



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 569923

Solicitation Description : PROJECT PREP SITE WORK / MAINTENANCE BY THE VENDOR 6619C054

Proc Type : Agency Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-05-24 13:30:00	SR 0803 ESR04221900000004848	1

VENDOR
VS0000018127 TURMAN MORTON INC

Solicitation Number: ARFQ 0803 DOT1900000042

Total Bid : \$0.00 **Response Date:** 2019-05-24 **Response Time:** 12:22:34

Comments: Please see attached unit price bid sheet for individual unit bid prices per the request for bids. Since an entry in the "unit price" field of the "Respond to Lines" dialog box was required to continue, we entered \$0.00 in the field and hereby refer to the attachments.

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

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	PROJECT PREP SITE WORK / MAINTENANCE BY THE VENDOR	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
72141003			

Extended Description :	PROJECT PREP SITE WORK / MAINTENANCE BY THE VENDOR 6619C054 PER THE ATTACHED PRICING PAGES AND INFORMATION ATTACHMENT FORMS
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CERTIFICATION AND SIGNATURE PAGE

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contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated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

TURMAN MORTON, INC.
(Full Company Name)


(Authorized Signature)

JAMES B. TURMAN, EXECUTIVE VICE PRESIDENT
(Print or Type Name and Title of Signatory)

304-733-1335
(Phone Number)

304-733-1331
(Fax Number)

bturman@tmiconstruct.com
(Email address)

5/20/19
(Date)

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

EXHIBIT AA, INFORMATION ATTACHMENT FORM
Project Preparation Site work/Maintenance with Labor by the Vendor
Vendor's Storage Sites

DITCHING

VENDOR NAME Turman Morton, Inc.

Mandatory - Vendor shall complete this form and return with bid submission.

If a Vendor will be sourcing multiple Base of Operations for Ditching service and ALL pricing is the same, ALL Locations can be listed on one Exhibit AA, Information Attachment Form and one Exhibit A, Pricing Page is acceptable. If a Vendor will be sourcing multiple Base of Operations, at varying prices, a separate Exhibit AA, Information Attachment Form and Exhibit A, Pricing Page is required.

Vendor's Base of Operation Location:

Turman Morton, Inc.
536 Peyton St.
P.O. Box 483
Barboursville WV 25504

Vendor's Base of Operation Location:

Vendor's Base of Operation Location:

Vendor's Base of Operation Location:

EXHIBIT BB, INFORMATION ATTACHMENT FORM
Project Preparation Site work/Maintenance with Labor by the Vendor
Vendor's Storage Sites

PIPE REPAIR/REPLACEMENT

VENDOR NAME Turman Morton, Inc.

Mandatory - Vendor shall complete this form and return with bid submission.

If a Vendor will be sourcing multiple Base of Operations for Pipe Repair/Replacement service and ALL pricing is the same, ALL Locations can be listed on one Exhibit BB, Information Attachment Form and one Exhibit A, Pricing Page is acceptable. If a Vendor will be sourcing multiple Base of Operations, at varying prices, a separate Exhibit BB, Information Attachment Form and Exhibit A, Pricing Page is required.

Vendor's Base of Operation Location:

Turman Morton, Inc.
536 Peyton St.
P.O. Box 483
Barboursville WV 25504

Vendor's Base of Operation Location:

Vendor's Base of Operation Location:

Vendor's Base of Operation Location:

REQUEST FOR QUOTATION
Project Preparation Site Work/Maintenance with Labor by the Vendor

9.2.2 Immediate cancellation of one or more Delivery Orders issued under this Contract.

9.2.3 Any other remedies available in law or equity.

10. MISCELLENOUS:

10.1 No Substitutions: The Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

10.2 Vendor Supply: The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.

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

10.4 Contract Manager: During its performance of this Contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the 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. The Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Brian Morton 
Telephone Number: 304-733-1335
Fax Number: 304-733-1331
Email Address: bmorton@tmiconstruct.com

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Turman Morton, Inc.

Authorized Signature: [Signature] Date: 5/20/19

State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 20th day of May, 2019.

My Commission expires April 11, 2024.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV058183

Classification:

GENERAL ENGINEERING

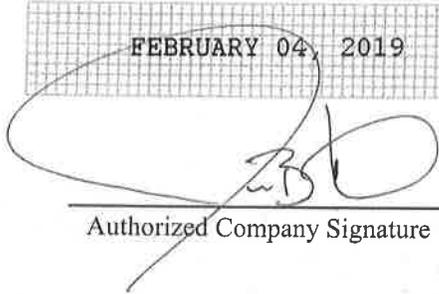
TURMAN MORTON INC
DBA TURMAN MORTON INC
PO BOX 483
BARBOURSVILLE, WV 25504

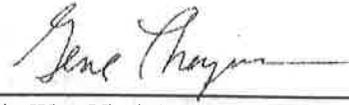
Date Issued

Expiration Date

FEBRUARY 04, 2019

FEBRUARY 04, 2020


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ARFQ DOT1960000042

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" 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.

