CORPORATE SEAL OHIO

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end contract to provide Power Earth and Rock Augers/Drills with Operators for drilling holes through earth and rock at varying diameters for use at locations throughout the State of WV by the West Virginia Division of Highways.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1 **"Contract Item"** or **"Contract Items"** means the list of items identified in Section 3, below.

   2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.

   2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

   2.4 **"WVDOH"** used throughout this Solicitation means the West Virginia Division of Highways.

   2.5 **"SRIC"** used throughout this Solicitation means Snow Removal and Ice Control.

   2.6 **"Contractor"** or **"Vendor"** 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 most recent, as modified by all subsequent annual Supplemental Specifications, are interchangeable.

3. **GENERAL REQUIREMENTS:**

   3.1 **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 shown below.

   3.1.1 Contract Item:

   This contract shall consist of the Vendor furnishing Power Earth and Rock Augers/Drills, fully operated including fuel, maintenance and all other

necessary equipment to pre-bore and install piling of various sizes for slide correction and structure foundation repairs.

3.1.1.2 Equipment Minimum Requirements:

- Drill 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.
- Drill shall possess a power plant and a mechanical drill assembly, which delivers 35,000 foot-pounds of torque to the Kelly bar, which rotates the Auger or Core Barrel.
- Drill shall be equipped with a power plant and mechanical or hydraulic mechanism capable of exerting a down pressure or crowding force of at least 12,000 pounds.
- Drill shall be equipped with power plant and mechanical mechanism to operate a service hoist for installing piles; the hoist system shall have a lifting capacity of 8,000 pounds and can install 40-foot piling.
- Drill shall be equipped with two hydraulic outriggers and jacks in the front area and two hydraulic outriggers and jacks in the rear of the drill carrier for fast and efficient leveling purposes. The outriggers are not required on track mounted drills.
- Vendor shall furnish, when requested, Augers, Core Barrels, Rock Cutting Teeth, Muck Bucket and Casing, which are in good condition. Rock Cutting Teeth shall be of the type and quality comparable to the "Kennametal" brand. Vendor shall furnish all water needed for drilling purposes.

3.1.1.3 Vendor Personnel Requirements: All drill projects are to have at least one operator and one helper present during drilling. The operator shall have one year of paid experience with similar equipment on similar types of jobs. The helper shall have six months of paid experience on similar types of jobs. Vendors **shall provide, at the time of submitting their bid,** at a minimum, the name of one operator and the name of one helper along with their years of experience. This information shall be submitted on the Information Attachment Form. This requirement is for informational purposes and does not dictate the operator and/or helper for a particular District.

3.1.1.4 Workmanship: It is the expectation of the WVDOH that the driller completes 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.

3.1.2 Site Preparation, Stake-out, Hole Size and Pile Installation:

3.1.2.1 Site Preparation: The WVDOH will, in advance of drilling operations, prepare the site for safe and efficient work. This shall be done in collaboration with the Vendor or his authorized representative. The Vendor and the WVDOH will jointly determine that safe working conditions do exist and either party will have the right to refuse to perform work, if, in their opinion, unsafe working conditions exist.

3.1.2.2 Stake-out: The location of holes and piles to be installed shall be directed by the WVDOH Engineer/Manager or his designee. The WVDOH will stake-out all work to be performed.

3.1.2.3 Hole Size: The size and depth of the holes will be governed by the size of the piles. The hole should be no less than two inches (2") greater in diameter than the maximum dimension of the pile to be installed. In conditions where boulders, etc., are encountered, the diameter of the hole may have to be considerably larger than the maximum dimensions of the pile.

3.1.2.4 Pile Installation: The angle of inclination from the vertical and the length of each pile shall be directed by the WVDOH Engineer/Manager or his designee. Piles shall be installed immediately after each hole is drilled, unless otherwise directed by the WVDOH Engineer/Manager or designee. The WVDOH will perform required splicing of piles and pile cut-off. Piles shall be furnished, delivered and positioned on the site by the WVDOH so that they are conveniently available for immediate installation at each hole.

3.1.3 Down Equipment: Equipment shall be considered down if it is out of production due to mechanical failure or other conditions and no pay will be authorized until production is resumed. The WVDOH will not pay the time during fueling, lubrication and warm-up of the unit.

