



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	EQUIPMENT LEASE/RENTAL WITH OPERATOR	0.00000	EA	\$4,400.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
72141702			

**Extended Description :** EQUIPMENT LEASE/RENTAL WITH OPERATOR PER THE ATTACHED EXHIBIT B

**Comments:** Price depends on unit

## Vendor Should Type Pricing Page Schedule

10/22/2019

**Attachment A**

### Equipment Rental/Lease WITH Operator

ARQM DOT2000000005-6620C015

Equipment Description	WITH OPERATOR Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ <i>WITH Operator</i>			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
<b>AERIAL BUCKET TRUCK</b> Highway Rated TRK. MTD Versalift SST-40-EIH or similar 45ft working ht. 1-1/2 man bucket min. Insulated articulating boom Boom Rotation @ level position. No CDL required							
<b>AERIAL BUCKET TRUCK</b> Highway Rated TRK. MTD 50' Reach Min. 43.5' Radius 360 degrees Boom Rotation @ level position							
<b>AERIAL BUCKET TRUCK</b> Highway Rated TRK. MTD 50' Reach Min. 43.5' Radius 360 degrees Boom Rotation @ level position							
<b>AERIAL PLATFORM TRUCK</b> Highway Rated TRK. MTD 40' Reach Min. 360 degrees Boom Rotation @ level position							
<b>AERIAL PLATFORM TRUCK</b> Highway Rated TRK. MTD 40' Reach Min. 360 degrees Boom Rotation @ level position							
<b>AERIAL PLATFORM TRUCK</b> Elliot Model L55-R or similar 55ft boom length min. Rear mounted turret							
<b>AERIAL PLATFORM TRUCK</b> Highway Rated TRK. MTD 55' Reach Min. 360 degrees Boom Rotation @ level position							
<b>AERIAL PLATFORM TRUCK</b> Elliott Model G50 or similar							
<b>AERIAL PLATFORM TRUCK</b>							

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	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
Elliott Model L55 or similar							
<b>AUGER</b> Track Mtd.							
<b>AUGER</b> Truck Mtd.							
<b>BACKHOE</b> Crawler Mech./Hyd. 0.75 Cyd. 24,000 lbs. - 28,000 lbs. Working Weight							
<b>BACKHOE</b> Crawler Mech./Hyd. 0.75 Cyd. 29,000 lbs. - 35,800 lbs. Working Weight							
<b>BACKHOE</b> Crawler Mech./Hyd. 1.00 Cyd. 36,000 lbs. - 40,000 lbs. Working Weight							
<b>BACKHOE</b> Crawler Mech./Hyd. 1.25 Cyd., 128 - 141 HP 42,700 lbs. - 45,900 lbs. Working Weight							
<b>BACKHOE (HY-RAM)</b> Crawler 2,000 ft./lbs. min. 24,400 lbs. - 35,800 lbs. Excavator Size							
<b>BACKHOE (HY-RAM)</b> Crawler 2,000 ft./lbs. min. 36,000 lbs. - 42,900 lbs. Excavator Size							
<b>BACKHOE (HY-RAM)</b> Crawler 2,000 ft./lbs. min. 43,000 lbs. - 60,000 lbs. Excavator Size							
<b>BACKHOE (HY-RAM)</b> Crawler 2,000 ft./lbs. min. 61,000 lbs. - 80,000 lbs. Excavator Size							
<b>BACKHOE</b> Crawler 1.25 Cyd. 128-141 HP							

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	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
42,700 lbs - 75,900 lbs.							
<b>BACKHOE</b> Crawler with a thumb							
<b>BACKHOE LOADER</b> Rubber Tired 55-85 DHP							
<b>BACKHOE LOADER (HY-RAM)</b> Mtd. Hyd. Breaker 55-85 DHP D							
<b>BACKHOE LOADER (HO-RAM)</b> Mtd. Air Breaker 1,000 ft./lbs. min.							
<b>BACKHOE LOADER TRACTOR - Compact</b> Rubber Tired 20-30 HP max. height - 83"							
<b>BRUSH CHIPPER - up to 49 hp</b> Cutting size - 12" in diameter.							
<b>BRUSH CHIPPER - from 50 hp to 85 hp</b> Cutting size - 12" in diameter.							
<b>BULLDOZER</b> Crawler GD 65 -75 DHP D							
<b>BULLDOZER</b> Crawler GD 80 -90 DHP D							
<b>BULLDOZER</b> Crawler GD 100 -120 DHP D							
<b>BULLDOZER</b> Crawler GD 130 -140 DHP D							
<b>BULLDOZER</b> Crawler TC 150 - 250 EHP D							
<b>BULLDOZER</b> Crawler/Ripper TCP 181 - 250 EHP D							
<b>BULLDOZER</b> Crawler/Winch TCP 181 - 250 EHP D							
<b>CHIP SPREADER SP</b>							

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### Equipment Rental/Lease WITH Operator

ARQM DOT2000000005-6620C015

Equipment Description	WITH OPERATOR Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ <i>WITH Operator</i>			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
<b>COLD MILLING - Stabilizer/Recycler</b> BOMAG MPH 364 R-2 or similar							
<b>CONCRETE PUMP</b> Trl. Mtd. w/hoses, w/o boom							
<b>CONCRETE PUMP</b> Trk. Mtd. w/hoses, w/o boom, up to 30 meters							
<b>CONCRETE PUMP</b> Trk. Mtd. w/hoses, w/o boom, over 30 meters							
<b>CRANE 10 T Hyd.</b> Trk. Mtd. min. 18' Bed							
<b>CRANE 12 - 1/2 T Hyd.</b> Trk. Mtd. min. 18' Bed							
<b>CRANE 14 T Hyd.</b> Trk. Mtd. min. 18' Bed							
<b>CRANE 15 - 25 T</b> Hyd. Rough Terrain							
<b>CRANE 20 - 25 T</b> Cable D Crawler							
<b>CRANE 25 - 30 T</b> Cable, Trk. Mtd. G							
<b>CRANE 30 T Hyd.</b> Trk. Mtd. D							
<b>CRANE 35 T Hyd.</b> Trk. Mtd. D							
<b>CRANE 40 T Hyd.</b> Trk. Mtd. D							
<b>CRANE 50 T Hyd.</b> Trk. Mtd. D							
<b>CRANE 60 T Hyd.</b> Trk. Mtd. D							
<b>CRANE 75 T Hyd.</b>							

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Equipment Description	WITH OPERATOR Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ <i>WITH Operator</i>			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
Trk. Mtd. D							
<b>CRANE 90 T Hyd.</b> Trk. Mtd. D							
<b>CRANE 100 T Hyd.</b> Trk. Mtd. D							
<b>CRANE 110 T Hyd.</b> Trk. Mtd. D							
<b>CRANE 120 T Hyd.</b> Trk. Mtd. D							
<b>CRANE 150 T Hyd.</b> Trk. Mtd. D							
<b>CRANE 165 T Hyd.</b> Trk. Mtd. D							
<b>CRANE 15 - 20 T</b> Trk. Mtd. Boom							
<b>CRANE 21 - 25 T</b> Trk. Mtd. Boom							
<b>CRANE 30 T</b> <i>Teleboom SP</i>							
<b>CRANE 35 T</b> <i>Teleboom SP</i>							
<b>CRANE 50 T</b> <i>Teleboom SP</i>							
<b>CULVERT CLEANER</b> Trk. Mtd. min. 1,500 gal. tank , 1,400 PSI min.							
<b>CULVERT CLEANER</b> Trk. Mtd. 65 - 80 GPM 2,000 PSI min.							
<b>CULVERT CLEANER</b> Jetter and Vacuum Truck							
<b>EQUIPMENT TRAILER</b> 10,000 lbs or less, tilt style deck							

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### Equipment Rental/Lease WITH Operator

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Equipment Description	WITH OPERATOR Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ <i>WITH Operator</i>			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
16ft - 18 ft length to attach to a pintle hitch							
<b>EQUIPMENT TRAILER</b> 12,000 lbs - 14,000 lbs, tilt style deck 16ft - 18 ft length to attach to a pintle hitch							
<b>EQUIPMENT TRAILER</b> 14,000 GVWR 16' + 2' dovetail, with 24" wide x 60" wide long stand-up ramps with support leg and stand-up bar, spring assisted							
<b>EXCAVATOR - TELEBOOM</b> Track Mtd. SP 0.5 Cyd. D							
<b>EXCAVATOR - TELEBOOM</b> Truck Mtd. SP 0.5 Cyd. D							
<b>EXCAVATOR</b> w/McMillen extreme duty earth auger or similar							
<b>EXCAVATOR</b> Mini-Hyd. Track Mtd. 2,600 lbs. max.							
<b>EXCAVATOR</b> Mini-Hyd. Track Mtd. 6,500 lbs. max.							
<b>EXCAVATOR - 1/8 Cyd. 30 HP</b> D Track Width 5' out-to-out							
<b>EXCAVATOR - 1/5 Cyd. 44 HP</b> 11,000 lbs. Track Width 6' out-to-out							
<b>EXCAVATOR - 1/4 Cyd. 55 HP</b> D 14,000 lbs. Bucket, Track Width 6' out-to-out							
<b>EXCAVATOR ATTACHMENT</b> Plate compactor for 15,000-20,000 lb excavator							
<b>EXCAVATOR ATTACHMENT</b> Hydraulic hammer for 15,000-20,000 lb excavator							
<b>FLATBED TRUCK</b> 1 Ton minimum with 22 ft. bed length minimum							
<b>FORKLIFT TRUCK</b>							

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	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
Rough Terrain, 5 - 10 K lb. lift cap.							
<b>HAMMER (DELMAG) PILE-D.</b> D8-22							
<b>LOWBOY</b> with two drops in deck height - min 35 T							
<b>MANLIFT SP</b> 40 ft.							
<b>MANLIFT SP</b> 60 ft.							
<b>MANLIFT SP</b> 80 ft.							
<b>MANLIFT SP</b> 125 ft. minimum to 135 ft. maximum							
<b>MOTOR GRADER</b> 35,000-45,000 lbs. class							
<b>PATCH TRAILER</b> DuraPatcher or similar							
<b>PATCH TRUCK</b> DuraMAXX or similar							
<b>PAVER - HOT MIX ASPHALT</b> Rubber-tired Paver							
<b>PAVER - HOT MIX ASPHALT</b> Track Paver							
<b>RADIO REMOTE CONTROLLED TRACK LOADER</b> Min. 20HP - 44" max. overall height							
<b>ROCK WAGON</b> 20 -30 T							
<b>ROLLER</b> 5 Ton with 2 steel drums							
<b>ROLLER</b> 10-15 Tons with 2 steel drums							

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	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
<b>ROLLER</b> 5 - 6 T PNEUTR TOW/Trk. Mtd.							
<b>ROLLER</b> 10 T PNEUTR							
<b>ROLLER</b> 7-15 T PNEUTR, Articulated							
<b>ROLLER SP</b> PNEUTR - 10K GVW G							
<b>ROLLER SP</b> PNEUTR - 20K GVW G							
<b>ROLLER - TRENCH VIB</b> Dual Drum Approx. 10 HP, Approx. 2.5ft W x 8.3 ft L							
<b>ROLLER - VIB</b> SP 1 Drum 2XL 10 - 15 K GVW D							
<b>ROLLER - VIB</b> SP 1 Drum 2XL 10 - 20 K GVW D							
<b>SHADOW TRUCK w/Attenuator</b> min. 30,000 GVW							
<b>SHOULDER MAINTAINER SP</b> w/G (min. 67 HP) or w/D (min. 46 HP) asphalt or stone width, 1' to 6' and 6" to 12" depth							
<b>CAT RM500B Reclaimer Stabilizer or similar</b> 546 HP Cutting/Mixing Width : 96" Max cutting Mixing Depth: 20"							
<b>STABILIZER (BO-MAG) SP</b> 250 HP min.							
<b>STRAW / MULCH BLOWER</b> Trk. Mtd.							
<b>STREET SWEEPER SP</b> 3.0 Cyd. (min.)							

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	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
<b>STREET SWEEPER SP</b> 8.0 Cyd. (min.)							
<b>STREET SWEEPER</b> Trlr. Type							
<b>STREET SWEEPER - HYDROSTATIC</b> Elgin Pelican III or similar							
<b>STREET SWEEPER - Towable</b> Self-Propelled							
<b>STREET SWEEPER - Truck-Mounted</b> 4.0 C.Y. Min. hopper cap., water-spray system for dust control Side/curb brooms & rear/center broom, 11,000 lbs - 33,000 lbs							
<b>TRACTOR</b> John Deere 6200 or similar							
Boom Mower Attachment to be used with the above Tractor							
Flail Mower Attachment to be used with the above Tractor							
Disc mower to be used with the above Tractor							
Sicklebar Mower Attachment to be used with the above Tractor							
<b>TRAILER</b> 6 tons with ramps, minimum 18' length, 8.5' width							
<b>TRAILER - LowBoy</b> 35 - 50 ton - pony motor, self contained hydraulics							
<b>TRENCH PAVER</b> Base Widening Machine							
<b>Truck (Box Delivery)</b> 24ft length box min. No CDL required							
<b>Truck (Dump)</b> 1-Axle							
<b>Truck (Dump)</b> 2-Axles							

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	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
<b>Truck (Dump)</b>							
3-Axles							
<b>TRUCK - Heavy Industrial</b> 2 Axle Steel Bed							
<b>TRUCK - Heavy Industrial</b> 3 Axle Steel Bed							
<b>TRUCK - Heavy Industrial</b> 4 Axle Steel Bed							
<b>TRUCK - Heavy Industrial</b> 5 Axle Steel Bed							
<b>TRUCK - Heavy Industrial</b> 2 Axle Aluminum "V" Bed							
<b>TRUCK - Heavy Industrial</b> 3 Axle Aluminum "V" Bed							
<b>TRUCK - Heavy Industrial</b> 4 Axle Aluminum "V" Bed							
<b>TRUCK - Heavy Industrial</b> 5 Axle Aluminum "V" Bed							
<b>TRUCK - Water</b> Tanker - min 1500 gallons							
<b>UNDERBRIDGE INSPECTION UNIT</b> Small Bucket Type 30 ft. min. to 32 ft. max. horizontal reach (including operator AND driver)							
<b>UNDERBRIDGE INSPECTION UNIT</b> Small Bucket Type 33 ft. min. to 40 ft. max. horizontal reach (including operator AND driver)							
<b>UNDERBRIDGE INSPECTION UNIT</b> Medium Bucket Type							

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10/22/2019

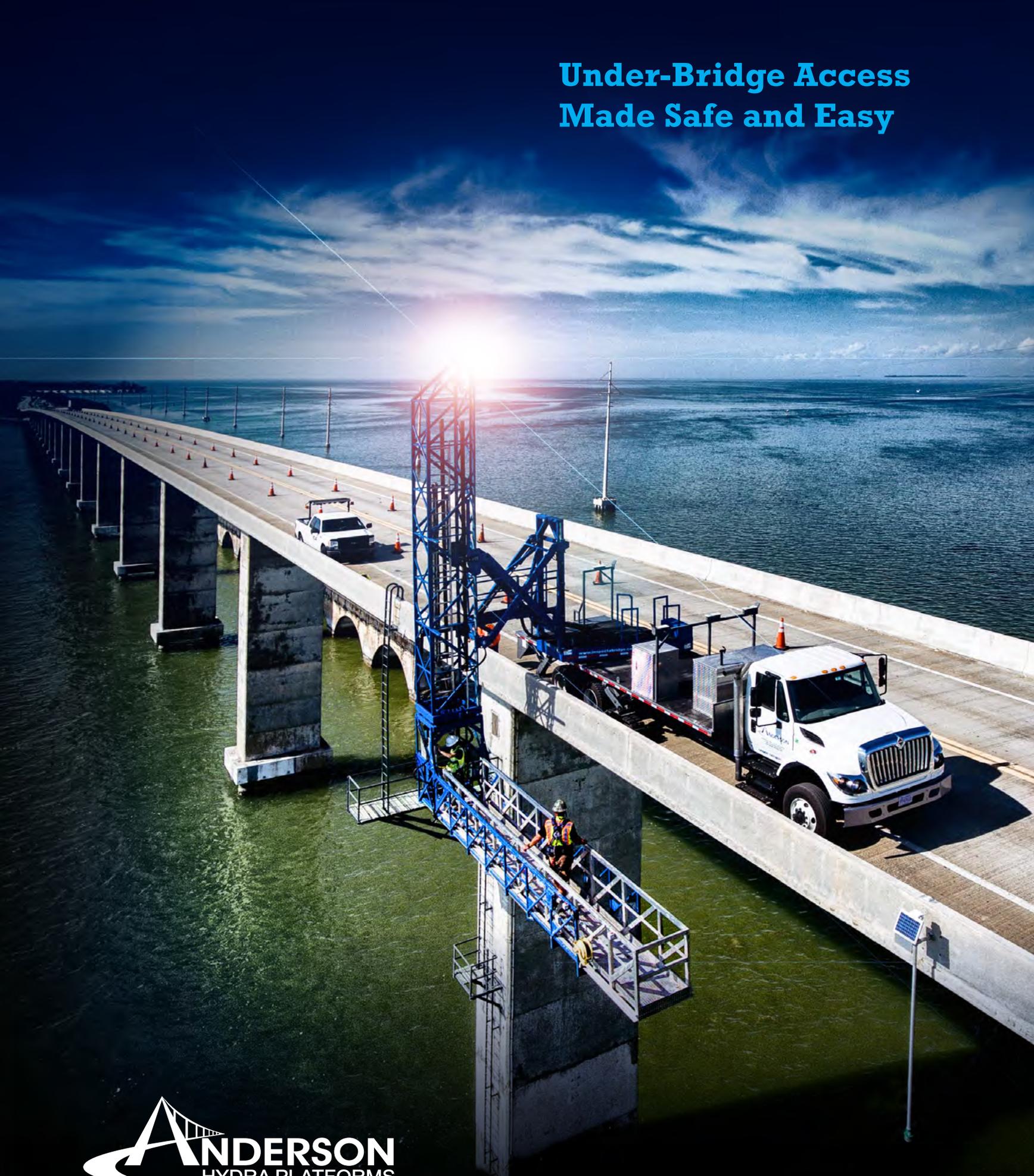
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ARQM DOT2000000005-6620C015

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	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
41 ft. min. to 52 ft. max. horizontal reach (including operator AND driver)							
<b>UNDERBRIDGE INSPECTION UNIT</b> Medium Bucket Type 53 ft. min. to 62 ft. max. horizontal reach (including operator AND driver)	Aspen Aerials	UB60/A-62	4,160	15,800	59,200	3.5	3.5
<b>UNDERBRIDGE INSPECTION UNIT</b> Large Bucket Type 63 ft. min. to 75 ft. max. horizontal reach (including operator AND driver)	Aspen Aerials	A-75	5,660	21,300	68,200	3.5	3.5
<b>UNDERBRIDGE PLATFORM</b> Trailer Mtd., Hyd. SP Min. 20 ft. horizontal reach							
<b>UNDERBRIDGE PLATFORM</b> Trailer Mtd., Hyd. SP Min. 30 ft. horizontal reach	Anderson	HP35	2,200	8,600	28,100	3.5	3.5
<b>UNDERBRIDGE PLATFORM</b> ***Truck Mtd., Hyd. SP Min. 40 ft. horizontal reach	Anderson	HPT43	2,900	10,900	36,200	3.5	3.5
<b>UNDERBRIDGE PLATFORM</b> Trailer Mtd., Hyd. SP Min. 50 ft. horizontal reach							
<b>UNDERBRIDGE PLATFORM</b> ***Truck Mtd., Hyd. SP Min. 60 ft. horizontal reach	Anderson	HPT66	3,700	13,800	43,100	3.5	3.5
<b>UNDERBRIDGE PLATFORM</b> Truck Mtd., Hyd. Min. 23 ft. horizontal reach (driver to be included)	Barin	ABC23L	2,300	9,200	29,300	3.5	3.5
<b>VACUUM/SPRAY UNIT</b> Trk. Mtd. min. 1,000 gal. tank min. 60 gpm 4 ft. teleboom w/swivel/rotating hose reel							
<b>VACUUM/STREET SWEEPER</b> Self-Propelled, 4 Cyd., Gas, 5 ft wide path							
<b>VACUUM TRUCK/JETT-RODDER</b>							

# Under-Bridge Access Made Safe and Easy



# inspectabridge™

[inspectabridge.com](http://inspectabridge.com)

# inspectabridge™

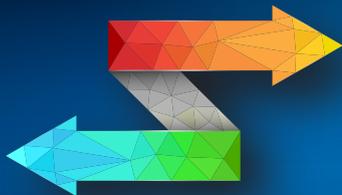
## SAFE SOUND SIMPLE

Anderson Hydra Platforms is a privately owned manufacturer of under bridge access platforms. Based in York, South Carolina (just outside of Charlotte, NC), we employ a highly-skilled and dedicated team of professionals led by Pat and Cyndi Dandridge, our CEO and our President.