Turman Horton, Inc.
Full Company Name

[Signature]
Authorized Signature

5/20/19
Date

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

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

ITEM NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST
	DITCHING		
1-A	Ditching shall meet the requirements of Attachment A	Shoulder Mile	24000
1-B	Correcting Deep Ditches shall meet the requirements of Attachment B	Ton	84
1-C	Restoring Shoulders and Shoulder stone shall meet the requirement of Attachment C	Ton	84
1-D	Shoulder Stone Placement shall meet the requirements of Attachment D	Ton	72
2-A	Ditching Haul by Vendor for Item 1-B, 1-C and 1-D, First Ton Mile	Ton Mile	40
2-B	Ditching Haul by Vendor for Item 1-B, 1-C and 1-D, Each Additional Mile	Ton Mile	1.5
3-A	Ditching Waste Haul by Vendor per truck/driver	Hour	108
4-A	Ditching Daytime Mobilization		
4-A1	Ditching Daytime Mobilization - Cabell County	Lump Sum	1800
4-A2	Ditching Daytime Mobilization - Lincoln County	Lump Sum	1800
4-A3	Ditching Daytime Mobilization - Logan County	Lump Sum	2160
4-A4	Ditching Daytime Mobilization - Mingo County	Lump Sum	2160
4-A5	Ditching Daytime Mobilization - Wayne County	Lump Sum	1800
4-B	Ditching Nighttime Mobilization		
4-B1	Ditching Nighttime Mobilization - Cabell County	Lump Sum	2100
4-B2	Ditching Nighttime Mobilization - Lincoln County	Lump Sum	2100
4-B3	Ditching Nighttime Mobilization - Logan County	Lump Sum	2400
4-B4	Ditching Nighttime Mobilization - Mingo County	Lump Sum	2400
4-B5	Ditching Nighttime Mobilization - Wayne County	Lump Sum	2100
5-A	Ditching On-Site Mobilization	Hourly	180
6-A	Ditching Maintaining Traffic Pilot Truck and Driver	DAY	240
6-B	Ditching Maintaining Traffic Traffic Control Devices	UNIT	2
6-C	Ditching Maintaining Traffic Flagger	HOUR	66
6-D	Ditching Maintaining Traffic Arrow Board	DAY	96
	PIPE REPAIR/REPLACEMENT		
	Pipe Repair/Replacement shall meet the requirements of Attachment E		
	per the following range tiers:		
7-A	15" Type F Trench	Linear Foot	72
7-B	18" Type F Trench	Linear Foot	72
7-C	24" Type F Trench	Linear Foot	72
7-D	30" Type F Trench	Linear Foot	84
7-E	36" Type F Trench	Linear Foot	84
7-F	42" Type F Trench	Linear Foot	84
7-G	48" Type F Trench	Linear Foot	96
7-H	54" Type F Trench	Linear Foot	96
7-I	60" Type F Trench	Linear Foot	96
8-A	Pipe Repair/Replacement backfill for F Trench	Cubic Yard	264
9-A	Safe Access and Egress Surcharge depth of 5-foot to 10-foot	Lump Sum	2400
9-B	Safe Access and Egress Surcharge depth of greater than 10-foot not to exceed 15-foot	Lump Sum	NB
9-C	Safe Access and Egress Surcharge depth of greater than 15-foot not to exceed 20-foot	Lump Sum	NB
10-A	Pipe Repair/Replacement Waste Haul by Vendor per truck/driver	Hour	108
11-A	Pipe Repair/Replacement Daytime Mobilization		
11-A1	Pipe Repair/Replacement Daytime Mobilization - Cabell County	Lump Sum	1800
11-A2	Pipe Repair/Replacement Daytime Mobilization - Lincoln County	Lump Sum	1800
11-A3	Pipe Repair/Replacement Daytime Mobilization - Logan County	Lump Sum	2160
11-A4	Pipe Repair/Replacement Daytime Mobilization - Mingo County	Lump Sum	2160
11-A5	Pipe Repair/Replacement Daytime Mobilization - Wayne County	Lump Sum	1800