Equipment shall not leak any fluid sufficiently to cause a six-inch (6") stain or greater on the road. If the equipment does leak a six-inch (6") stain or greater on the road, the WVDOH will shut the equipment down as unsafe until the leak is properly repaired by the Vendor.

The WVDOH reserves the right to shut down operations in the event of SRIC Season or any State of Emergency events.

3.1.4 Mobilization: One-time, one-way mobilization shall be paid by the WVDOH for moving of said equipment from the contractor's base of operations to the work site and/or from one WVDOH worksite to another, whichever mileage would be of lesser cost to the WVDOH. This will be provided to the Vendor on the Delivery Order. Return of equipment to the contractor's base of operations will not be paid by the WVDOH.

The most direct suitable route from the contractor's base of operations to the work site or between work sites will be agreed upon by the WVDOH and the contractor as mileage for calculation of Mobilization. The most recent 911 address or physical location of the contractor's base of operation must be provided on the Information Attachment Form (post office box address is not adequate).

In-state delivery route mileage will be calculated by the WVDOH from the equipment owner's location of the equipment to the WVDOH job site by utilizing the WVDOH Straight-Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each WVDOH District office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions. Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Google Maps" or a similar source for routing from the equipment owner's location of the equipment to the WV Stateline at which time, the Straight-Line Diagrams will be sourced at the WVDOH job site.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a price on all Contract Items. A Contract shall be awarded to all responsible Vendors that provide the Contract Items which meet all required specifications of this contract.

4.2 Pricing Pages: Vendor should submit their bid by providing the proposed equipment information and the price, per District, on the Pricing Pages and the information requested on the Information Attachment Form.

Vendors need to be aware that each District has their own Pricing Page per the tab identified at the bottom of the excel spreadsheet/Pricing Page.

Per bid submissions, Vendors may bid multiple pieces of equipment by duplicating the Pricing Page to create a separate Pricing Page for each piece of equipment bid, per District.

If the base of operation is the same for all pieces of equipment proposed on the bid submission, only one Information Attachment Form is required per bid submission.

Vendor shall bid an Operation Rate, single hourly rate, for the drill unit proposed, which shall be full compensation for equipment rental and required operators up to a standard 40-hour work week. The cost of auger and core barrel resurfacing shall be included in the unit price bid.

For hours beyond 40 hours in a work week, Additional Charge for Overtime, the Vendor shall bid a rate per hour to cover overtime costs of labor only and that amount will be added to the operating rate for all additional operating hours beyond 40 hours.

The Vendor shall provide a per mile rate for Mobilization according to Section 3.1.4 of these specifications.

The Vendor shall quote additional pay items of Casing Pipe and Crane Mats, which may occasionally be requested by the WVDOH Engineer/Manager or his designee. Crane mats will meet minimum industry standard size of 4'x16'x8". Anything smaller will be considered cribbing and will not be paid.

Currently, there is no estimated lease/rental volume available for any item. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: angie.j.moorman@wv.gov.

4.3 Information Attachment Form:

The Vendor shall provide the Base of Operations as explained in 3.1.4.

The Vendor shall provide the name and years/months of experience of at least one Operator and at least one Helper according to Section 3.1.1.3 on the Information Attachment Form.

A bid submission **SHALL** include the Pricing Pages **AND** the Information Attachment Form. Any bid submitted without the Information Attachment Form **WILL BE DISQUALIFIED**.

5. **DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor per project, the WVDOH District Engineer shall issue a Delivery Order to the low bidder based on type and size of equipment required for the project along with the proximity of equipment to the WVDOH job site at the lowest project cost. The projected cost is the estimated hours (Operation Rate) plus Mobilization cost and any additional requests of Casing Pipe and/or Crane Mats.

6. **ORDERING AND PAYMENT:**

   6.1 **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

   6.2 **Payment:** 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, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. **DELIVERY AND RETURN:**

   7.1 **Delivery Time:** The Vendor must notify the WVDOH District Engineer/Manager within five (5) days after receipt of the Delivery Order of their ability to perform the work requested on the Delivery Order. If the Vendor cannot agree to the work requested, the WVDOH District Engineer/Manager shall have the option to contact the next low bidder and follow the same direction.