Pat guarantees that every Hydra Platform owner receives a quality-built piece of equipment by inspecting the fabrication and assembly of each unit at various stages of production. Nothing leaves our plant without Pat's personal approval.



**SOLID CONSTRUCTION**  
Quality built & manufactured the USA



**DUAL SIDE DEPLOY**  
Equipped for right or left side deployment



**MANEUVER WHILE DEPLOYED**  
Self-propelled hydraulic drive



**TOWER SEPERATION SYSTEM**  
Adjustable and easy access to the platform while deployed



**EASE OF USE**  
Simple and easy to operate with just 2 people



# inspectabridge™

# HP35



## OUR MOST POPULAR MODEL

The HP35 has an extended platform length of 35ft. and provides 1400sq.ft. of under-bridge area from a fixed point on the bridge deck.

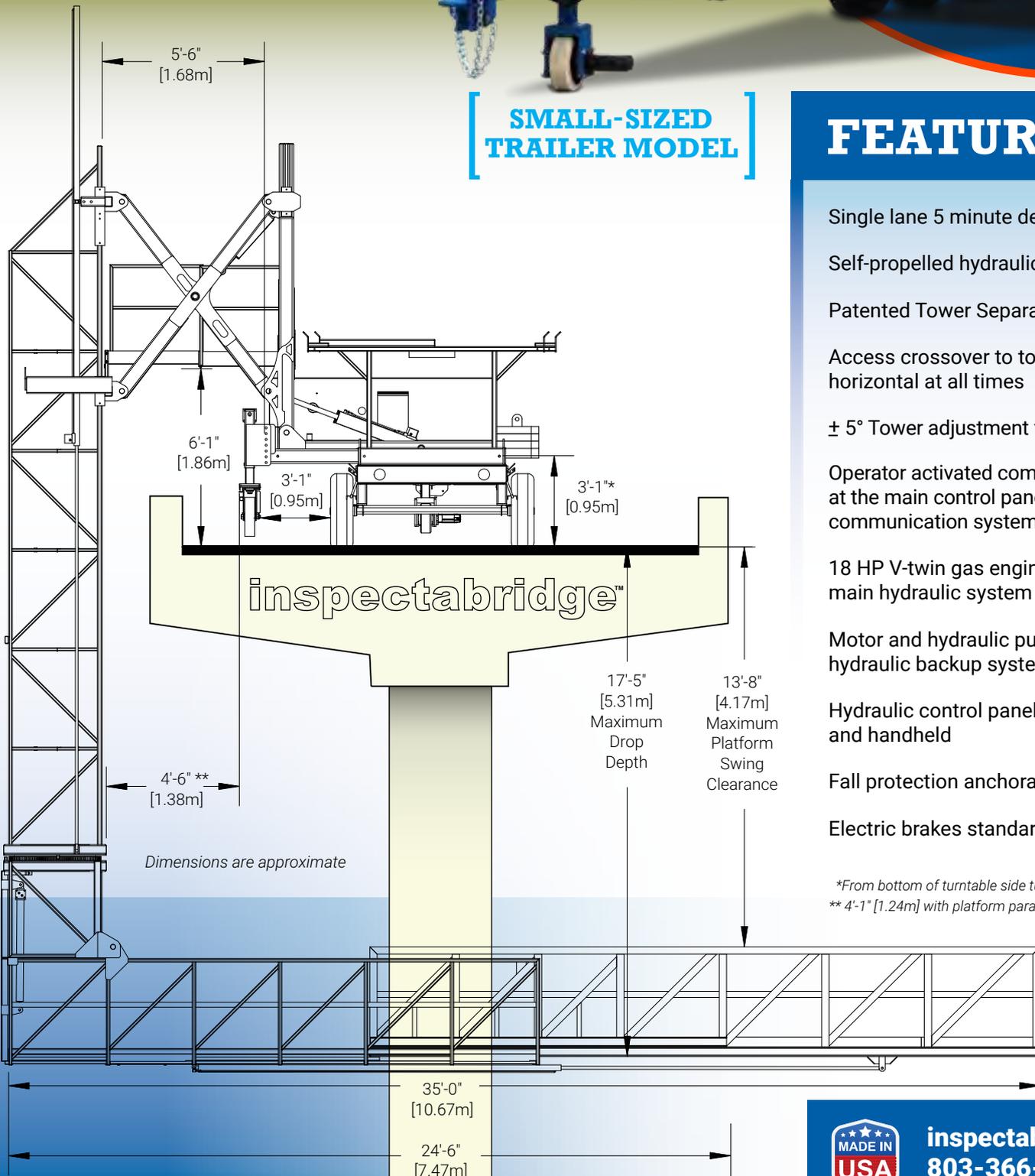


**SMALL-SIZED TRAILER MODEL**

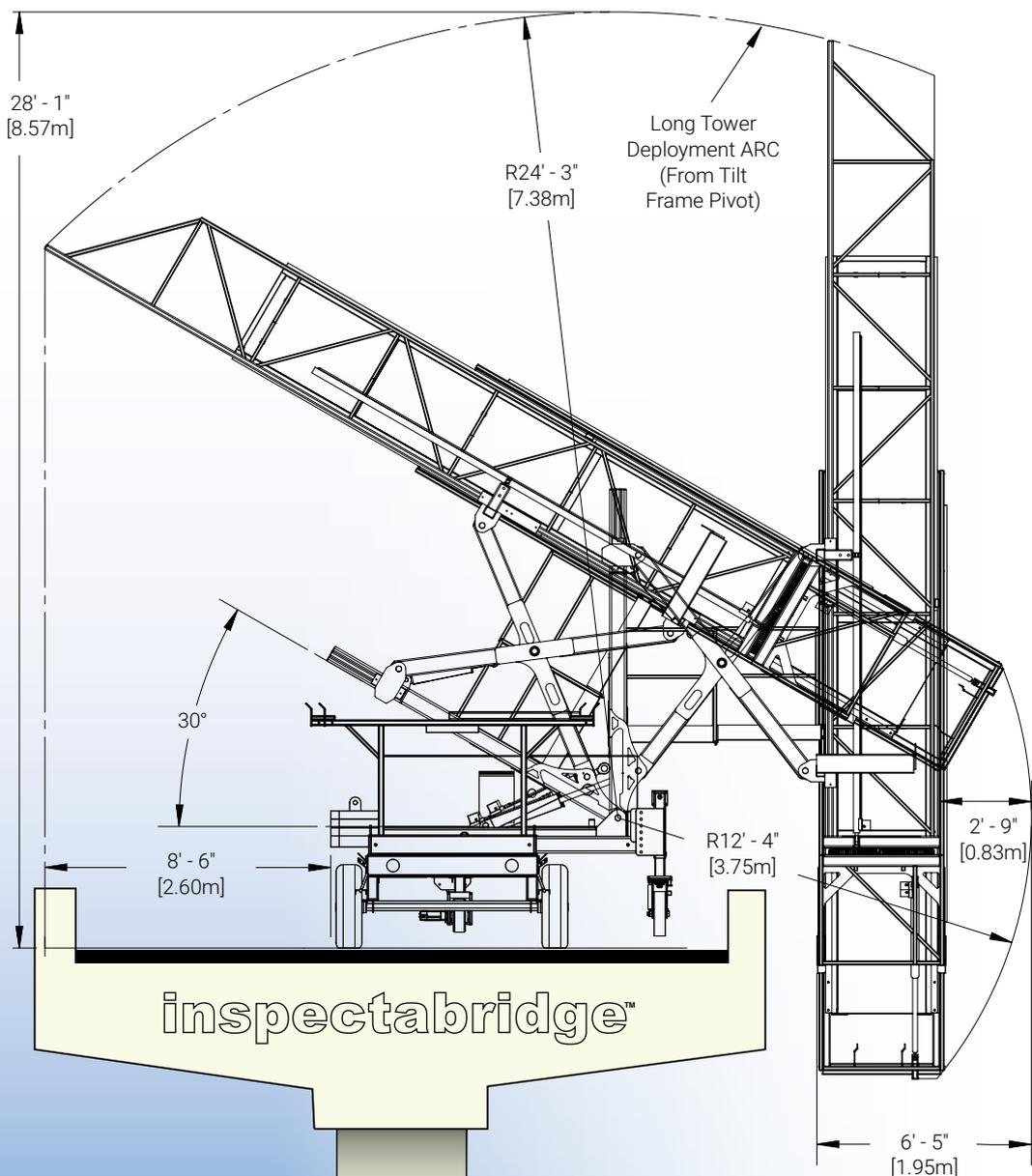
## FEATURES

- Single lane 5 minute deployment
- Self-propelled hydraulic drive
- Patented Tower Separation System
- Access crossover to tower remains horizontal at all times
- ± 5° Tower adjustment for super elevation
- Operator activated communication system at the main control panel; voice activated communication system at the platform
- 18 HP V-twin gas engine with auto idle as main hydraulic system
- Motor and hydraulic pump as auxiliary hydraulic backup system
- Hydraulic control panels: deck, platform and handheld
- Fall protection anchorage points
- Electric brakes standard

\*From bottom of turntable side tube  
\*\* 4'-1" [1.24m] with platform parallel to bridge



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803-366-8195



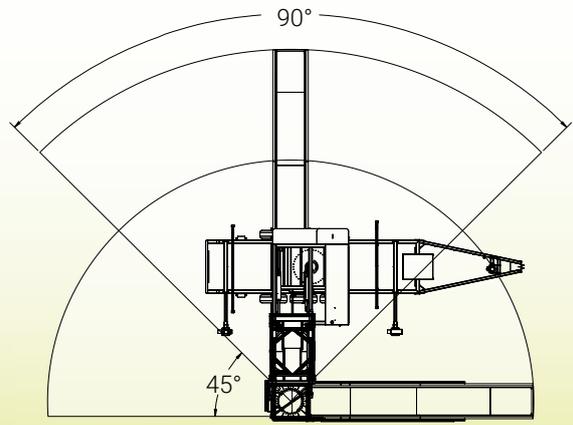
Dimensions are approximate

**SPECS**

	US	METRIC
Platform Length	35ft	10.67m
Platform Width - I.D. Alum.	2ft - 7in	.79m
Platform Width - I.D. Steel	3ft - 1in	.94m
Crossover Height Clearance	6ft - 1in	1.86m
Maximum Lowering Depth	17ft - 5in	5.31m
Tower Separation Width	5ft - 6in	1.68m
Total Weight (Approximate)	18,600lbs	8,436kg
Platform Weight Capacity	1,000lbs	454kg
Platform Rotation	180°	
Maximum Grade	5% (3°)	
Maximum Super Elevation	8% (4.5°)	
Standards Compliance	ANSI A92.8	

TRAVEL POSITION SPECIFICATIONS		
Unit Length	31ft - 6in	9.61m
Unit Width	8ft - 4in	2.54m
Unit Height	11ft - 0in	3.36m

**180° Platform Rotation**



**Our Patented Tower Separation System**

Enables operators to erect and extend the tower & platform over sidewalks and other barriers without restricting under-bridge operations.



# inspectabridge™

# HPT38



The HPT38 has an extended platform length of 38ft. and provides 1,600 sq. ft. of under-bridge area from fixed point on the bridge deck.

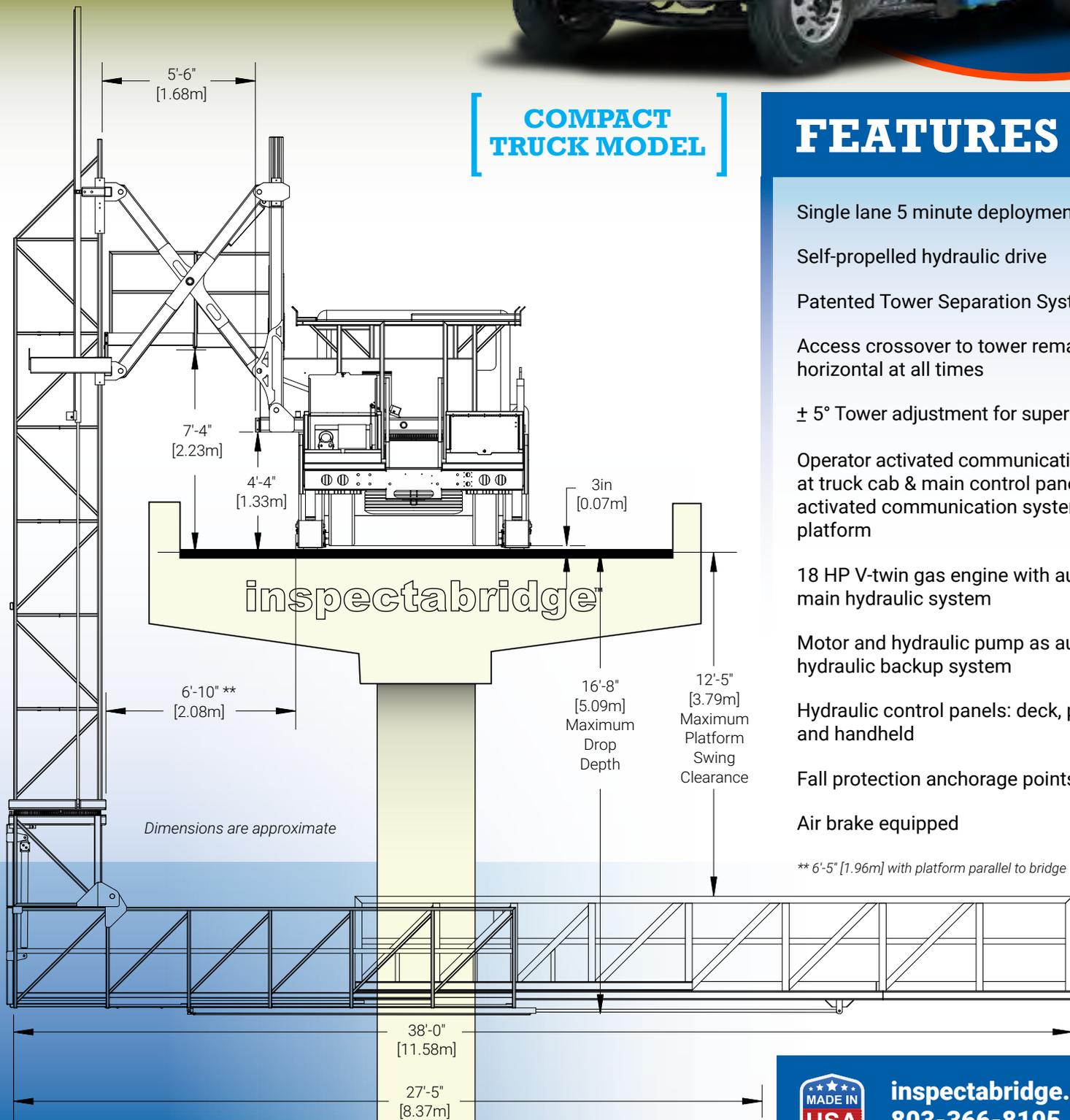


**COMPACT TRUCK MODEL**

## FEATURES

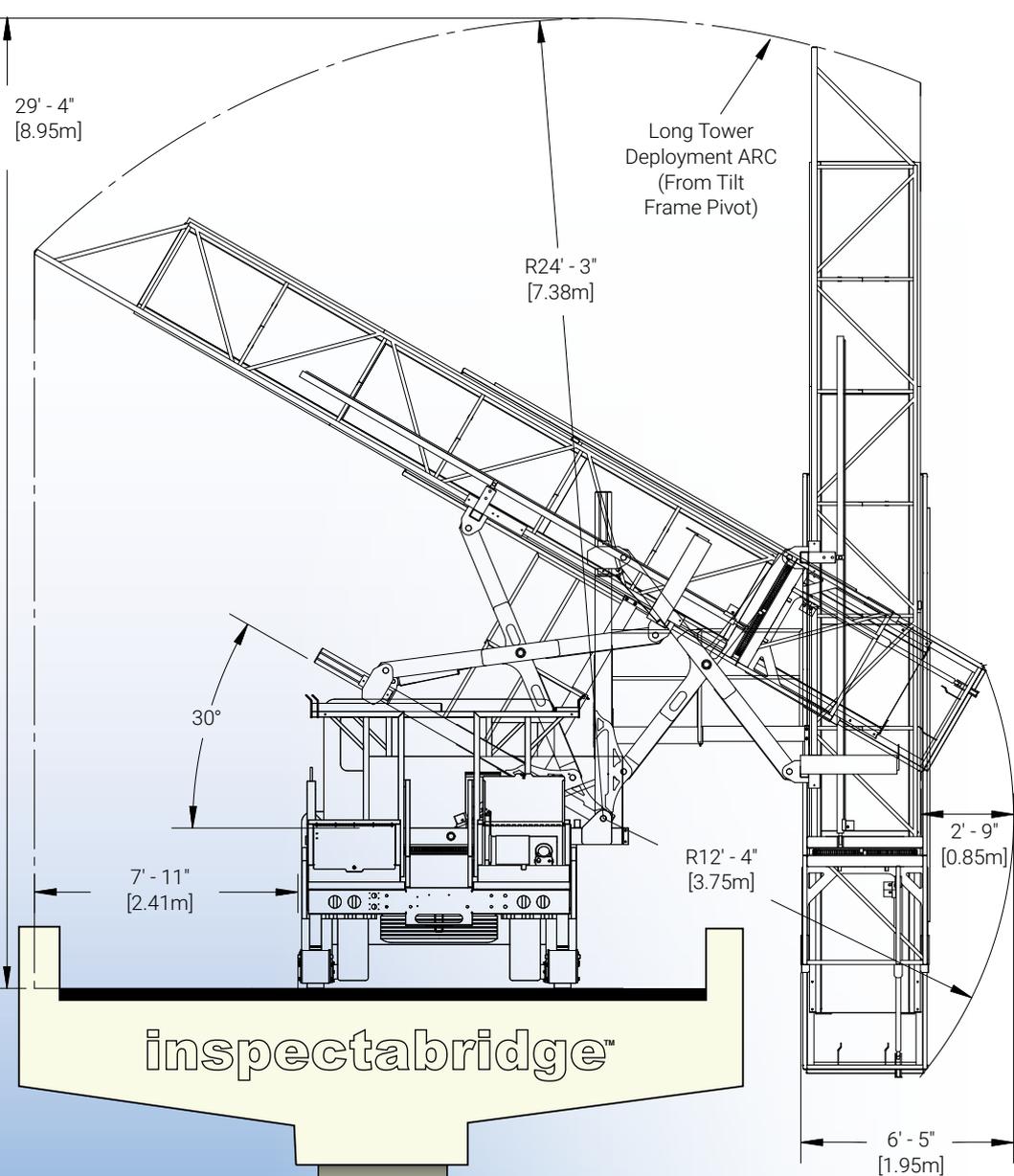
- Single lane 5 minute deployment
- Self-propelled hydraulic drive
- Patented Tower Separation System
- Access crossover to tower remains horizontal at all times
- ± 5° Tower adjustment for super elevation
- Operator activated communication system at truck cab & main control panel; voice activated communication system at the platform
- 18 HP V-twin gas engine with auto idle as main hydraulic system
- Motor and hydraulic pump as auxiliary hydraulic backup system
- Hydraulic control panels: deck, platform and handheld
- Fall protection anchorage points
- Air brake equipped