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

ITEM NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST
11-B	Pipe Repair/Replacement Nighttime Mobilization		
11-B1	Pipe Repair/Replacement Nighttime Mobilization - Cabell County	Lump Sum	2100
11-B2	Pipe Repair/Replacement Nighttime Mobilization - Lincoln County	Lump Sum	2100
11-B3	Pipe Repair/Replacement Nighttime Mobilization - Logan County	Lump Sum	2400
11-B4	Pipe Repair/Replacement Nighttime Mobilization - Mingo County	Lump Sum	2400
11-B5	Pipe Repair/Replacement Nighttime Mobilization - Wayne County	Lump Sum	2100
12-A	Pipe Repair/Replacement On-Site Mobilization	Hourly	180
13-A	Pipe Repair/Replacement Maintaining Traffic Pilot Truck and Driver	DAY	240
13-B	Pipe Repair/Replacement Maintaining Traffic Traffic Control Devices	UNIT	2
13-C	Pipe Repair/Replacement Maintaining Traffic Flagger	HOUR	66
13-D	Pipe Repair/Replacement Maintaining Traffic Arrow Board	DAY	96
	ASPHALT PAVEMENT REPAIR		
14-A	Pot Hole Repair shall meet the requirements of Attachment F		
14-A1	Pot Hole Repair 0 to 50 square yards, per mile	Unit	NB
14-A2	Pot Hole Repair 51 to 250 square yards, per mile	Unit	NB
14-A3	Pot Hole Repair 251 to 500 square yards, per mile	Unit	NB
14-A4	Pot Hole Repair greater than 501 square yards, per mile	Unit	NB
14-B	Base Failure Repair shall meet the requirements of Attachment G		
14-B1	Base Failure Repair 0 to 50 square yards, per mile, asphalt	Unit	NB
14-B2	Base Failure Repair 51 to 250 square yards, per mile, asphalt	Unit	NB
14-B3	Base Failure Repair 251 to 500 square yards, per mile, asphalt	Unit	NB
14-B4	Base Failure Repair greater than 501 square yards, per mile, asphalt	Unit	NB
14-B5	Base Failure Repair 0 to 50 square yards, stone	Square Yard	NB
14-B6	Base Failure Repair 51 to 250 square yards, stone	Square Yard	NB
14-B7	Base Failure Repair 251 to 500 square yards, stone	Square Yard	NB
14-B8	Base Failure Repair greater than 501 square yards, stone	Square Yard	NB
14-C	Edge Failure Repair shall meet the requirements of Attachment H		
14-C1	Edge Failure Repair 0 to 50 square yards, per mile	Unit	NB
14-C2	Edge Failure Repair 51 to 250 square yards, per mile	Unit	NB
14-C3	Edge Failure Repair 251 to 500 square yards, per mile	Unit	NB
14-C4	Edge Failure Repair greater than 501 square yards, per mile	Unit	NB
15-A	Asphalt Pavement Repair Haul by Vendor First Ton Mile	Ton Mile	NB
15-B	Asphalt Pavement Repair Haul by Vendor Each Additional Mile	Ton Mile	NB
16-A	Asphalt Pavement Repair Waste Haul by Vendor per truck/driver	Hour	NB
17-A	Asphalt Pavement Repair Daytime Mobilization		
17-A1	Asphalt Pavement Repair Daytime Mobilization - Cabell County	Lump Sum	NB
17-A2	Asphalt Pavement Repair Daytime Mobilization - Lincoln County	Lump Sum	NB
17-A3	Asphalt Pavement Repair Daytime Mobilization - Logan County	Lump Sum	NB
17-A4	Asphalt Pavement Repair Daytime Mobilization - Mingo County	Lump Sum	NB
17-A5	Asphalt Pavement Repair Daytime Mobilization - Wayne County	Lump Sum	NB
17-B	Asphalt Pavement Repair Nighttime Mobilization		
17-B1	Asphalt Pavement Repair Nighttime Mobilization - Cabell County	Lump Sum	NB
17-B2	Asphalt Pavement Repair Nighttime Mobilization - Lincoln County	Lump Sum	NB
17-B3	Asphalt Pavement Repair Nighttime Mobilization - Logan County	Lump Sum	NB
17-B4	Asphalt Pavement Repair Nighttime Mobilization - Mingo County	Lump Sum	NB
17-B5	Asphalt Pavement Repair Nighttime Mobilization - Wayne County	Lump Sum	NB
18-A	Asphalt Pavement Repair On-Site Mobilization	Hourly	NB
19-A	Asphalt Pavement Repair Maintaining Traffic Pilot Truck and Driver	DAY	NB

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

ITEM NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST
19-B	Asphalt Pavement Repair Maintaining Traffic Traffic Control Devices	UNIT	NB
19-C	Asphalt Pavement Repair Maintaining Traffic Flagger	HOUR	NB
19-D	Asphalt Pavement Repair Maintaining Traffic Arrow Board	DAY	NB
20-A	Asphalt Pavement Repair Off-Season Plant Opening First Day	DAY	NB
20-B	Asphalt Pavement Repair Off-Season Plant Opening Each Additional Day	DAY	NB

Legend

NB Not Bidding