   Each Delivery Order shall provide the tentative date the project is to begin including the daily start and end time. Work on the project shall be continuous unless approved by the WVDOH District Engineer/Manager.

   In the event of an emergency, the WVDOH District Engineer/Manager may require notification of a Vendor's ability to perform within 24 hours of their receipt of the Delivery Order.

   NOTE: A Vendor's performance on any project may be considered when awarding subsequent Delivery Orders.

7.2 **Late Delivery:** The Agency placing the Delivery 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 a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

7.3 **Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders if Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

7.4 **Return of Unacceptable Items:** 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 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.

7.5 **Return Due to Agency Error**: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. ANTI-COLLUSION CLAUSE:

8.1 Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:

8.1.1. been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

8.1.2 been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;

8.1.3 been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;

8.1.4 exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;

8.1.5 otherwise taken any action in restraint of free competitive bidding.

8.2 Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:

8.2.1 made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;

8.2.2 directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;

8.2.3 otherwise taken any action to put in a sham bid.

9. VENDOR DEFAULT:

9.1 The following shall be considered a vendor default under this Contract.

9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

9.1.2 Failure to comply with other specifications and requirements contained herein.

9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

9.1.4 Failure to remedy deficient performance upon request.

9.2 The following remedies shall be available to Agency upon default.

9.2.1 Immediate cancellation of the Contract.

9.2.2 Immediate cancellation of one or more release orders issued under this Contract.

9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

10.1 **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.

10.2 **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.

10.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities or items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

10.4 **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: Brian Henderson, VP
Telephone Number: 740 676 7464
Fax Number: 740 676 4410
Email Address: OWV@OWVexcavating.com

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Ohio-West Virginia Excavating Co.

Authorized Signature: W. Roger Lyon Date: 10-18-18

State of Ohio

County of Belmont, to-wit:

Taken, subscribed, and sworn to before me this 18th day of Oct, 2018.

My Commission expires Sept 24, 2021.

AFFIX SEAL HERE

NOTARIAL SEAL
STATE OF OHIO

JUDITH D CHIMLEY
Notary Public
State of Ohio
My Commission Expires
September 24, 2021

NOTARY PUBLIC Judith D. Chimley

Client#: 1114996 OHIOWVIR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shelly Kuttie	
USI Insurance Services, LLC 2 22nd Street, Suite 200 Wheeling, WV 26003 304 232-0600	PHONE (A/C, No, Ext): 304-238-5548	FAX (A/C, No):
	E-MAIL ADDRESS: shelly.kuttie@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Cas. Co. of America	25674
INSURER B : Travelers Casualty Ins Co of America	19046
INSURER C : Charter Oak Fire Insurance Company	25615
INSURER D : XL Insurance Company	
INSURER E :	
INSURER F :	

INSURED
Ohio-West Virginia Excavating Co.
P. O. Box 128
Powhatan Point, OH 43942

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			DTCO5613B816TIL18	01/04/2018	01/04/2019	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY			DT8105613B816COF18	01/04/2018	01/04/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUP0K227025TIL1826	01/04/2018	01/04/2019	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $ $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB9J5411921826	01/04/2018	01/04/2019	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y	N/A		WV Broad Form			E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			OH Empl Liab.			E.L. DISEASE - EA EMPLOYEE	$1,000,000
				PA			E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Prof/Poll			PEC003657906	01/10/2018	01/10/2019	$2mil Prof/$5mil Poll	
C	Leased/Rented			QT6609K688590COF	01/04/2018	01/04/2019	$600,000/Ded $1,000/all	
	Boom/Overload			Theft Ded 2,500			else 2% / $2,500 Cranes	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Purchase Order: Drilling
RFS #6619C008

CERTIFICATE HOLDER

West Virginia Dept of Transp/Div
of Highways
Bldg 5, Room A737 - 1900 Kanawha
Blvd East
Charleston, WV 25305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James P. Crouse

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SRKFM

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Box 128
Point, OH 43942

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Bldg. 5, Room A-220
1900 Kanawha Blvd. E
Charleston, WV 25302

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