\*\* 6'-5" [1.96m] with platform parallel to bridge



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**HPT 38**



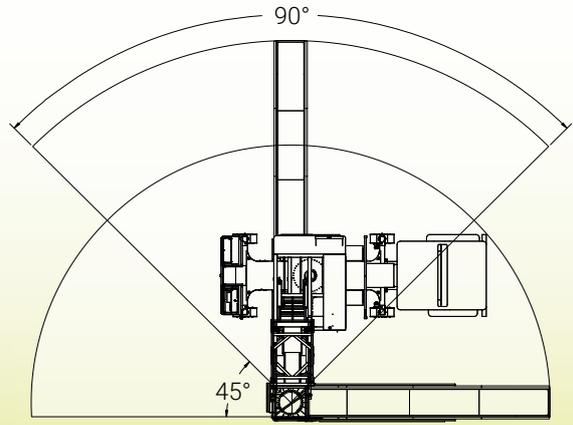
Dimensions are approximate

**SPECS**

	US	METRIC
Platform Length	38ft	11.58m
Platform Width - I.D. Alum.	2ft - 7in	.79m
Platform Width - I.D. Steel	3ft - 1in	.94m
Crossover Height Clearance	7ft - 4in	2.23m
Maximum Lowering Depth	16ft - 8in	5.09m
Tower Separation Width	5ft - 6in	1.68m
Total Weight (Approximate)	30,000lbs	13,607kg
Platform Weight Capacity	1,000lbs	454kg
Platform Rotation	180°	
Maximum Grade	5% (3°)	
Maximum Super Elevation	8% (4.5°)	
Standards Compliance	ANSI A92.8	

TRAVEL POSITION SPECIFICATIONS		
Unit Length	31ft - 2in	9.50m
Unit Width	8ft - 6in	2.59m
Unit Height	12ft - 7in	3.84m

**180° Platform Rotation**



**Our Patented Tower Separation System**

Enables operators to erect and extend the tower & platform over sidewalks and other barriers without restricting under-bridge operations.



[inspectabridge.com](http://inspectabridge.com)  
**803-366-8195**

# inspectabridge™

# HPT43

The HPT43 has an extended platform length of 43ft. and provides 2,000sq.ft. of under-bridge area from fixed point on the bridge deck.

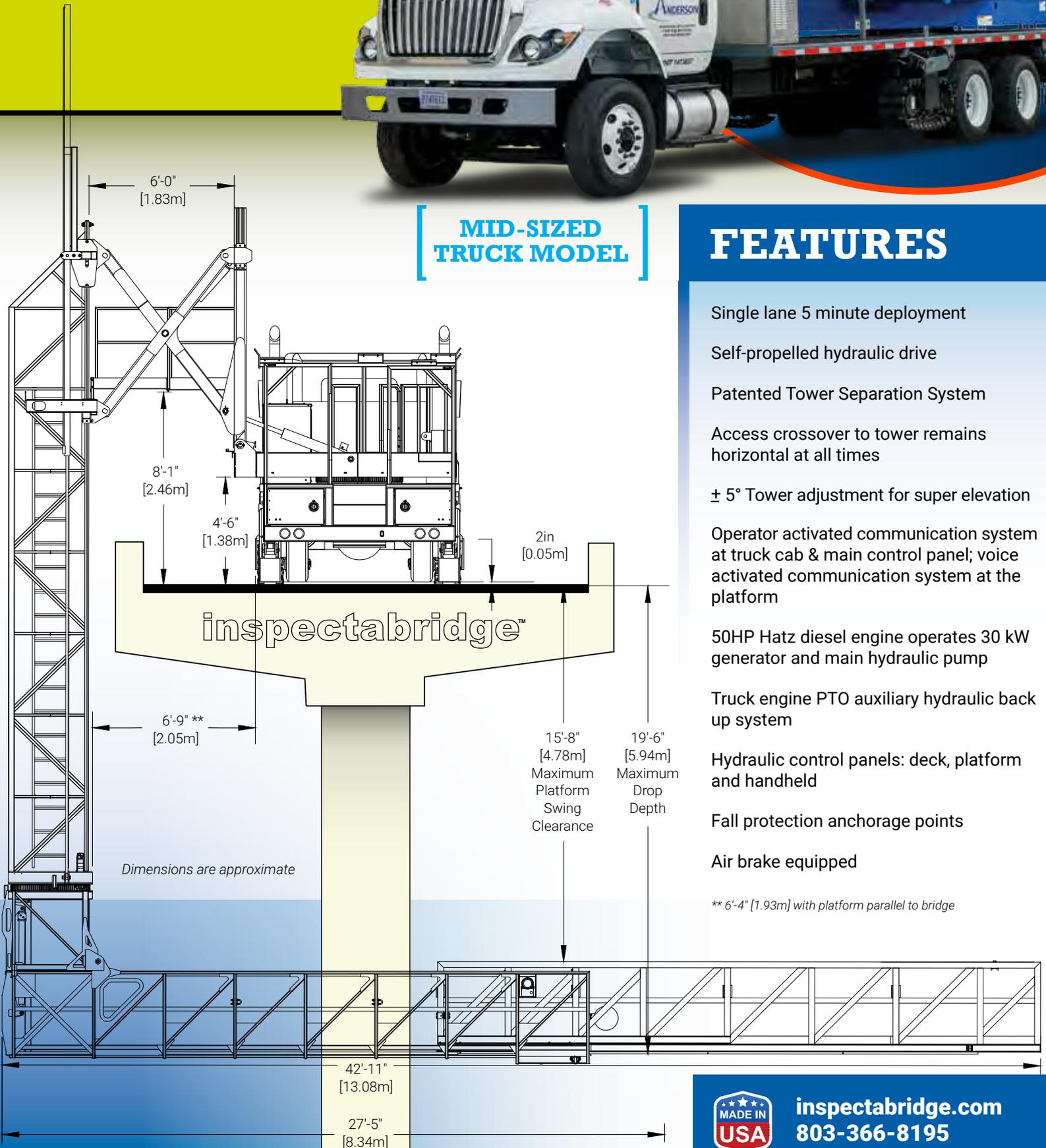


**MID-SIZED  
TRUCK MODEL**

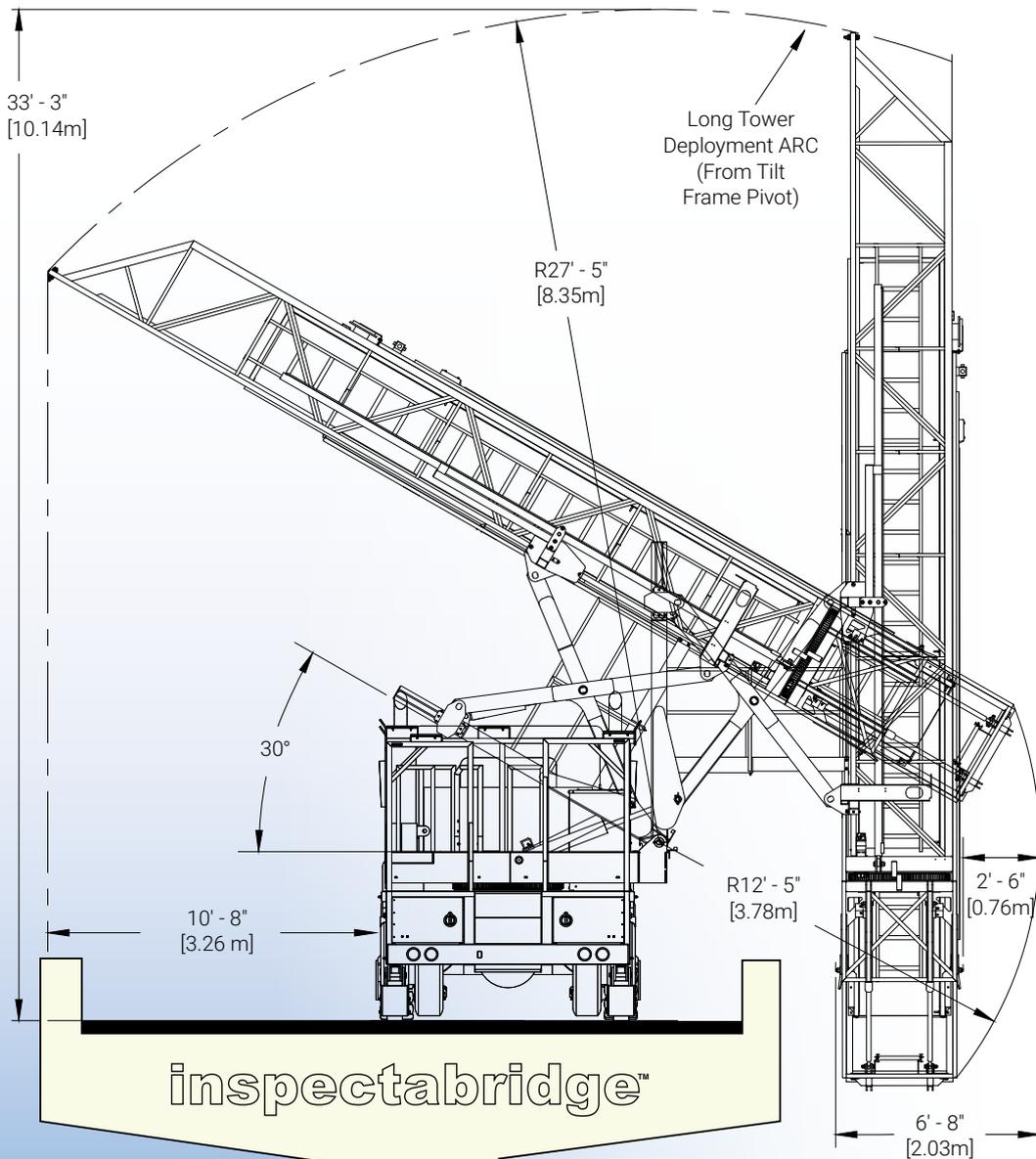
## FEATURES

- Single lane 5 minute deployment
- Self-propelled hydraulic drive
- Patented Tower Separation System
- Access crossover to tower remains horizontal at all times
- ± 5° Tower adjustment for super elevation
- Operator activated communication system at truck cab & main control panel; voice activated communication system at the platform
- 50HP Hatz diesel engine operates 30 kW generator and main hydraulic pump
- Truck engine PTO auxiliary hydraulic back up system
- Hydraulic control panels: deck, platform and handheld
- Fall protection anchorage points
- Air brake equipped

\*\* 6'-4" [1.93m] with platform parallel to bridge



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Dimensions are approximate

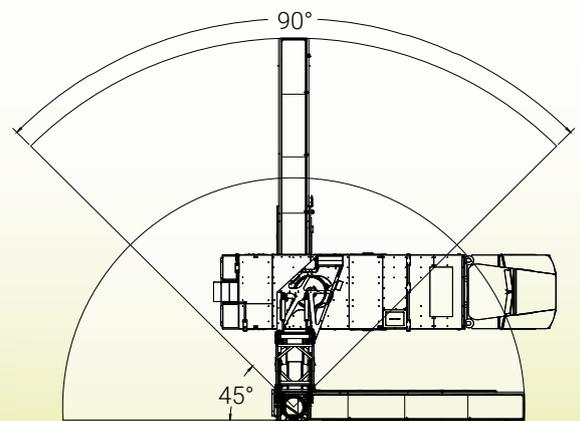
**Our Patented  
Tower Separation System**

Enables operators to erect and extend the tower & platform over sidewalks and other barriers without restricting under-bridge operations.

**SPECS**

	US	METRIC
Platform Length	42ft - 1in	13.08m
Platform Width - I.D. Alum.	2ft - 7in	.79m
Platform Width - I.D. Steel	3ft - 1in	.94m
Crossover Height Clearance	8ft - 1in	2.46m
Maximum Lowering Depth	19ft - 6in	5.94m
Tower Separation Width	6ft - 0in	1.83m
Total Weight (Approximate)	45,000lbs	20,412kg
Platform Weight Capacity	1,400lbs	635kg
Platform Rotation	180°	
Maximum Grade	5% (3°)	
Maximum Super Elevation	8% (4.5°)	
Standards Compliance	ANSI A92.8	
TRAVEL POSITION SPECIFICATIONS		
Unit Length	38ft - 11in	11.85m
Unit Width	8ft - 6in	2.59m
Unit Height	13ft - 4in	4.06m

**180° Platform Rotation**

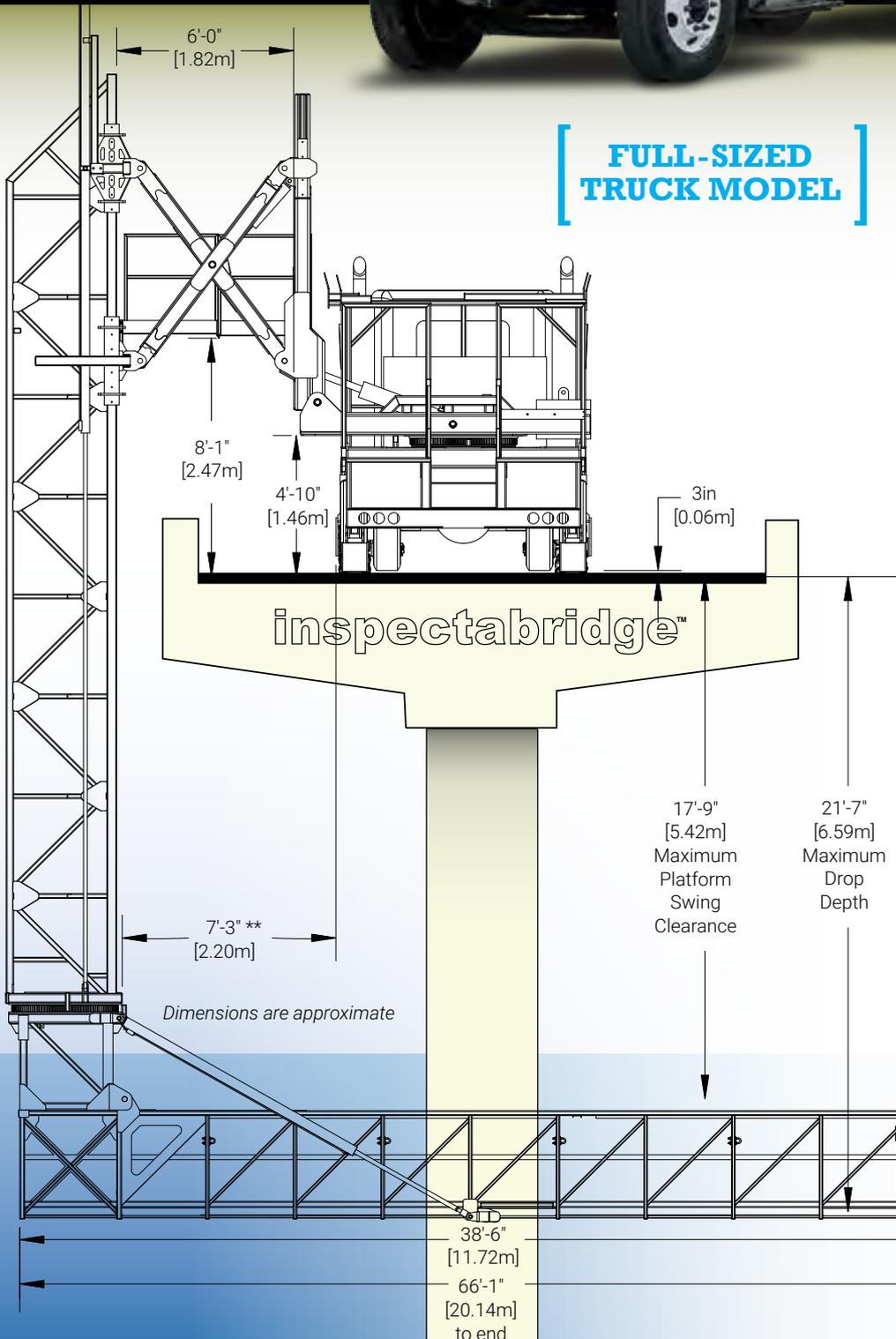


# inspectabridge™

# HPT66



The HPT66 has an extended platform length of 66ft. and provides 4,600sq.ft. of under-bridge area from fixed point on the bridge deck.



**FULL-SIZED TRUCK MODEL**

## FEATURES

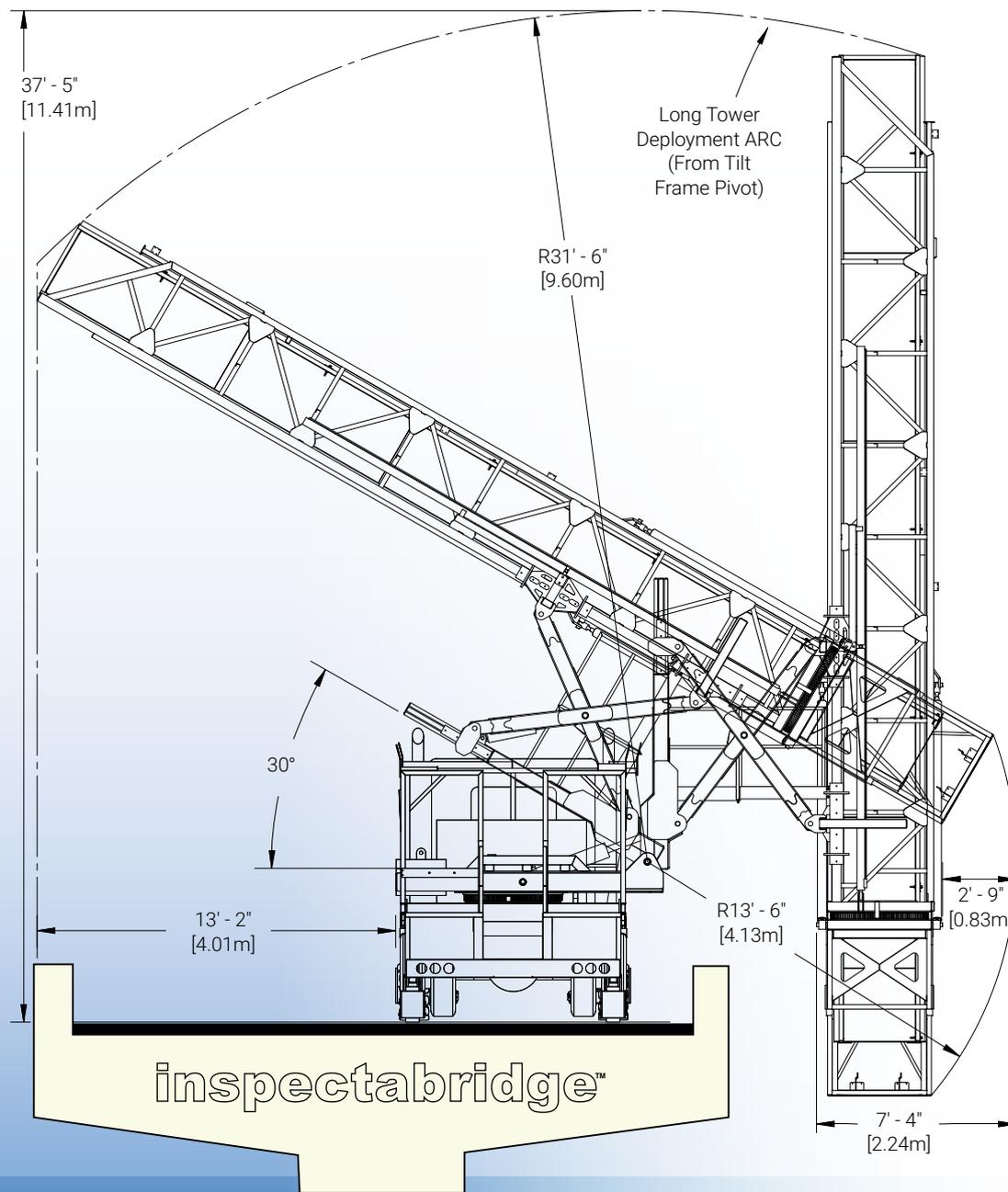
- Single lane 5 minute deployment
- Self-propelled hydraulic drive
- Patented Tower Separation System
- Access crossover to tower remains horizontal at all times
- ± 5° Tower adjustment for super elevation
- Operator activated communication system at truck cab & main control panel; voice activated communication system at the platform
- 50HP Hatz diesel engine operates 30 kW generator and main hydraulic pump
- Truck engine PTO auxiliary hydraulic back up system
- Hydraulic control panels: deck, platform and handheld
- Fall protection anchorage points
- Air brake equipped

\*\* 6'-10" [2.10m] with platform parallel to bridge



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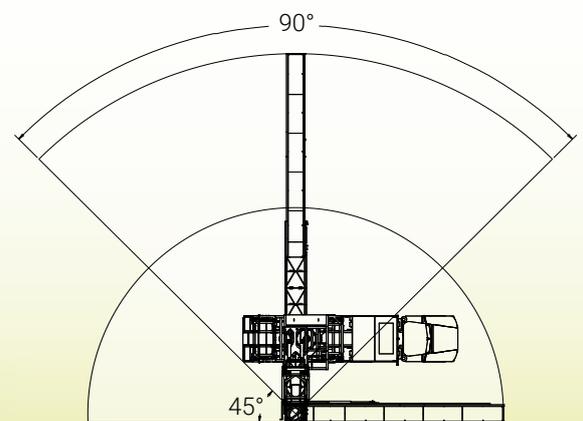
inspectabridge™  
**HPT 66**



**SPECS**

	US	METRIC
Platform Length	66ft - 1in	20.14m
Platform Width - I.D. Alum.	2ft - 7in	.79m
Platform Width - I.D. Steel	3ft - 1in	.94m
Crossover Height Clearance	8ft - 1in	2.47m
Maximum Lowering Depth	21ft - 7in	6.59m
Tower Separation Width	6ft - 0in	1.82m
Total Weight (Approximate)	65,000lbs	29,484kg
Platform Weight Capacity	1,400lbs	635kg
Platform Rotation	180°	
Maximum Grade	5% (3°)	
Maximum Super Elevation	8% (4.5°)	
Standards Compliance	ANSI A92.8	
TRAVEL POSITION SPECIFICATIONS		
Unit Length	38ft - 6in	11.73m
Unit Width	8ft - 6in	2.59m
Unit Height	13ft - 6in	4.12m

**180° Platform Rotation**



Dimensions are approximate

**Our Patented Tower Separation System**

Enables operators to erect and extend the tower & platform over sidewalks and other barriers without restricting under-bridge operations.



[inspectabridge.com](http://inspectabridge.com)  
803-366-8195



# inspectabridge™



HP35

HPT38

HPT43

HPT66

## OPTIONS

### BIODEGRADABLE HYDRAULIC FLUID

All models are available with Warren ATF or Chevron biodegradable hydraulic fluid.

### GENERATOR

The HP35 & HPT38 can be equipped with a North Star 8000 generator with electrical connections to the platform.

### AIR & WATER

All models can be equipped with air and water connections at the platform.

### ELECTRIC

The HP35 and HPT38 can be equipped with 110/220V electrical connections at the platform.

### AUTO OUTRIGGERS

The HP35 has optional automatic outriggers to upgrade from the standard manually-deployed outriggers.

## ELEVATED SCAFFOLD

An additional component that is compatible with all models that can be easily attached to the steel or aluminum platform rails to provide an elevated work platform for a single occupant.



# ASPEN A-75 II

Bridge Inspection Unit

## Extended Reach - Access Your Widest Bridges

**Underdeck Access.....**The flexibility of the Aspen A-75 enables operators to get to virtually any location on wider bridges. The articulated boom design permits access around bridge members and light supports, over fences, across wide sidewalks, between cables/trusses and behind deep girders.

**Platform Designed For In-depth Inspections.....**A 700 lb. capacity, 40" x 60" **rotating** platform is provided. This, coupled with two rotating turntables plus multiple articulating and telescoping booms allow workers to get to all areas for a close up inspection. The unit can deploy off of either side of the truck, to safely work in the direction of traffic. The Aspen A-75 is truly in a league of its own.

**Stabilization.....**Outriggers are not required and all counterweights stay within the width of the truck body. The redesigned sliding counterweight is installed under the truck bed and operates to either side while the Aspen A-75 is deployed to the opposite side. In the transport mode, the counterweight stays in the center of the truck for improved road handling. A torsion-box subframe and hydraulic axle locks unitize the chassis and truck axles, allowing the vehicle to travel while the unit is fully deployed.



### High Fence Clearance      700 lb. Platform      Control Monitoring

*Adjustable Turntable*



Turntable no. 2 comes equipped with an automatic leveling system, providing smooth platform movement. In addition, the operator can make manual adjustments of +/- 5 degrees to compensate for the slope of the bridge. With the elimination of the leveling arms, the Aspen A-75 has more vertical clearance to get over high fences.

*Telescoping & Rotating*



- 180 degree rotating platform
- Telescoping 4th boom
- 16' vertical reach

*Advanced Control System*

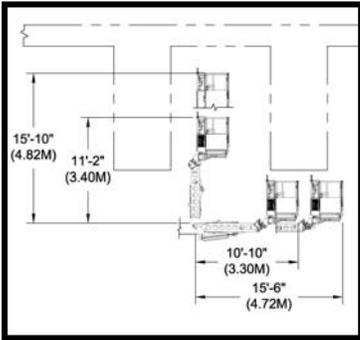


As the most advanced microprocessor control system available, the "Plus 1" Graphical Terminal Interface includes a color display depicting unit operation and individual function performance while monitoring the unit's parameters, hydraulics and enabling simple troubleshooting. Wired/Wireless type controls are included at both operator stations.

# Platform Features

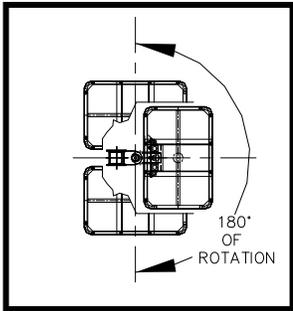
## Telescoping 4th boom

The Aspen A-75 has the capability of providing inspectors with over 16' (4m) of vertical reach. This fully hydraulic feature will enable you to get up and behind your deepest girders for a close-up inspection.



## Rotating Platform

The added flexibility of a 180 degree rotating platform makes maneuvering into working positions easy, increasing productivity and efficiency.



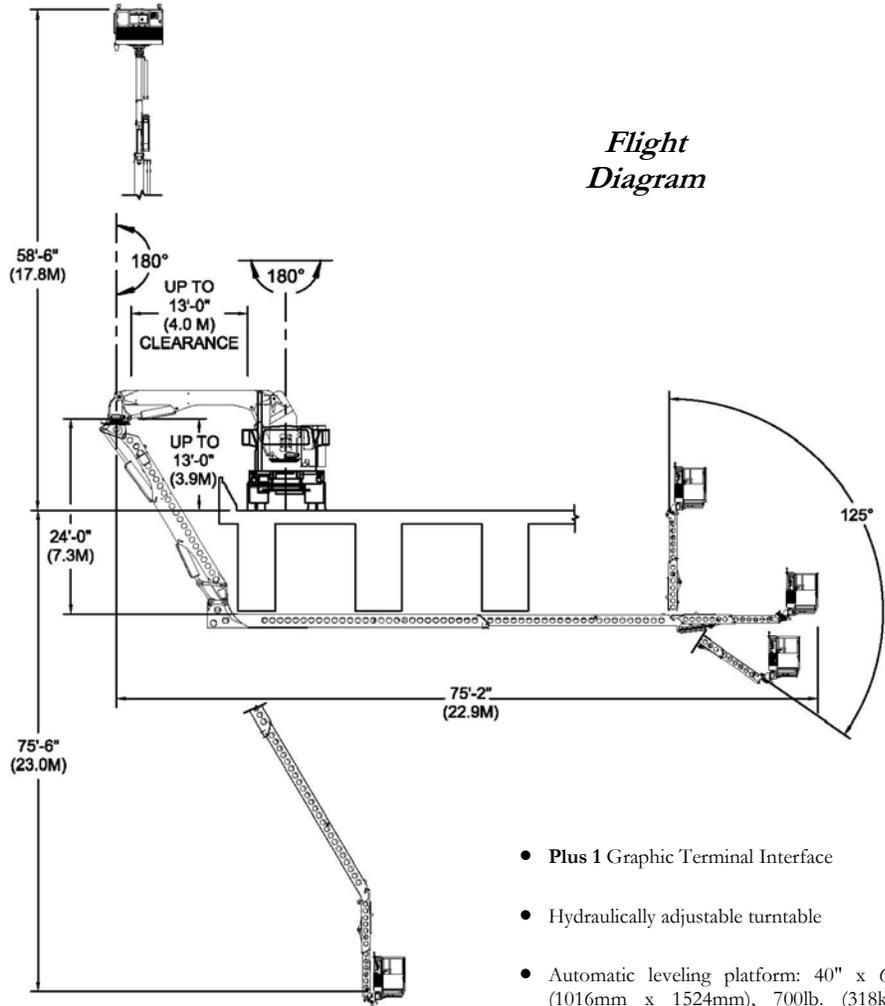
Aspen Aerials, Inc.  
4303 West 1st Street  
Duluth, MN 55807

Phone: 218-624-1111  
Toll Free: 800-888-2773  
Fax: 218-624-1714  
Web site: [www.aspenaerials.com](http://www.aspenaerials.com)



# Specifications

## Flight Diagram



Horizontal Underbridge Reach	75' / 22.86m
Vertical Reach Down	72'-3" / 22.02m
Vertical Reach Up	53' / 16.15m
Boom no. 1 movement	+30 to -35 degrees
Boom no. 2 movement	+ 0 to -120 degrees
Boom no. 3 movement	+90 to -60 degrees
Boom no. 4 movement	+90 to -35 degrees
Space Required on Bridge	102" / 2.5m
Basket Capacity	700 lbs. / 318 kg.
Basket Size	40" x 60" x 42" 1010mm x 1520mm
Overall Length	43'-6" / 13.26m *
Overall Height	13'-5" / 4.09m *

\* May vary depending on chassis

### Available Options:

- Air Compressor and air line in platform
- Generator with electrical outlet in platform
- Platform Heaters & Floodlights
- Remote Controls

- Plus 1 Graphic Terminal Interface
- Hydraulically adjustable turntable
- Automatic leveling platform: 40" x 60" (1016mm x 1524mm), 700lb. (318kg) capacity w/access gate
- 2 sets of controls: one set in the platform and one set at the pedestal
- 4 articulating booms (3rd & 4th booms telescope); 2 rotating turrets, rotating platform
- Stability interlocks with monitoring system
- Two power systems: power take-off from the truck's transmission and a back-up diesel power unit
- 12-volt intercom system between platform, driver's compartment and pedestal



# ASPEN A-62

Bridge Inspection Unit

## New Technologies Lead the Industry

**Design.....**Through extensive research utilizing customer input, FEA engineering and repetitive motion testing, the Aspen A-62 was designed from the ground up resulting in greater versatility, simplicity and reliability under all types of conditions. This model has been extended to access areas over, around and under some of your widest bridges to provide you with the pinnacle of “no-compromise” performance and efficiency.

**Maneuverability.....**Two rotating turntables plus multiple articulating and telescoping booms allow the 40”x 60” rotating platform to deploy off of either side of the truck to access all of your structures. The Aspen A-62 is truly in a league of its own.

**Stabilization.....**Outriggers are not required and all counterweights stay within the width of the truck body. The redesigned sliding counterweight is installed under the truck bed and operates to either side while the Aspen A-62 is deployed to the opposite side. In the transport mode, the counterweight stays in the center of the truck for improved road handling. A torsion-box subframe and hydraulic axle locks unitize the chassis and truck axles, allowing the vehicle to travel while the unit is fully deployed.



### Reliable

#### Adjustable Turntable



Turntable no. 2 comes equipped with an automatic leveling system, providing smooth platform movement. In addition, the operator can make manual adjustments of +/- 5 degrees to compensate for the slope of the bridge. With the elimination of the leveling arms, the Aspen A-62 has more vertical clearance to get over high fences.

### Innovative

#### Telescoping & Rotating Platform



- 180 degree rotating platform
- Telescoping 4th boom
- Over 13' vertical reach

### Durable

#### Advanced Control System

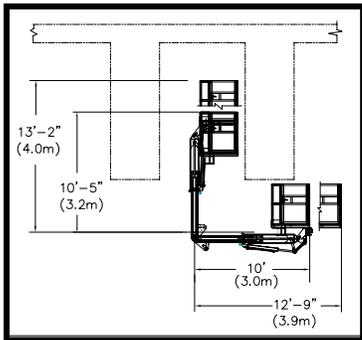


As the most advanced microprocessor control system available, the “Plus 1” Graphical Terminal Interface includes a color display depicting unit operation and individual function performance while monitoring the unit’s parameters, hydraulics and enabling simple troubleshooting. Wireless controls are included at both operator stations.

# Platform Features

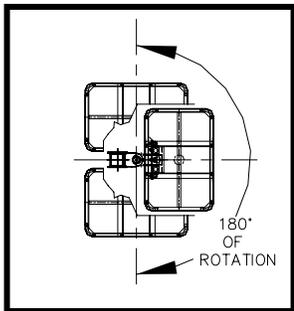
## Telescoping 4th boom

The Aspen A-62 has the capability of providing inspectors with over 13' (4m) of vertical reach. This fully hydraulic feature will enable you to get up and behind your deepest girders for a close-up inspection.



## Rotating Platform

The added flexibility of a 180 degree rotating platform makes maneuvering into working positions easy, increasing productivity and efficiency.

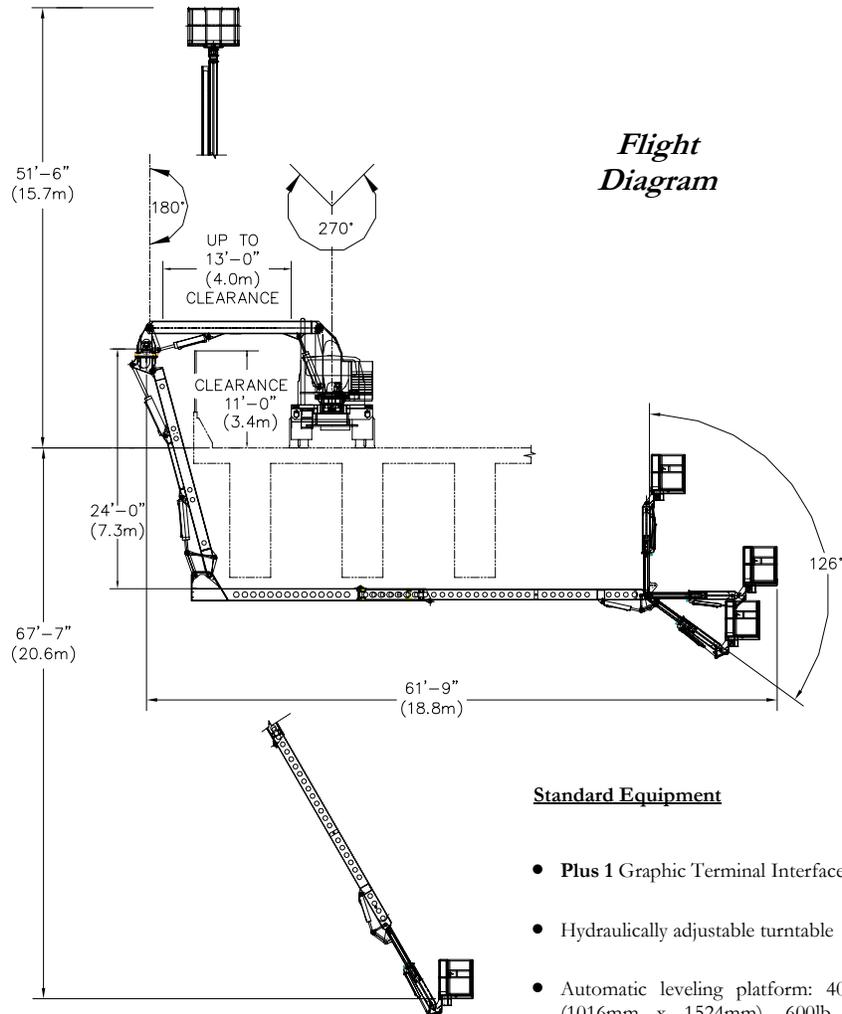


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Web site: [www.aspenaerials.com](http://www.aspenaerials.com)



# Specifications



## Standard Equipment

- Plus 1 Graphic Terminal Interface
- Hydraulically adjustable turntable
- Automatic leveling platform: 40" x 60" (1016mm x 1524mm), 600lb. (272kg) capacity w/access gate
- 2 sets of controls: one set in the platform and one set at the pedestal
- 4 articulating booms (3rd & 4th booms telescope); 2 rotating turrets, rotating platform
- Stability interlocks with monitoring system
- Two power systems: power take-off from the truck's transmission and a back-up diesel power unit
- 12-volt intercom system between platform,

Horizontal Underbridge Reach	61'-9" / 18.8m
Vertical Reach Down	67'-7" / 20.6m
Vertical Reach Up	51'-6" / 15.7m
Boom no. 1 movement	+30 to -35 degrees
Boom no. 2 movement	+0 to -105 degrees
Boom no. 3 movement	+90 to -60 degrees
Boom no. 4 movement	+90 to -36 degrees
Space Required on Bridge	102" / 2.5m
Basket Capacity	600 lbs. / 272 kg.
Basket Size	40" x 60" x 42" 1010mm x 1520mm
Overall Length	40' / 12.2m *
Overall Height	13'-3" / 4.0m *

\* May vary depending on chassis

## Available Options:

- Air Compressor and air line in platform
- Generator with electrical outlet in platform
- Platform Heaters & Floodlights
- Remote Controls



Various chassis configurations available



**ASPEN AERIALS**

**BRIDGE  
INSPECTION  
UNITS**

MODELS

**UB40**

**UB50**

**UB60**

*The Total Bridge Inspection Unit  
Designed with  
Your Bridges in Mind*



# ASPEN AERIALS ... unequalled performance ... efficient, reliable, rigid, agile and safe!

Bridge inspection is a demanding job, requiring specialized equipment designed to permit the inspector/operator to maneuver safely into every position near the bridge structure allowing for close evaluation. To accomplish this, the right equipment is essential.

At ASPEN AERIALS, our design engineers have enlisted the help

of many inspection professionals to assure that our equipment will meet all of your demands. We listened, and the result is a unit

designed with your bridges in mind.

We provide a total bridge inspection unit which allows you to work above, below or on the span . . . do your job, and do it with a minimum of inconvenience to the motoring public's routine.



Truck travel in the deployed position is achieved when the platform is positioned underneath or outside the bridge structure. Continuous communication between the truck operator and the inspectors enhances safe operation.



Particular attention has been given to traffic control problems. The ASPEN AERIALS UB units afford stability without outriggers and the rotating counterweight stays within the 96" (2436 mm) width of the truck body thus keeping any portion of the unit from occupying more than one lane of traffic!

# Unique design features and options available

**EXTRA AGILITY** is a standard feature on ASPEN AERIALS Models UB50 and UB60. These units offer a hydraulically activated fourth boom which extends the working range to include travel between bridge girders to get a close-up look at the back side. When this boom is placed perpendicular to the third boom, it is capable of placing an inspection 7' (2.1 m) above the third boom on the model UB50, and 9'9" (3.0 m) on the model UB60.



**EXTENDED REACH** - Up to 60' (18.3 m) of underbridge working reach available without requiring that the truck chassis be repositioned.

**SMOOTH, PRECISE CONTROL** is a standard feature which has become an ASPEN AERIALS trademark.

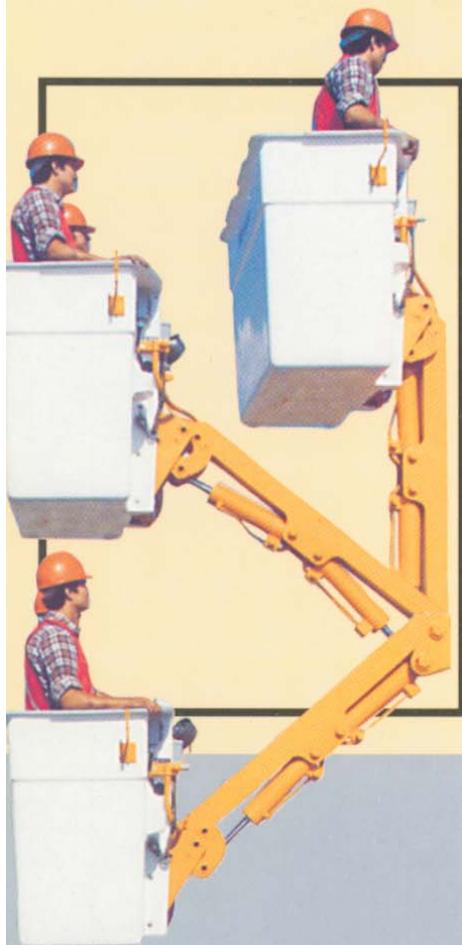
Electro/proportional valves provide precise metering capability for all boom and rotation functions, with each function having its own individual control. There are three (3) control stations provided . . . one at the work platform, a second attached to an extendible 20' (6.1 m) remote cord, both using interchangeable electro/hydraulic controls, and a third set, full hydraulic at the main control station. Each control

station is equipped with an engine kill switch that when activated will shut off the auxiliary and the chassis engines. These features are standard on all ASPEN AERIALS UB Series units.



**VERTICAL BARRIER CLEARANCE** - designed to deploy over fences in excess of 10 feet.

**MANEUVERABILITY** - Two rotating turrets are provided, one at the pedestal (T-1) affording 155° of rotation and one at the end of the first boom (T-2) with up to 360° rotation. In the deployed position, T-2 has 224° rotation to provide more agility to thread through tight trusswork and maneuver around underbridge supports, providing easier access to more underbridge area.



# Only from ASPEN AERIALS

**SPACIOUS WORK PLATFORMS** are standard with all ASPEN AERIALS units. The 600 lb. (272 kg.) capacity, 40" x 60" x 42" deep (102 cm x 152 cm x 107 cm) fiberglass platform, with recessed hand holds for added safety, is standard on the UB40 and UB50. A 40" x 60" x 42" deep (102 cm x 152 cm x 107 cm) aluminum platform is standard with the UB60. All platforms are designed to be interchangeable.



**TWO POWER SOURCES** are provided. The primary source of power is a power-take-off from the truck transmission. A liquid-cooled diesel engine capable of powering the Bridge Inspection Unit is provided as backup.

**ACCESSORIES** available include an air compressor with air supply at the work platform and truck deck, three-station communication system, 115/220-volt electrical outlets, platform heaters, flood-lights, tool trays and a platform cover.

**OVERHEAD CAPABILITIES** are available on every ASPEN AERIALS. There are no additional booms to attach and the third boom can be raised vertically.

Vertical distance from the bridge deck to the bottom of the work platform.

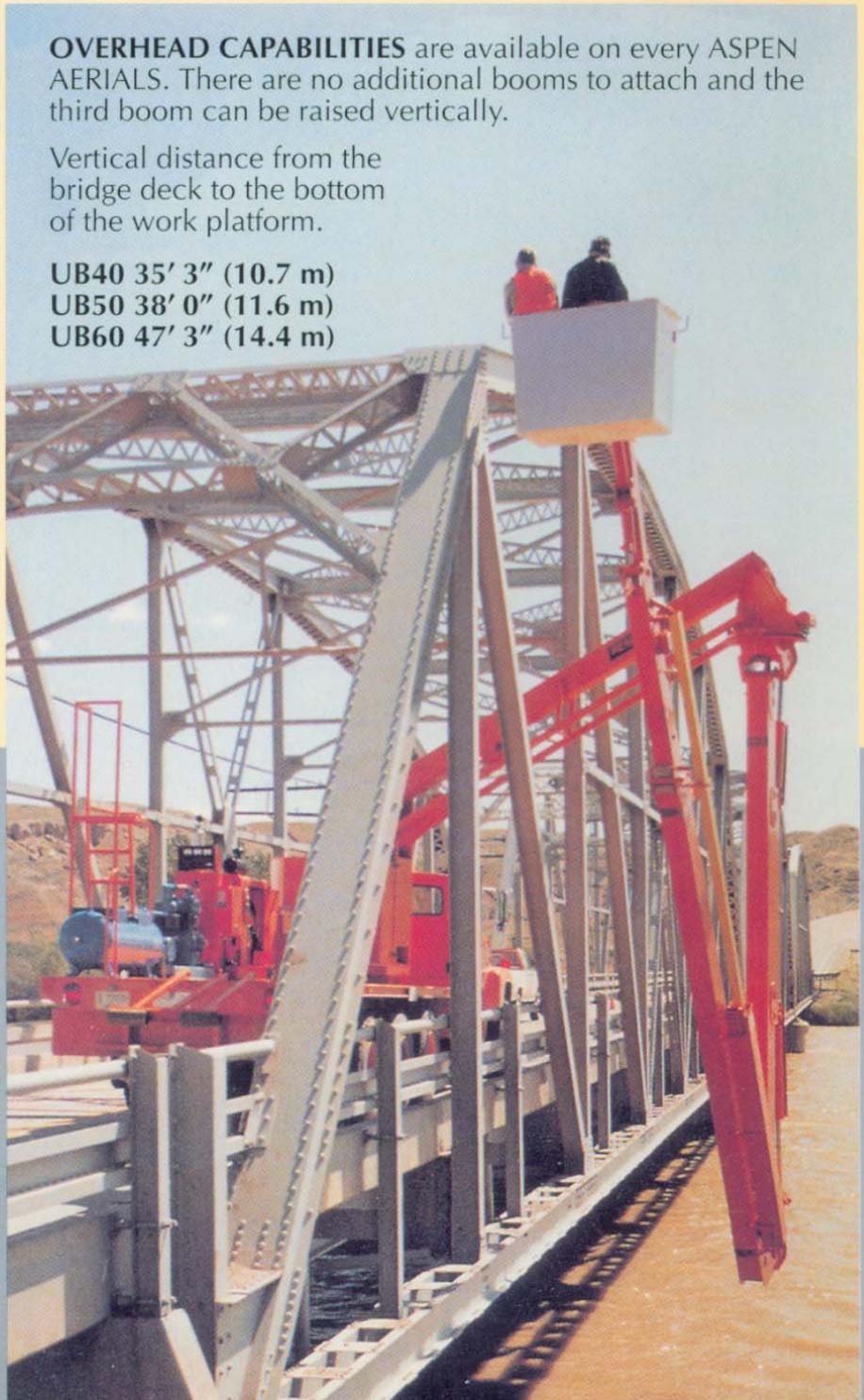
**UB40 35' 3" (10.7 m)**

**UB50 38' 0" (11.6 m)**

**UB60 47' 3" (14.4 m)**

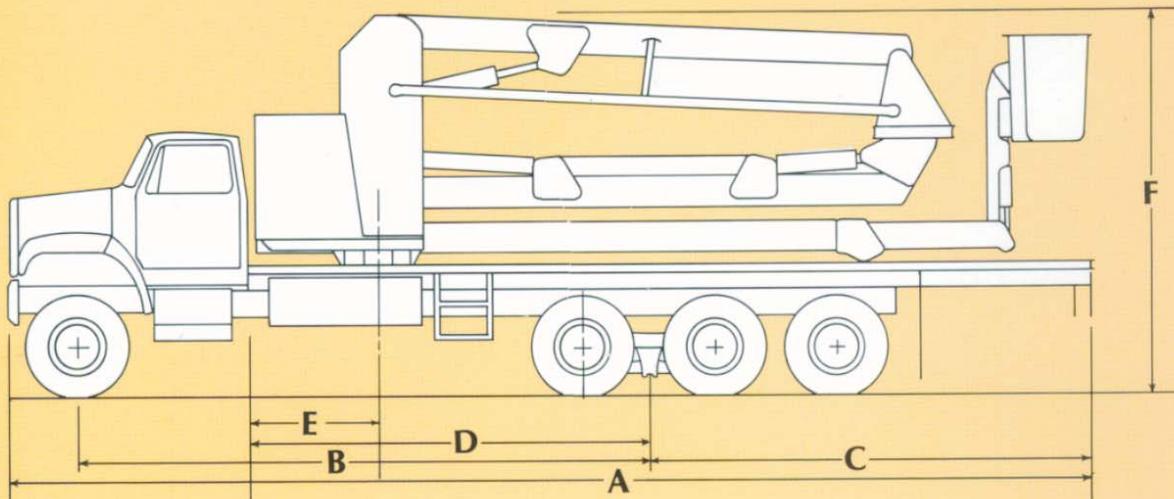


A variety of platforms are available including rotation and extension features. Consult factory for model availability.



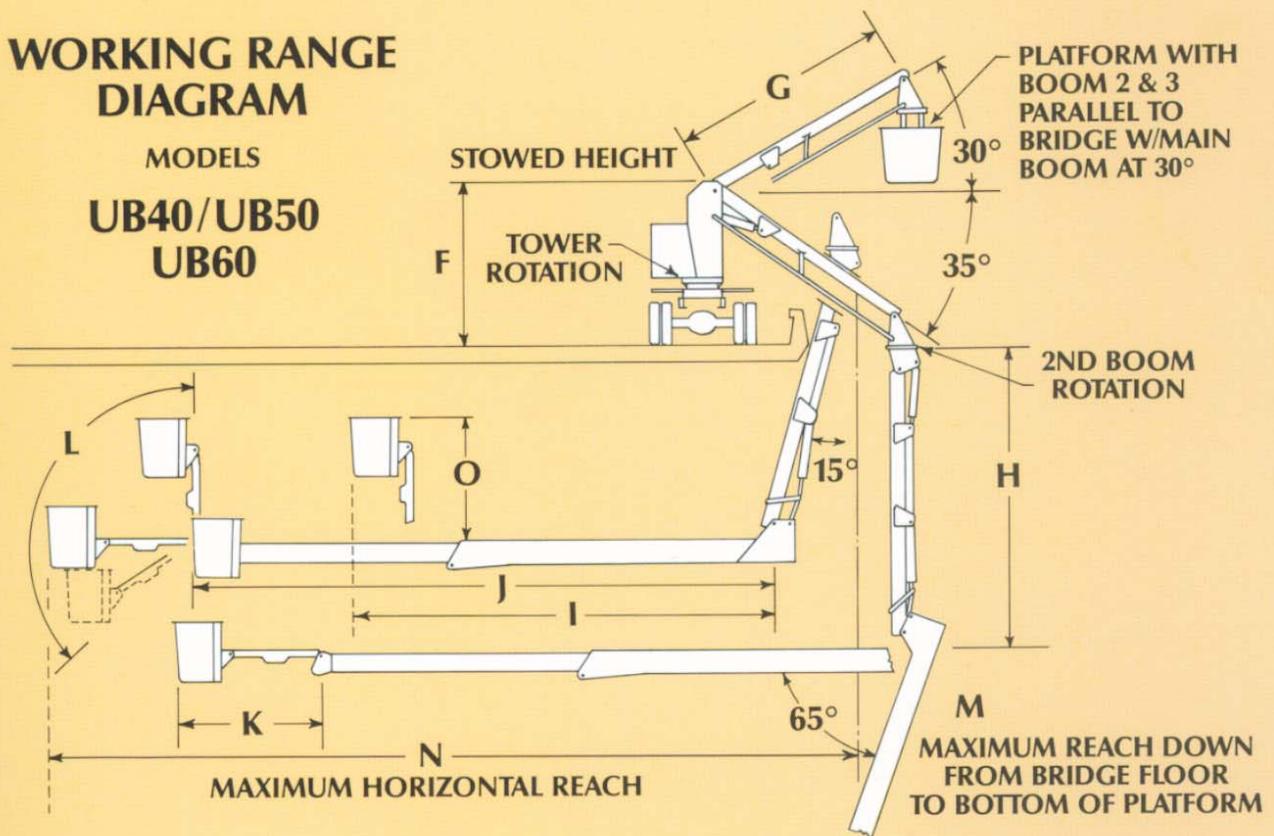
# BRIDGE INSPECTION UNITS

## MODELS UB40/UB50/UB60



### WORKING RANGE DIAGRAM

MODELS  
**UB40/UB50**  
**UB60**



DIMENSION	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
MODEL UB40	34'0" (10.4 m)	18'7" (5.7 m)	11'8" (3.6 m)	13'0" (4.0 m)	4'3" (1.3 m)	12'10" (3.9 m)	15'5" (4.7 m)	20'1" (6.1 m)	18'6" (5.6 m)	38'3" (11.7 m)	N/A	N/A	52'0" (15.8 m)	42'10" (13.1 m)	N/A
MODEL UB50	37'0" (11.3 m)	19'2" (5.8 m)	14'11" (4.5 m)	14'4" (4.4 m)	4'3" (1.3 m)	13'3" (4.0 m)	16'11" (5.2 m)	24'1" (7.3 m)	24'8" (7.5 m)	37'8" (11.5 m)	8'0" (2.4 m)	125°	63'0" (19.2 m)	51'9" (15.8 m)	7'1" (2.2 m)
MODEL UB60	41'0" (12.5 m)	19'2" (5.8 m)	17'3" (5.3 m)	14'4" (4.4 m)	4'3" (1.3 m)	13'0" (4.0 m)	16'11" (5.2 m)	24'1" (7.3 m)	32'10" (10.0 m)	44'2" (13.5 m)	9'3" (2.8 m)	136°	70'0" (21.3 m)	60'6" (18.4 m)	9'9" (3.0 m)

The specifications and description listed herein were approved at the time of initial printing and are subject to change without incurring any liability. Also, this specification describes the operating parameters of a total bridge inspection unit system and is not intended to imply what is or is not included in the base price of the ASPEN AERIALS, INC. price list for this information.



# BRIDGE INSPECTION UNITS MODELS UB40/UB50/UB60



The Model UB50 in the traveling position.

Also Available:  
Model UB30  
for  
weight-restricted  
and railroad  
bridges.

## ROTATION



TURRET #1



TURRET #2

224°  
180°  
W/BOOM 3  
EXTENDED

Turret #2 provides  
the range of travel  
shown here when  
Turret #1 is in any  
position shown.

Exclusively Manufactured By



**ASPEN AERIALS, INC.**  
4303 West 1st Street • P.O. Box 16958  
Duluth, MN 55816-0958  
218-624-1111 • 800-888-2773  
Fax 218-624-1714



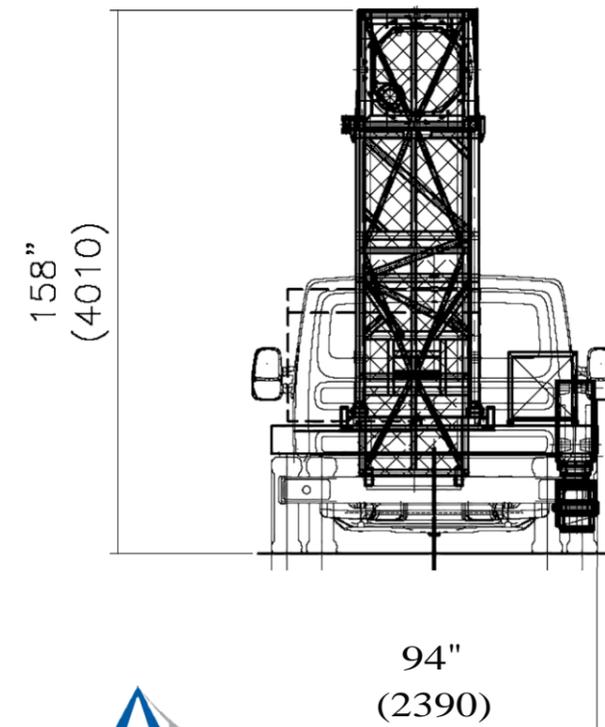
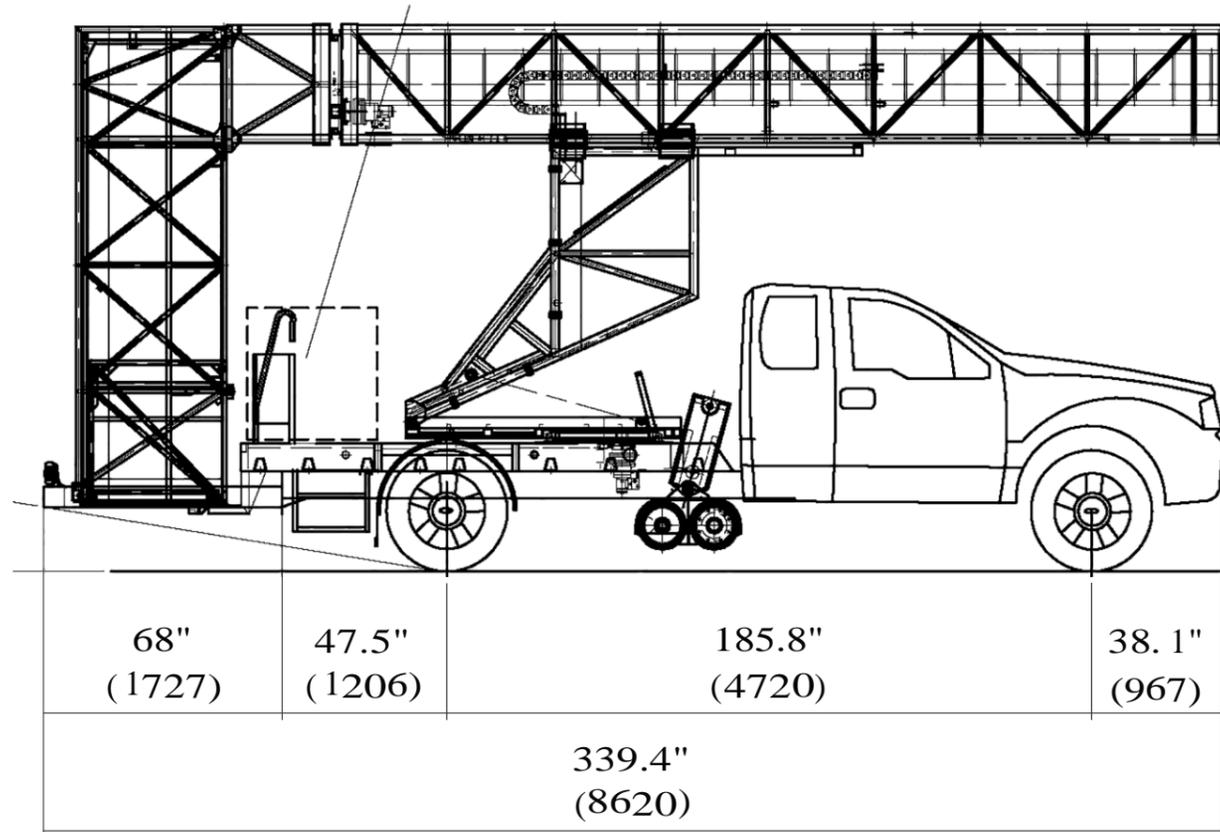


# ANDERSON

## ABC 23 /L

### OVERALL DIMENSIONS IN ROAD TRANSPORT POSITION

OPTION : GENERATING SET



### TRUCK MOUNTED

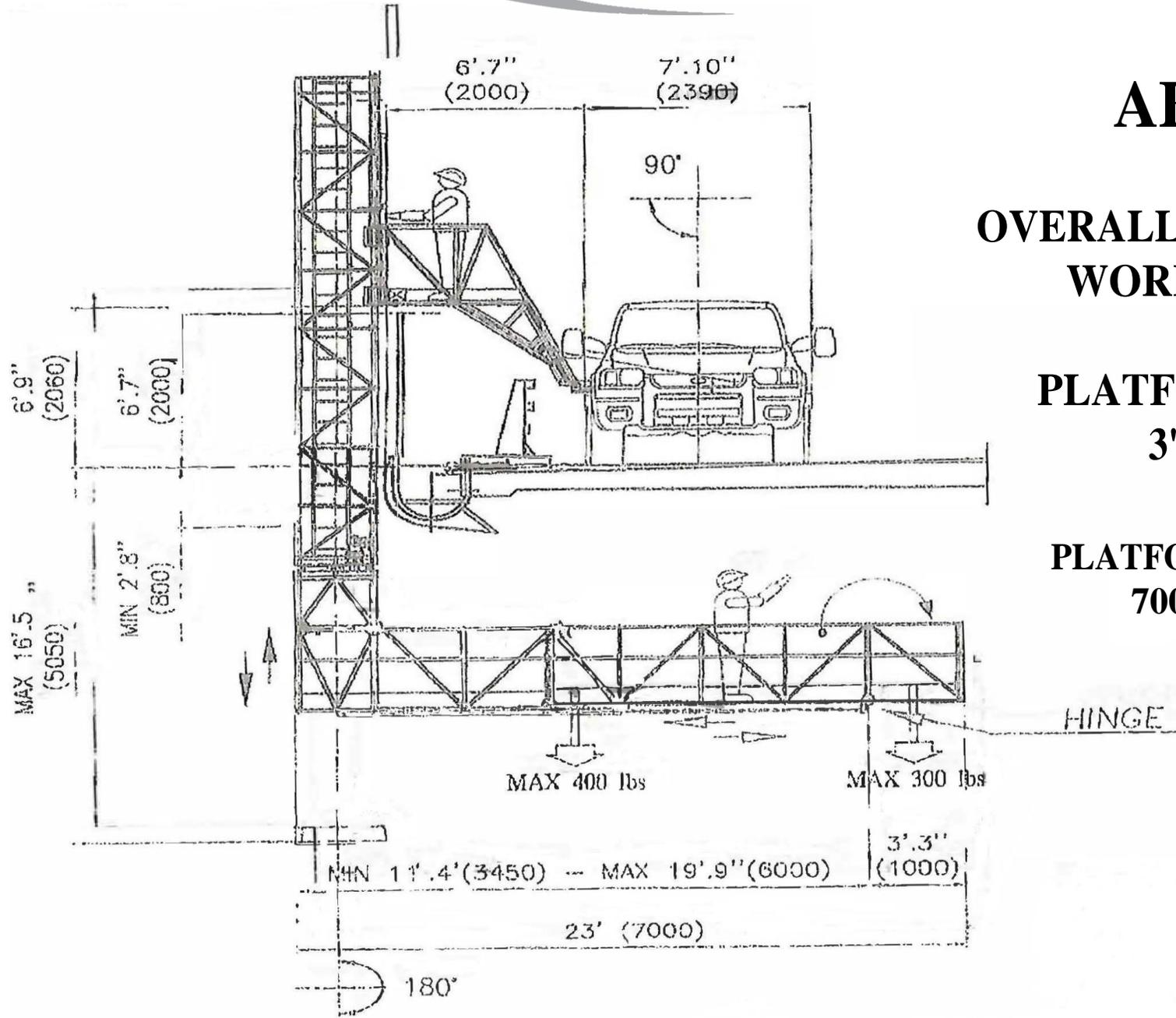
FORD- 450 Super Cab or Dodge 4500 (4x4) Chassis

TOTAL WEIGHT: 15.000 lbs.



**Call to reserve the ABC23/L today!**

**(803) 366-8195**



## ABC 23 / L

**OVERALL DIMENSIONS IN  
WORK POSITION**

**PLATFORM WIDTH:  
3'3" (1000)**

**PLATFORM CAPACITY:  
700 lbs. (320kg)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2019

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Yates Insurance Agency 2800 Century Parkway NE Suite 300 Atlanta GA 30345-	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> 404-633-4321		<b>FAX (A/C, No):</b> 404-633-1312	
	<b>E-MAIL ADDRESS:</b> certs@yatesins.com			
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>	
<b>INSURED</b> Anderson Crane & Bridge Technologies, Inc. 7703 Park Place Road York SC 29745-7413	ANDECRA-01		INSURER A : StarNet Insurance Company	40045
			INSURER B : HDI Global Specialty SE	
			INSURER C : Manufacturers Alliance Insurance Company	36897
			INSURER D : Old Republic Union Insurance Company	31143
			INSURER E :	
		INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER: 1820230203

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			IICHMPP000304401	5/30/2019	5/30/2020	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
C	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1519011087121	5/30/2019	5/30/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ _0_			ORANXS00028400	5/30/2019	5/30/2020	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	KEY0137165	5/30/2019	5/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Subject to policy terms, conditions, forms and exclusions, the insurance coverage's afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing and completed operations, Automobile Liability and Excess Liability; Blanket Primary and Non-Contributory in regards to General Liability; Blanket Waiver of Subrogation in regards to General Liability, Auto Liability, Workers Compensation and Excess Liability; Per Project Aggregate applies to the General Liability.

**FORMS:**

CG2010 04/13 – Additional Insured Owners, Lessees or Contractors Scheduled Person Or Organization

CG2037 04/13 – Additional Insured Owners, Lessees or Contractors Completed Operations

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

State of WV 1900 Kanawha Blvd. E, Bldg. 5 Charleston WV 25305	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 

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## ADDITIONAL REMARKS SCHEDULE

AGENCY Yates Insurance Agency		NAMED INSURED Anderson Crane & Bridge Technologies, Inc. 7703 Park Place Road York SC 29745-7413	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25    FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

CG2001 04/13 – Primary and Noncontributory Other Insurance Condition  
 CG2404 10/93 – Waiver Of Transfer Of Rights Of Recovery Against Others To Us  
 CG2503 03/97 – Designated Construction Project(s) General Aggregate Limit  
 PCA0507 04/14 – Additional Insured Coverage Required By Insured Contract, Written Agreement or Permit  
 CA0444 10/13 – Waiver Of Transfer Of Rights Of Recovery Against Others To Us  
 WC000313 04/84 – Waiver of Our Right to Recover From Others Endorsement – Blanket  
 ORUNBISCX 04/18 – Schedule of Controlling Underlying Insurance  
 CX0001 04/13 – Commercial Excess Liability Coverage Form

Entity: State of WV

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As per written, and properly executed contract prior to loss, if required by your agreement with such Additional Insured.  The inclusion of one or more Additional Insured(s) under the terms of this endorsement does not increase our limits of liability. All other terms and conditions remain unchanged.	"All projects as required by contract or agreement"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>As required by written and properly executed contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone other than the Additional Insured provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV-COMMERCIAL LIABILITY CONDITIONS, paragraph 4. Other insurance, subparagraph c. Method of Sharing.</p> <p>The inclusion of one or more Additional Insured(s) under the terms of this endorsement does not increase our limits of liability.</p> <p>All other terms and conditions remain unchanged.</p>	<p>As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured.</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

As required by written and properly executed contract or agreement prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**DESIGNATED CONSTRUCTION PROJECT(S)**  
**GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**SCHEDULE**

Per Designated Construction Project. The inclusion of one or more insured under the terms of this endorsement does not increase our limits of liability, all other terms and conditions remain unchanged.
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I ), and for all medical expenses caused by accidents under COVERAGE C (SECTION I ), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I ), and for all medical expenses caused by accidents under COVERAGE C (SECTION I ), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III ) not otherwise modified by this endorsement shall continue to apply as stipulated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED COVERAGE REQUIRED BY INSURED CONTRACT,  
WRITTEN AGREEMENT OR PERMIT**

This endorsement modifies coverage provided under the following:

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

The following are added as "insureds" under **Covered Autos Liability Coverage, Who is an Insured:**

d. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance, or use of a covered auto if:

1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

- a) an expressed provision of an insured contract or written agreement; or
  - b) an expressed condition of a written permit issued to you by a governmental or public authority.
- 2) The bodily injury or property damage is caused by an accident which takes place after:
- a) you executed the insured contract or written agreement; or
  - b) the permit has been issued to you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>  <b>Endorsement Effective Date:</b>
---

### **SCHEDULE**

<b>Name(s) Of Person(s) Or Organization(s):</b>
---

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

<b>State</b>	<b>Description</b>
SC	Any party with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Effective Date: Policy No: KEY0137165 Endorsement No.:

Insured: Anderson Hydra Platforms, Inc. Premium:

Insurance Company: StarNet Insurance Company Countersigned by:



# COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

## SECTION I – COVERAGES

### 1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II – Limits Of Insurance; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
  - c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

## 2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

### a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

### b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

### c. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

## SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or suits brought, or number of vehicles involved;
- c. Persons or organizations making claims or bringing suits; or
- d. Limits available under any "controlling underlying insurance".

2. The Limits of Insurance of this Coverage Part will apply as follows:

- a. This insurance only applies in excess of the "retained limit".
- b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part. However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".
- c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
- d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### **SECTION III – CONDITIONS**

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

#### **1. Appeals**

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits Of Insurance.

#### **2. Bankruptcy**

##### **a. Bankruptcy Of Insured**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **b. Bankruptcy Of Controlling Underlying Insurer**

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

#### **3. Duties In The Event Of An Event, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the "event" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury or damage" arising out of the "event".

- b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

- c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **4. First Named Insured Duties**

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

## 5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

## 6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

## 7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

## 8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

## 9. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

## 11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

## 12. Transfer Of Defense

### a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

### b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

## 13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
  - a. Settlements, judgments, binding arbitration; or
  - b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

# Equipment Rental/Lease WITH Operator

Attachment B Mandatory Information Form  
ARQM DOT200000005

**Base Location:**

The Vendor should identify their base location and any other potential base locations where the equipment bid may be delivered by the Vendor. The Vendor should provide the 911 address or the most recent physical street address, city and state for the base location(s). If the Vendor fails to provide the base location(s) on the Information Attachment Form, the Vendor's bid may be disqualified. If additional space is needed for additional base locations, you may duplicate this page. This list does not determine sole base locations for a Vendor, but provides a base for determining potential mileage.

Vendor Base Location: Platform Units	
7703 Park Place Rd	
York, SC 29730	
Vendor Base Location: Aspen Aerial Units	
TBD	
Paulsboro, NJ	
Vendor Base Location:	

**Counties Bid:**

Vendor should indicate the County, Counties or Statewide serviced by the Vendor for lease/rent of equipment to the WVDOH by placing an "X" or "✓" beside the County, Counties or Statewide. If the Vendor fails to indicate which County or Counties, it will be expected that the Vendor can service Statewide in the State of WV.

X	STATEWIDE				
	Barbour		Kanawha		Pocahontas
	Berkeley		Lewis		Preston
	Boone		Lincoln		Putnam
	Braxton		Logan		Raleigh
	Brooke		McDowell		Randolph
	Cabell		Marion		Ritchie
	Calhoun		Marshall		Roane
	Clay		Mason		Summers
	Doddridge		Mercer		Taylor
	Fayette		Mineral		Tucker
	Gilmer		Mingo		Tyler
	Grant		Monongalia		Upshur
	Greenbrier		Monroe		Wayne
	Hampshire		Morgan		Webster
	Hancock		Nicholas		Wetzel
	Hardy		Ohio		Wirt
	Harrison		Pendleton		Wood
	Jackson		Pleasants		Wyoming
	Jefferson				



State of West Virginia  
Request For Quotation

Procurement Folder : 658130

Document Description : ADDENDUM #1

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No		Version	Phase
2019-12-09	2019-12-16 14:30:00	ARFQ 0803	DOT2000000022	2	Final

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON US	Vendor Name, Address and Telephone ADDRESS - CRANE + BRIDGE TECHNOLOGIES 7703 PARK PLACE ROAD YORK, SC 29745
WV 25302	

FOR INFORMATION CONTACT THE

Tina L Lewis  
(304) 558-9398  
tina.l.lewis@wv.gov

Signature X

FEIN #

30-0332103

DATE

12/12/19

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

**ADDITIONAL INFORMATION:**

ADDENDUM #1

\*\*\*\*\*NOTICE\*\*\*\*\*

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- \* UPLOAD TO OASIS
- \* HAND DELIVERY
- \* MAIL IN HARD COPY

MAKE SURE YOU DOWNLOAD ALL INFORMATION

TERMS AND CONDITIONS-SPECIFICATIONS-INFORMATIONAL ATTACHMENTS-PURCHASING AFFIDAVIT-PRICING PAGES-SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	EQUIPMENT LEASE/RENTAL WITH OPERATOR	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
72141702			

**Extended Description**

EQUIPMENT LEASE/RENTAL WITH OPERATOR PER THE ATTACHED EXHIBIT B

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	TECHNICAL QUESTIONS DUE AT 10:00AM EST	2019-12-09

<b>DOT2000000022</b>	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM #1 EQUIPMENT LEASE/RENTAL WITH OPERATOR-6620C015	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions





State of West Virginia  
Request For Quotation

Procurement Folder : 658130

Document Description : EQUIPMENT LEASE/RENTAL WITH OPERATOR-6620C015

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2019-12-02	2019-12-16 14:30:00	ARFQ 0803 DOT2000000022	1	Final

SUBMIT RESPONSES TO:	VENDOR
	<p>Vendor Name, Address and Telephone</p> <p>ADVERTSON (IT) NETWORK BRIDGE TECHNOLOGIES 1703 PARK TRAIL ROAD YORK, SC 29745</p>

FOR INFORMATION CONTACT THE

Tina L Lewis  
(304) 558-9398  
tina.l.lewis@wv.gov

Signature X  FEIN # 30-0332103 DATE 12/12/19

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	EQUIPMENT LEASE/RENTAL WITH OPERATOR	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
72141702			

**Extended Description**  
EQUIPMENT LEASE/RENTAL WITH OPERATOR PER THE ATTACHED EXHIBIT B

SCHEDULE OF EVENTS		
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1	TECHNICAL QUESTIONS DUE AT 10:00AM EST	2019-12-09

<b>DOT2000000022</b>	<b>Document Phase</b> Final	<b>Document Description</b> EQUIPMENT LEASE/RENTAL WITH OPERATOR-6620C015	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions





State of West Virginia  
Request For Quotation

Procurement Folder : 658130

Document Description : ADDENDUM #1

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No		Version	Phase
2019-12-02	2019-12-16 14:30:00	ARFQ 0803	DOT2000000022	2	Draft

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON US	<b>Vendor Name, Address and Telephone</b> AUSTIN CRANE & BRIDGE TECHNOLOGIES, INC. 7703 PARK PENCE FUND YORK, SC 29745

FOR INFORMATION CONTACT THE

Tina L Lewis  
(304) 558-9398  
tina.l.lewis@wv.gov

Signature X

FEIN #

30-0332103

DATE

12/2/19

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

**ADDITIONAL INFORMATION:**

ADDENDUM #1

\*\*\*\*\*NOTICE\*\*\*\*\*

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MAKE SURE YOU DOWNLOAD ALL INFORMATION

TERMS AND CONDITIONS-SPECIFICATIONS-INFORMATIONAL ATTACHMENTS-PURCHASING AFFIDAVIT-PRICING PAGES-SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	EQUIPMENT LEASE/RENTAL WITH OPERATOR	0.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
72141702			

**Extended Description**

EQUIPMENT LEASE/RENTAL WITH OPERATOR PER THE ATTACHED EXHIBIT B

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	TECHNICAL QUESTIONS DUE AT 10:00AM EST	2019-12-09

<b>DOT2000000022</b>	<b>Document Phase</b> Draft	<b>Document Description</b> ADDENDUM #1 EQUIPMENT LEASE/RENTAL WITH OPERATOR-6620C015	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



**AGENCY SOLICITATION NUMBER-ARFQ DOT2000000022**  
**Addendum Number: 1**

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The Purpose of this addendum is to modify the solicitation identified as ("Agency Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Add Bid Receiving Location to RFQ

**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 provision of the Agency 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 Agency Solicitation by completing an Addendum Acknowledgement, 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

**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: EQUIPMENT LEASE/ RENTAL WITH OPERATOR - 6620C015  
BUYER: TINA LEWIS  
SOLICITATION NO.: ARFQ DOT2000000022  
BID OPENING DATE: 12/16/2019  
BID OPENING TIME: 2:30 PM  
FAX NUMBER: N/A

**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 should 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. 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(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 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 a Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance of this Contract made by and between the State of West Virginia 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" 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.



**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, Agency, Purchasing Division, and Attorney General's office.

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

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

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. 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 received by the Agency prior to Contract award.

**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.

**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.

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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether 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: \_\_\_\_\_ 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:** 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:** 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

**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:** 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. 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 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.

**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.

**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 <http://www.state.wv.us/admin/purchase/privacy/default.html>

**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 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.

**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. PURCHASING AFFIDAVIT:** 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**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.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**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 heath, 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 Revised 11/14/2019

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.

## ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: \_\_\_\_\_

Contractor's License No.: WV-\_\_\_\_\_

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document

**2. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**2A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**3. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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

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

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

*Brittany Dean* Rental Coordinator  
(Name, Title)  
Brittany Dean Rental Coordinator  
(Printed Name and Title)  
7703 Park Place Rd York, SC 29745  
(Address)  
803-792-4496 803-366-0603  
(Phone Number) / (Fax Number)  
brittany@andersonunderbridge.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 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.

ANDERSON UNDERBRIDGE TECHNOLOGIES, LLC.  
(Company)

*W. L. Wink*  
(Authorized Signature) (Representative Name, Title)

W. L. WINK, CM/CFE  
(Printed Name and Title of Authorized Representative)

12/12/19  
(Date)

803 792 0956  
(Phone Number) (Fax Number)

**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)*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input 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.

AUSTINIAN CRANE & RIGGING TECHNOLOGIES, INC.  
Company

  
Authorized Signature

12/12/19  
Date

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

**REQUEST FOR QUOTATION**  
**Equipment Lease/Rental 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 contract to provide Equipment Lease/Rental WITH Operator from individuals and organizations, for use at WV Division of Highways' locations throughout the State of WV.
  
- 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 for lease/rental in Section III, Subsection 3.2 below.
  - 2.2 "Pricing Pages"** means the schedule of prices contained in wvOASIS or attached hereto as Attachment A 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 "Lease/Rental"** or any version of this language used throughout this Solicitation means an agreement wherein the WVDOH leases/rents the equipment, WITH Operator, set forth for periods of time not to exceed ninety days unless otherwise clearly specified in the Delivery Order.
  - 2.6 "Contractor", "Vendor" or "Equipment Owner"** g
  - 2.7 "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 by all subsequent annual Supplemental Specifications.
  
- 3. GENERAL REQUIREMENTS:**

REQUEST FOR QUOTATION  
Equipment Lease/Rental WITH Operator

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A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the Supplemental Latest Edition) using the Attachment D Standard Specifications Order Form. The completed form should be submitted by email to [DOTSpecifications@wv.gov](mailto:DOTSpecifications@wv.gov) or mailed to:

West Virginia Division of Highways  
Contract Administration  
Building 5, Room 840  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

**3.2 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below as a lease/rental Contract Item, WITH Operator, on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.2.1 Equipment Offered, WITH Operator, for Lease/Rental:** The Vendor shall lease/rent equipment, WITH Operator, to the WVDOH per the day, week and/or month per Section 3.2.3.

**3.2.1.1** The Pricing Page, Attachment A shall provide a description of each piece of equipment that the WVDOH is requesting. Vendor should provide the proposed piece of equipment by listing the Manufacturer's Name, Model Number and Serial Number, where applicable, as instructed in Section 4.2 of these specifications for each piece of equipment proposed.

**3.2.1.2** All successful Vendors **shall** furnish proof of a WV General Contractor's License per Section 8, Required Documents, of the "General Terms and Conditions" prior to a contract being awarded to that Vendor.

**3.2.2 Mobilization:** To meet the immediate needs of the WVDOH, Vendors shall deliver/operate needed equipment assembled and ready to operate upon notice by the WVDOH, per Section 6.1, "Delivery Time" of these specifications.

**3.2.3 Lease/Rental Period:** Quoted rates for leased/rented equipment, WITH Operator, shall be for lease/rental days, weeks and/or months.

A lease/rental day is a day of agency possession of equipment WITH operator during which it is not down for four hours or more during the normal work period. NOTE: Days on which a piece of equipment is down for normal

**REQUEST FOR QUOTATION**  
**Equipment Lease/Rental WITH Operator**

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maintenance or repair for four hours or more during the normal work period shall be considered a day of downtime and shall not be considered a day of equipment lease/rental.

A lease/rental week is seven lease/rented days, including Saturdays, Sundays and Holidays.

A lease/rental month is thirty lease/rented days, including Saturdays, Sundays and Holidays.

The date of official receipt of leased/rented equipment by the WVDOH shall be considered the first day of lease/rental. The day immediately preceding the date on which leased/rented equipment WITH operator is officially returned to the owner shall be considered the last day of lease.

**3.2.4 Maintenance, Down Time and Risk of Loss:**

**3.2.4.1 Maintenance:** The Vendor shall provide fuel, oil and other lubricants necessary for the operation, maintenance and use of the equipment leased/rented from this contract. The Vendor shall be responsible for performance of regular, routine, preventive maintenance, according to the Manufacturer recommendations of equipment and parts/supplies associated with regular, routine, preventive maintenance activities.

**3.2.4.2 Down Time:** All such equipment inoperable by reason of the necessity of replacement of parts or repair of damage, as with normal maintenance, for a period of time greater than four hours shall be considered by the WVDOH as “down” and no payment shall be made by the WVDOH for the use of such equipment for such periods unless such “down time” is due to the negligence or lack of reasonable care by the WVDOH.

**3.2.4.3 Risk of Loss, Damage, Destruction or Theft:** The Vendor shall be responsible for maintenance of such equipment, for all loss to such equipment, destruction of or damage to such equipment and shall repair or replace any such equipment lost or destroyed.  
After the equipment is delivered to the WVDOH job site or WVDOH location identified on the Delivery Order by the Vendor, the WVDOH shall then be responsible for any loss of such equipment or any part of the equipment during the time that the equipment is not in use or is not required to be attended to by the Vendor’s operators. The WVDOH shall be responsible for the security of such equipment as limited to ordinary care.

**REQUEST FOR QUOTATION**  
**Equipment Lease/Rental WITH Operator**

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NOTE: Operators furnished by the Vendor per this contract, while under the direction of the WVDOH, shall remain the employees of and under the control of the Vendor and shall not be considered as agents of the WVDOH.

**4. DAY, WEEK, MONTH DEFINITION AND CALCULATION OF OVERTIME:** For owned equipment, the Vendor(s) shall be paid a lease/rental rate determined as follows.

**4.1** A workday for WVDOH lease/rental purposes is defined as 10 hours.

**4.2** A work week for WVDOH lease/rental purposes is defined as 50 hours.

**4.3** A work month for WVDOH lease/rental purposes is defined as 176 hours.

**4.4** Overtime rates shall be charged as a percentage above the normal workday or work week.

**4.4.1** Overtime for workday shall be calculated as follows:

**4.4.1.1** Hour 11 through hour 18 will be charged as the workday hourly rate plus 40%.

**4.4.1.2** Hour 19 to hour 24 will be charged as the workday hourly rate plus 60%.

**4.4.1.3** Once hour 24 is reached, a new lease/ rental day begins at the normal workday rate.

**4.4.1.4** Any overtime rates bid other than those stated above in 4.4.1.1 and 4.4.1.2 will not be accepted and could result in the disqualification of the Vendor's bid.

**4.4.2** Overtime for work week shall be calculated as follows:

**4.4.2.1** Hour 51 through hour 74 will be charged as the workweek hourly rate plus 30%.

**4.4.2.2** Hour 75 to hour 99 will be charged as the workweek hourly rate plus 50%.

**4.4.2.3** Once hour 100 is reached, a new lease/ rental work week begins at the normal weekly rate.

**4.4.2.4** Any overtime rates bid other than those stated above in 4.4.2.1 and 4.4.2.2 will not be accepted and could result in the disqualification of the Vendor's bid.

**REQUEST FOR QUOTATION  
Equipment Lease/Rental WITH Operator**

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**4.4.2.5** Any lease/rental charges above the work month of 176 hours shall be charged using the appropriate workday or work week rates.

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agencies with a lease/rental price, WITH Operator, on all Contract Items. A Contract shall be awarded to all responsible Vendors that provide the Contract Items for lease/rental, WITH Operator, which meet all required specifications of this contract.

**5.2 Pricing Pages and Information Attachment Form:** Vendors may bid any or all items on the Pricing Pages, Attachment A.

Vendors should submit their proposed pricing for each item bid, including Operator, as daily, weekly and/or monthly pricing along with the delivery fee on the Attachment A Pricing Page. Proposed pricing submitted in any other form other than what is requested on Attachment A Pricing Page shall be grounds to disqualify the Vendor's bid for the piece of equipment or the bid in its entirety.

Vendors should submit a description of the proposed equipment for each item bid on the Attachment A Pricing Page. This information should include the Manufacturer's Name, Model Number and Serial Number, where applicable.

Multiple pieces of equipment can be proposed/identified on one Pricing Page whether pricing is the same or varying prices.

Attachment B Form should identify the Vendor's base location and any other potential base locations where the equipment bid may be delivered by the Vendor. The Vendor should provide the 911 address or the most recent physical street address, city and state for each base location.

Counties serviced by the Vendor should be identified on the Attachment B Information Form. If specific counties are not identified on the Information Attachment B Form, it will be expected that the Vendor can service all counties in the State of WV.

Failure to provide this information on Attachment A and the Attachment B Form for each item bid may result in disqualification of award to the Vendor for that item or the bid in its entirety.

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.

REQUEST FOR QUOTATION  
Equipment Lease/Rental WITH Operator

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Vendor should electronically enter the information into Attachment A through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of Attachment A for bid purposes by sending an email request to the following address: [Kristv.E.James@wv.gov](mailto:Kristv.E.James@wv.gov)

- 5.3 Contract award transition:** Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Maintenance Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Maintenance Division to the Districts and Vendors, any Delivery Order issued toward the 2020 Equipment Lease/Rental WITH Operator Contracts shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts' and Vendors' notice, any Delivery Order that has not been completely filled by the Vendors from the 2020 Equipment Lease/Rental WITH Operator Contracts shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Order from the 2020 Equipment Lease/Rental WITH Operator Contracts should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

**6. ORDERING, INVOICING, 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.

At the time of need, the WVDOH will calculate the cost of leasing/renting the equipment, WITH Operator, plus the cost of delivery of said equipment from the Vendor's base location to the WVDOH job site and vendor preference, if applicable, and award the Delivery Order to the equipment owner with the least overall cost. The WVDOH shall record the Vendor's equipment serial number on the Delivery Order.

**REQUEST FOR QUOTATION  
Equipment Lease/Rental WITH Operator**

An example: WVDOH needs to lease/rent a CAT RM500 Reclaimer, WITH Operator, for six days (60 hours). Example bids received from Vendors are:

	Lease/Rental Rate of Equipment Without Delivery WITH Operator			Equipment Delivery Fee	
	\$ / DAY	\$ / WEEK	\$ / MONTH	1st Mile	Each Add. Mile
	up to 10 hours	up to 50 hrs	up to 176 hrs		
Vendor Red	\$ 2,500.00	\$ 10,000.00	\$ 36,080.00	\$ 300.00	\$ 10.00
Vendor Blue	\$ 2,750.00	\$ 9,900.00	\$ 36,000.00	\$ 450.00	\$ 15.00
Vendor Green	\$ 3,250.00	\$ 13,000.00	\$ 41,700.00	\$ -	\$ -

To calculate lease/rental, each vendor will be reviewed, and calculations made to determine the lowest bidder.

Estimate 6 days (60 hours) needed; travel 10 miles to site					
Vendor Red Calculation	\$ 2,500.00	\$ 10,000.00	\$ -	\$ 300.00	\$ 90.00
Vendor Blue Calculation	\$ 2,750.00	\$ 9,900.00	\$ -	\$ 450.00	\$ 135.00
Vendor Green Calculation	\$ 3,250.00	\$ 13,000.00	\$ -	\$ -	\$ -

The requested lease/rental is six days (60 hours), which equals one work week and one workday. The work week rate + the workday rate is \$12,500.00 for Vendor Red, \$12,650.00 for Vendor Blue and \$16,250.00 for Vendor Green. Then mobilization must be calculated: Vendor Red is \$300.00/1<sup>st</sup> mile + \$10.00 each additional mile x 9 miles = \$90.00; Vendor Blue is \$450.00/1<sup>st</sup> mile + \$15.00 each additional mile x 9 miles = \$135.00; and, Vendor Green has no mobilization charges. Add the workday, work week and mobilization for a total by vendor: Vendor Red is \$12,890.00; Vendor Blue is \$13,235.00 and Vendor Green is \$16,250.00 for lease/rental of the RM500 Reclaimer, WITH Operator, for six days. Vendor Red is the lowest bid.

Proximity of equipment to the WVDOH job site shall be a factor in determination of each Delivery Order. As explained in the preceding paragraphs, the Delivery Order will be issued to the lowest bidder; however, it is understood between the WVDOH and all Vendors whose bids are accepted, in the event that the low bidder for any given job is unable to perform, the Delivery Order will be cancelled and given to the next lowest bidder. In the event that no bidder can be found to perform the duties and obligations under this contract, then the Delivery Order may be cancelled and the lease/rental for the needed equipment may be bid on the open market.

**6.2 Invoicing:**

**REQUEST FOR QUOTATION**  
**Equipment Lease/Rental WITH Operator**

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- 6.2.1** Invoicing shall be at a minimum of no less than one lease/rental day. Equipment lease/rented for one lease/rental day shall equal four or more hours as described in Section 3.2.3, "Lease/Rental Period", of this contract.
- 6.2.2** Equipment leased/rented for one lease/rental week shall be invoiced at the weekly lease/rental rate or the number of lease/rental days times the daily lease/rental rate, whichever is less.
- 6.2.3** Equipment leased/rented for more than one lease/rental week, but less than one lease/rental month shall be invoiced at the monthly lease/rental rate or the number of lease/rental weeks times the weekly lease/rental rate including any period less than a multiple of seven days, whichever is less.
- 6.2.4** Equipment leased/rented for one lease/rental month or more shall be invoiced at the monthly rate. If the lease/rental period is not a multiple of thirty lease/rental days, each day in excess of the multiple shall be evaluated as one-thirtieth of a lease/rental month.
- 6.2.5** An invoice submitted to the WVDOH shall include the following:
- a) The beginning date and the ending date of the lease/rental period.
  - b) The number of lease/rental days in the invoicing period.
  - c) The number of equipment downtime days in the invoicing period.
  - d) The make, model and serial number of the leased equipment being invoiced as identified on the Vendor's contract.
  - e) The total owed to the Vendor and the method of calculation.

**NOTE 1:** The WVDOH will supply the equipment owner with the downtime days in any calendar month within ten days following the end of the calendar month or within two days following termination of a lease/rental, whichever is appropriate. The owner may obtain this information sooner by calling the WVDOH District that is leasing/renting the equipment.

**NOTE 2:** The period of need for leased/rented equipment as specified on the Delivery Order is only an estimate of need and shall not be used for invoicing purposes. Payment shall only be made for actual leased/rented days.

- 6.3 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

**REQUEST FOR QUOTATION**  
**Equipment Lease/Rental WITH Operator**

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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:** Vendor shall deliver standard orders within 48 hours after orders are received. Vendor shall deliver emergency orders within an agreed upon acceptable timeframe by the Vendor and the WVDOH after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**7.1.1 Acceptance, Beginning of Lease/Rental Period:** Upon delivery of each item of equipment by the Vendor to the location described in the Delivery Order, the WVDOH shall test and inspect the equipment. If such item of equipment is found to be in good order, the WVDOH shall accept such item of equipment and acknowledge the same in whatever form reasonably required by the Vendor. Such item of equipment shall be deemed to have been delivered to and accepted by the WVDOH on the date specified in such acknowledgement and the term of the Delivery Order and this contract shall be deemed to begin on that date.

**7.2 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 a third party.

**7.3 Delivery Payment/Risk of Loss:** Standard order delivery or emergency delivery shall be as per Section 5.1 of these specifications. Vendor shall include the cost of standard order delivery charges in its bid pricing as directed in Section 3.2.2, "Mobilization", of these specifications and is not permitted to charge the Agency separately for such delivery.

**7.4 Return of Equipment:** Upon the completion of the project, the WVDOH will return the leased/rented equipment, at its expense to the Vendor at the original location at which such equipment was delivered to the WVDOH. The equipment must be washed and clean upon return to the vendor.

**7.5 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, such as the Vendor delivering a piece of equipment that was not bid for lease/rent on this contract, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either decide 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. All returns of

**REQUEST FOR QUOTATION**  
**Equipment Lease/Rental WITH Operator**

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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 lease/rental price, at the Agency's discretion.

- 7.6 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 leased/rentable condition. Items shall be deemed to be in a leased/rentable condition. Any restocking fee for leased/rented equipment used by the WVDOH shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned equipment.

**8. VENDOR DEFAULT:**

- 8.1** The following shall be considered a vendor default under this Contract.
- 8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
  - 8.1.2** Failure to comply with other specifications and requirements contained herein.
  - 8.1.3** Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this contract.
  - 8.1.4** Failure to remedy deficient performance upon request.
- 8.2** The following remedies shall be available to Agency upon default:
- 8.2.1** Immediate cancellation of the Contract.
  - 8.2.2** Immediate cancellation of one or more Delivery Orders issued under this Contract.
  - 8.2.3** Any other remedies available in law or equity.

**9. MISCELLANEOUS:**

- 9.1 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.

**REQUEST FOR QUOTATION**  
**Equipment Lease/Rental WITH Operator**

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- 9.2 Vendor Supply:** Vendor must carry enough 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.
- 9.3 Inspection of Equipment:** The Vendor shall have the right, during normal working hours, to the extent of the WVDOH's authority, to enter upon the premises where the said equipment is located for the purpose of inspecting the lease/rented equipment.
- 9.4 Damage beyond the control of the WVDOH:** The WVDOH shall not be liable for damage to or loss of any leased/rented equipment resulting from lightning, Acts of God, riots, strikes or other causes beyond the WVDOH's control.
- 9.5 Insurance:** The Vendor shall be responsible for insurance coverage per Section 3.2.4.3 of these specifications. However, if any said piece of equipment or any part thereof, shall be lost, destroyed or stolen by reason of the negligence of or lack of ordinary care on the part of the WVDOH, the WVDOH is insured by the Board of Risk and Insurance Management and insurance coverage will be provided by that agency only for long term, over thirty consecutive days of equipment lease/rental whereby, the WVDOH will, at its option, either replace or pay to the Vendor the fair market value of any of the said equipment or any part thereof
- 9.6 Liens:** The WVDOH shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge and encumbrance or claim on or with respect to the lease/rented equipment, except with respect to the respective rights of the Vendor and the WVDOH.
- 9.7 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items leased/rented, quantities of items leased/rented and total dollar value of the items leased/rented. Vendor shall also provide reports, upon request, showing the items leased/rented during the term of this Contract, the quantity leased/rented for each of those items and the total value of lease/rental for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

REQUEST FOR QUOTATION  
Equipment Lease/Rental WITH Operator

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- 9.8 Contract Manager:** During its performance of this Contract, the 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: Brittany Dean  
Telephone Number: 803-792-4496  
Fax Number: 803-866-0603  
Email Address: brittany@andersonunderbridge.com



**West Virginia Department of Transportation  
Division of Highways**

**Standard Specifications Order Form**

**Ordering Instructions:**

Copies of the *2017 Standard Specifications Roads and Bridges* and latest **Supplemental Specifications** may be purchased by completing this form, indicating the number of books desired, along with proper mailing and billing information.

Submit completed form by e-mail [DOHSpecifications@wv.gov](mailto:DOHSpecifications@wv.gov), or mail to:

Contract Administration Division  
1900 Kanawha Boulevard East  
Building Five, Room 840  
Charleston, WV 25305

**Order Form:**

Delivery Method (check one):      Pick-up                       Mail  (S&H fees apply – see below)

Payment Method (check one):      Invoice                       Check  (payable to: WV Division of Highways)

Number of Copies	Title	Price Each	Total
	<b>2017 Standard Specifications Roads and Bridges</b>	\$15.00	
	<b>Supplemental Specifications, Latest Edition</b>	\$5.00	
Shipping and Handling (S&H) *			
* 1-9 Items = \$5.00    10+ Items = \$10.00			
<b>Total Amount Due</b>			

NOTICE: The *2017 Standard Specifications Roads and Bridges* and *Supplemental Specifications* are available free of charge on the [Specifications Webpage](#).

**Customer Information:**

Company Name: \_\_\_\_\_  
 ATTENTION: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

For Office Use Only (Do not write in the space below)				
Order Filled By:			Date:	
REC ORG	AUTH	ACT	OBJ	P/N
0064	COTH126	126	021	N

**Vendor Should Type Pricing Page Schedule**

10/22/2019  
Attachment A

**Equipment Rental/Lease WITH Operator**

ARQM DOT2000000005-6620C015

Equipment Description	WITH OPERATOR Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ WITH Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. MI.
AERIAL BUCKET TRUCK Highway Rated TRK. MTD Versalift SST-40-EIH or similar 45ft working ht. 1-1/2 man bucket min. Insulated articulating boom Boom Rotation @ level position. No CDL required							
AERIAL BUCKET TRUCK Highway Rated TRK. MTD 50' Reach Min. 43.5' Radius 360 degrees Boom Rotation @ level position							
AERIAL BUCKET TRUCK Highway Rated TRK. MTD 50' Reach Min. 43.5' Radius 360 degrees Boom Rotation @ level position							
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 40' Reach Min. 360 degrees Boom Rotation @ level position							
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 40' Reach Min. 360 degrees Boom Rotation @ level position							
AERIAL PLATFORM TRUCK Elliot Model L55-R or similar 55ft boom length min. Rear mounted turret							
AERIAL PLATFORM TRUCK Highway Rated TRK. MTD 55' Reach Min. 360 degrees Boom Rotation @ level position							
AERIAL PLATFORM TRUCK Elliott Model G50 or similar							
AERIAL PLATFORM TRUCK							

**Vendor Should Type Pricing Page Schedule**

10/22/2019  
Attachment A

**Equipment Rental/Lease WITH Operator**

ARQM DOT2000000005-6620C015

Equipment Description	WITH OPERATOR Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ WITH Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. MI.
Elliott Model L55 or similar							
AUGER Track Mtd.							
AUGER Truck Mtd.							
BACKHOE Crawler Mech./Hyd. 0.75 Cyd. 24,000 lbs. - 28,000 lbs. Working Weight							
BACKHOE Crawler Mech./Hyd. 0.75 Cyd. 29,000 lbs. - 35,800 lbs. Working Weight							
BACKHOE Crawler Mech./Hyd. 1.00 Cyd. 36,000 lbs. - 40,000 lbs. Working Weight							
BACKHOE Crawler Mech./Hyd. 1.25 Cyd., 128 - 141 HP 42,700 lbs. - 45,900 lbs. Working Weight							
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 24,400 lbs. - 35,800 lbs. Excavator Size							
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 36,000 lbs. - 42,900 lbs. Excavator Size							
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 43,000 lbs. - 60,000 lbs. Excavator Size							
BACKHOE (HY-RAM) Crawler 2,000 ft./lbs. min. 61,000 lbs. - 80,000 lbs. Excavator Size							
BACKHOE Crawler 1.25 Cyd. 128-141 HP							

**Vendor Should Type Pricing Page Schedule**

10/22/2019

Attachment A

**Equipment Rental/Lease WITH Operator**

ARQM DOT2000000005-6620C015

Equipment Description	WITH OPERATOR Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ WITH Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
42,700 lbs - 75,900 lbs.							
BACKHOE Crawler with a thumb							
BACKHOE LOADER Rubber Tired 55-85 DHP							
BACKHOE LOADER (HY-RAM) Mtd. Hyd. Breaker 55-85 DHP D							
BACKHOE LOADER (HO-RAM) Mtd. Air Breaker 1,000 ft./lbs. min.							
BACKHOE LOADER TRACTOR - Compact Rubber Tired 20-30 HP max. height - 83"							
BRUSH CHIPPER - up to 49 hp Cutting size - 12" in diameter.							
BRUSH CHIPPER - from 50 hp to 85 hp Cutting size - 12" in diameter.							
BULLDOZER Crawler GD 65 -75 DHP D							
BULLDOZER Crawler GD 80 -90 DHP D							
BULLDOZER Crawler GD 100 -120 DHP D							
BULLDOZER Crawler GD 130 -140 DHP D							
BULLDOZER Crawler TC 150 - 250 EHP D							
BULLDOZER Crawler/Ripper TCP 181 - 250 EHP D							
BULLDOZER Crawler/Winch TCP 181 - 250 EHP D							
CHIP SPREADER SP							

**Vendor Should Type Pricing Page Schedule**

10/22/2019  
Attachment A

**Equipment Rental/Lease WITH Operator**

ARQM DOT2000000005-6620C015

Equipment Description	WITH OPERATOR Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ WITH Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. MI.
COLD MILLING - Stabilizer/Recycler BOMAG MPH 364 R-2 or similar							
CONCRETE PUMP Trk. Mtd. w/hoses, w/o boom							
CONCRETE PUMP Trk. Mtd. w/hoses, w/o boom, up to 30 meters							
CONCRETE PUMP Trk. Mtd. w/hoses, w/o boom, over 30 meters							
CRANE 10 T Hyd. Trk. Mtd. min. 18' Bed							
CRANE 12 - 1/2 T Hyd. Trk. Mtd. min. 18' Bed							
CRANE 14 T Hyd. Trk. Mtd. min. 18' Bed							
CRANE 15 - 25 T Hyd. Rough Terrain							
CRANE 20 - 25 T Cable D Crawler							
CRANE 25 - 30 T Cable, Trk. Mtd. G							
CRANE 30 T Hyd. Trk. Mtd. D							
CRANE 35 T Hyd. Trk. Mtd. D							
CRANE 40 T Hyd. Trk. Mtd. D							
CRANE 50 T Hyd. Trk. Mtd. D							
CRANE 60 T Hyd. Trk. Mtd. D							
CRANE 75 T Hyd.							

**Vendor Should Type Pricing Page Schedule**

10/22/2019  
Attachment A

**Equipment Rental/Lease WITH Operator**  
ARQM DOTZ000000005-6820C015

Equipment Description	WITH OPERATOR Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ WITH Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
Trk. Mtd. D							
CRANE 90 T Hyd.							
Trk. Mtd. D							
CRANE 100 T Hyd.							
Trk. Mtd. D							
CRANE 110 T Hyd.							
Trk. Mtd. D							
CRANE 120 T Hyd.							
Trk. Mtd. D							
CRANE 150 T Hyd.							
Trk. Mtd. D							
CRANE 165 T Hyd.							
Trk. Mtd. D							
CRANE 15 - 20 T							
Trk. Mtd. Boom							
CRANE 21 - 25 T							
Trk. Mtd. Boom							
CRANE 30 T							
Teleboom SP							
CRANE 35 T							
Teleboom SP							
CRANE 50 T							
Teleboom SP							
CULVERT CLEANER							
Trk. Mtd. min. 1,500 gal. tank, 1,400 PSI min.							
CULVERT CLEANER							
Trk. Mtd. 65 - 80 GPM 2,000 PSI min.							
CULVERT CLEANER							
Jetter and Vacuum Truck							
EQUIPMENT TRAILER							
10,000 lbs or less, tilt style deck							

**Vendor Should Type Pricing Page Schedule**

10/22/2019  
Attachment A

**Equipment Rental/Lease WITH Operator**

ARQM DOT200000005-6820C015

Equipment Description	WITH OPERATOR Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ WITH Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
16ft - 18 ft length to attach to a pintle hitch EQUIPMENT TRAILER 12,000 lbs - 14,000 lbs, tilt style deck 16ft - 18 ft length to attach to a pintle hitch							
EQUIPMENT TRAILER 14,000 GVWR 16' + 2' dovetail, with 24" wide x 60" wide long stand-up ramps with support leg and stand-up bar, spring assisted							
EXCAVATOR - TELEBOOM Track Mtd. SP 0.5 Cyd. D							
EXCAVATOR - TELEBOOM Truck Mtd. SP 0.5 Cyd. D							
EXCAVATOR w/McMillen extreme duty earth auger or similar							
EXCAVATOR Mini-Hyd. Track Mtd. 2,600 lbs. max.							
EXCAVATOR Mini-Hyd. Track Mtd. 6,500 lbs. max.							
EXCAVATOR - 1/8 Cyd. 30 HP D Track Width 5' out-to-out							
EXCAVATOR - 1/5 Cyd. 44 HP 11,000 lbs. Track Width 6' out-to-out							
EXCAVATOR - 1/4 Cyd. 55 HP D 14,000 lbs. Bucket, Track Width 6' out-to-out							
EXCAVATOR ATTACHMENT Plate compactor for 15,000-20,000 lb excavator							
EXCAVATOR ATTACHMENT Hydraulic hammer for 15,000-20,000 lb excavator							
FLATBED TRUCK 1 Ton minimum with 22 ft. bed length minimum							
FORKLIFT TRUCK							

**Vendor Should Type Pricing Page Schedule**

10/22/2019

**Equipment Rental/Lease WITH Operator**

**Attachment A**

ARQM DOT2000000005-6620C015

Equipment Description	WITH OPERATOR Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ WITH Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
Rough Terrain, 5 - 10 K lb. lift cap.							
HAMMER (DELMAG) PILE-D. D8-22							
LOWBOY with two drops in deck height - min 35 T							
MANLIFT SP 40 ft.							
MANLIFT SP 60 ft.							
MANLIFT SP 80 ft.							
MANLIFT SP 125 ft. minimum to 135 ft. maximum							
MOTOR GRADER 35,000-45,000 lbs. class							
PATCH TRAILER DuraPatcher or similar							
PATCH TRUCK DuraMAXX or similar							
PAVER - HOT MIX ASPHALT Rubber-tired Paver							
PAVER - HOT MIX ASPHALT Track Paver							
RADIO REMOTE CONTROLLED TRACK LOADER Min. 20HP - 44" max. overall height							
ROCK WAGON 20 - 30 T							
ROLLER 5 Ton with 2 steel drums							
ROLLER 10-15 Tons with 2 steel drums							

**Vendor Should Type Pricing Page Schedule**

10/22/2019  
Attachment A

**Equipment Rental/Lease WITH Operator**

ARQM DOT2000000005-6620C015

Equipment Description	WITH OPERATOR Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ WITH Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
ROLLER 5 - 6 T PNEUTR TOW/Trk. Mtd.							
ROLLER 10 T PNEUTR							
ROLLER 7-15 T PNEUTR, Articulated							
ROLLER SP PNEUTR - 10K GVW G							
ROLLER SP PNEUTR - 20K GVW G							
ROLLER - TRENCH VIB Dual Drum Approx. 10 HP, Approx. 2.5ft W x 8.3 ft L							
ROLLER - VIB SP 1 Drum 2XL 10 - 15 K GVW D							
ROLLER - VIB SP 1 Drum 2XL 10 - 20 K GVW D							
SHADOW TRUCK w/Attenuator min. 30,000 GVW							
SHOULDER MAINTAINER SP w/G (min. 67 HP) or w/D (min. 46 HP) asphalt or stone width, 1' to 6' and 6" to 12" depth							
CAT RMS00B Reclaimer Stabilizer or similar 546 HP Cutting/Mixing Width : 96" Max cutting Mixing Depth: 20"							
STABILIZER (BO-MAG) SP 250 HP min.							
STRAW / MULCH BLOWER Trk. Mtd.							
STREET SWEEPER SP 3.0 Cyd. (min.)							

**Vendor Should Type Pricing Page Schedule**

10/22/2019  
Attachment A

**Equipment Rental/Lease WITH Operator**

ARQM DOT2000000005-6620C015

Equipment Description	WITH OPERATOR Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ WITH Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
STREET SWEEPER SP 8.0 Cyd. (min.)							
STREET SWEEPER Trlr. Type							
STREET SWEEPER - HYDROSTATIC Elgin Pelican III or similar							
STREET SWEEPER - Towable Self-Propelled							
STREET SWEEPER - Truck-Mounted 4.0 C.Y. Min. hopper cap., water-spray system for dust control Side/curb brooms & rear/center broom, 11,000 lbs - 33,000 lbs							
TRACTOR John Deere 6200 or similar							
Boom Mower Attachment to be used with the above Tractor							
Flail Mower Attachment to be used with the above Tractor							
Disc mower to be used with the above Tractor							
Sicklebar Mower Attachment to be used with the above Tractor							
TRAILER 6 tons with ramps, minimum 18' length, 8.5' width							
TRAILER - LowBoy 35 - 50 ton - pony motor. self contained hydraulics							
TRENCH PAVER Base Widening Machine							
Truck (Box Delivery) 24ft length box min. No CDL required							
Truck (Dump) 1-Axle							
Truck (Dump) 2-Axles							

**Vendor Should Type Pricing Page Schedule**

10/22/2019

**Attachment A**

**Equipment Rental/Lease WITH Operator**

ARQM DOT200000005-6620C015

Equipment Description	WITH OPERATOR Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ WITH Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
Truck (Dump)							
3-Axles							
TRUCK - Heavy Industrial							
2 Axle Steel Bed							
TRUCK - Heavy Industrial							
3 Axle Steel Bed							
TRUCK - Heavy Industrial							
4 Axle Steel Bed							
TRUCK - Heavy Industrial							
5 Axle Steel Bed							
TRUCK - Heavy Industrial							
2 Axle Aluminum "V" Bed							
TRUCK - Heavy Industrial							
3 Axle Aluminum "V" Bed							
TRUCK - Heavy Industrial							
4 Axle Aluminum "V" Bed							
TRUCK - Heavy Industrial							
5 Axle Aluminum "V" Bed							
TRUCK - Water							
Tanker - min 1500 gallons							
UNDERBRIDGE INSPECTION UNIT							
Small Bucket Type							
30 ft. min. to 32 ft. max. horizontal reach							
(Including operator AND driver)							
UNDERBRIDGE INSPECTION UNIT							
Small Bucket Type							
33 ft. min. to 40 ft. max. horizontal reach							
(Including operator AND driver)							
UNDERBRIDGE INSPECTION UNIT							
Medium Bucket Type							

**Vendor Should Type Pricing Page Schedule**

10/22/2019  
Attachment A

**Equipment Rental/Lease WITH Operator**  
ARQM DOT200000005-6620C015

Equipment Description	WITH OPERATOR Equipment Offered for Lease/Rental		Lease/Rental Rate of Equipment Without Delivery/ WITH Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. MI.
41 ft. min. to 52 ft. max. horizontal reach (including operator AND driver)							
UNDERBRIDGE INSPECTION UNIT Medium Bucket Type 53 ft. min. to 62 ft. max. horizontal reach (including operator AND driver)							
UNDERBRIDGE INSPECTION UNIT Large Bucket Type 63 ft. min. to 75 ft. max. horizontal reach (including operator AND driver)							
UNDERBRIDGE PLATFORM Trailer Mtd., Hyd. SP Min. 20 ft. horizontal reach							
UNDERBRIDGE PLATFORM Trailer Mtd., Hyd. SP Min. 30 ft. horizontal reach							
UNDERBRIDGE PLATFORM Trailer Mtd., Hyd. SP Min. 40 ft. horizontal reach							
UNDERBRIDGE PLATFORM Trailer Mtd., Hyd. SP Min. 50 ft. horizontal reach							
UNDERBRIDGE PLATFORM Trailer Mtd., Hyd. SP Min. 60 ft. horizontal reach							
UNDERBRIDGE PLATFORM Truck Mtd., Hyd. Min. 23 ft. horizontal reach (driver to be included)							
VACUUM/SPRAY UNIT Trk. Mtd. min. 1,000 gal. tank min. 60 gpm 4 ft. teleboom w/swivel/rotating hose reel							
VACUUM/STREET SWEEPER Self-Propelled, 4 Cyd., Gas, 5 ft wide path							
VACUUM TRUCK/JETT-RODDER							

# Equipment Rental/Lease WITH Operator

## Attachment B Mandatory Information Form ARQM DOT2000000005

**Base Location:**

The Vendor should identify their base location and any other potential base locations where the equipment bid may be delivered by the Vendor. The Vendor should provide the 911 address or the most recent physical street address, city and state for the base location(s). If the Vendor fails to provide the base location(s) on the Information Attachment Form, the Vendor's bid may be disqualified. If additional space is needed for additional base locations, you may duplicate this page. This list does not determine sole base locations for a Vendor, but provides a base for determining potential mileage.

Vendor Base Location:	
Vendor Base Location:	
Vendor Base Location:	

**Counties Bid:**

Vendor should indicate the County, Counties or Statewide serviced by the Vendor for lease/rent of equipment to the WVDOH by placing an "X" or "✓" beside the County, Counties or Statewide. If the Vendor fails to indicate which County or Counties, it will be expected that the Vendor can service Statewide in the State of WV.

	STATEWIDE			
	Barbour		Kanawha	Pocahontas
	Berkeley		Lewis	Preston
	Boone		Lincoln	Putnam
	Braxton		Logan	Raleigh
	Brooke		McDowell	Randolph
	Cabell		Marion	Ritchie
	Calhoun		Marshall	Roane
	Clay		Mason	Summers
	Doddridge		Mercer	Taylor
	Fayette		Mineral	Tucker
	Gilmer		Mingo	Tyler
	Grant		Monongalia	Upshur
	Greenbrier		Monroe	Wayne
	Hampshire		Morgan	Webster
	Hancock		Nicholas	Wetzel
	Hardy		Ohio	Wirt
	Harrison		Pendleton	Wood
	Jackson		Pleasants	Wyoming
	Jefferson			

