

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

## State of West Virginia Solicitation Response

Proc Folder:	794754			
Solicitation Description:	Addendum #1			
Proc Type:	Tree and Arborist Services by Vendor - Statewid Agency Master Agreement			
Solicitation Closes		Solicitation Response	Version	
2020-12-07 14:30		SR 0803 ESR1207200000004018	1	

VENDOR					
VS0000028499 Integrity Tree Services, L	LC				
Solicitation Number:	ARFQ 0803 DOT2100000019				
Total Bid:	0	Response Date:	2020-12-07	Response Time:	14:25:10
Comments:					

FOR INFORMATION CONTACT THE B Tina L Lewis 304-414-6859 tina.I.Iewis@wv.gov	UYER		
Vendor Signature X	FEIN#	DATE	
All offers subject to all terms and con	ditions contained in this solicitation		

Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Tree trimming services		0.00000	HOUR	1.000000	0.00
Comm	Code	Manufacturer		Specifica	ation	Model #
701115	503					

#### Commodity Line Comments:

#### Extended Description:

Tree trimming services

## SOLICITATION NUMBER – ARFQ DOT210000019

### Addendum Number: 1

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
- [X] Other

#### **Description of Modification to Solicitation:**

To answer Vendor posed questions.

#### Additional Documentation:

#### **Terms and Conditions:**

- 1. All provision of the Agency Solicitation and other addenda not modified herein shall remain in full force and effect.
- 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

## SOLICITATION NUMBER – ARFQ DOT2100000019 TREE AND ARBORIST SERVICES BY VENDOR

#### Addendum 1

To answer vendor posed questions.

Question 1: What is the anticipated usage for this contract?

Response: We would not be able to anticipate the usage of this contract. Please refer to Section 5.2.1, paragraph 3 of the Specifications.

Question 1a: Is it anticipated to be used year round?

Response: We would not be able to anticipate usage of this contract year round but want it to be available to our Counties as needed per Section 5.2.1 paragraph 3 of the Specifications, and Section 3 of the General Terms and Conditions.

Question 1b: Full time crew?

Response: We do not mandate that Vendors maintain a full-time crew. However, Vendors must fulfill the requirements of Section 3.3.1 and Subsection 3.3.1.1 of the Specifications.

Question 1c: Or more as a back up to DOT forces?

Response: This contract is not intended to serve as a backup for DOT forces but will serve as a standalone contract for use by WVDOH District Engineers to request services to be performed. Some of the services may be supplemental to DOT forces but we have no way of determining or anticipating that need.

Question 1d: Emergency basis?

Response: It is possible that this contact can be used on an Emergency basis. Any additional information needed will be provided by the WV District Engineer upon release of a Delivery Order per Sections 2.11, 3.6, and 7.2 of the Specifications.

Question 2: Can you provide the prior pricing?

Response: Contracts are a matter of public record and can be viewed in wvOasis. The current contract number for "Tree and Brush Sheering Services by the Vendor" is DOT1900000055 (6619C043).

Question 3: Since pricing is on a per county basis, will the award be made on a per county basis as well?

Response: Yes. Please refer to Sections 5 and 6 of the contract Specifications.

#### ADDENDUM ACKNOWLEDGEMENT FORM

#### **SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: (Check the box next to each addendum received)

[] Addendum No. 1	[] Addendum No. 6
[] Addendum No. 2	[] Addendum No. 7
[] Addendum No. 3	[] Addendum No. 8
[] Addendum No. 4	"[] Addendum No. 9
[] Addendum No. 5	"[] Addendum No. 10

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

Integrity Tree Services, LLC Company

Anna Mayer Authorized Signature

12/7/2020

Date

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



## I, Natalie E. Tennant, Secretary of State of the State of West Virginia, hereby certify that

#### **INTEGRITY TREE SERVICES, LLC**

**Control Number: 9AGHI** 

a limited liability company, organized under the laws of the State of Michigan

has filed its "Application for Certificate of Authority" in my office according to the provisions of West Virginia Code §31B-10-1002. I hereby declare the organization to be registered as a foreign limited liability company from its effective date of November 23, 2016, until a certificate of cancellation is filed with our office.

Therefore, I hereby issue this

## CERTIFICATE OF AUTHORITY OF A FOREIGN LIMITED LIABILITY COMPANY

to the limited liability company authorizing it to transact business in West Virginia



Given under my hand and the Great Seal of the State of West Virginia on this day of November 23, 2016

talil & Yerr

Secretary of State



## **CERTIFICATE OF L**

TMAJESKI DATE (MM/DD/YYYY)

41718

	CERTIFICATE OF LIABILITY INSURANCE	12/7/2020
THIS CERTIFICATE IS ISSUED A	AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFIC	ATE HOLDER. THIS
CERTIFICATE DOES NOT AFFIR	MATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED	BY THE POLICIES
BELOW. THIS CERTIFICATE OF	F INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURE	R(S), AUTHORIZED
REPRESENTATIVE OR PRODUCEI	R. AND THE CERTIFICATE HOLDER.	

**INTETRE-01** 

INSURER E : Endurance American Specialty

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).				
PRODUCER	CONTACT NAME:			
Ottawa-Kent Insurance Agency Inc. One South Waverly Road	PHONE (A/C, No, Ext): (616) 797-3402	FAX (A/C, No):(616) 392-1199		
Holland, MI 49423	E-MAIL ADDRESS: holland@ottawakent.com			
	INSURER(S) AFFORDING COVERAGE	NAIC #		
	INSURER A : Employers Mutual Casualty Company 214			
INSURED	INSURER B : Acceptance Indemnity Insurance Company 20010			
Integrity Tree Services, LLC / FELCO, LLC	INSURER C : Eastern Alliance Insurance Company		10724	
2300 Sanford SW	INSURER D : Guideone National Insurance Company			

2300 Sanford SW Grandville, MI 49418

#### **COVERAGES** CERTIFICATE NUMBER:

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

INSURER F :

INSR	TYPE OF INSURANCE	ADDL SUE	BR POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY				(11111) = = (1111)	EACH OCCURRENCE	<sub>\$</sub> 1,000,000
	CLAIMS-MADE X OCCUR		5X8449819	4/1/2020	4/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ <b>5,000</b>
						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ <b>2,000,000</b>
	POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$ <b>2,000,000</b>
	OTHER:					OH STOP GAP	\$ 1,000,000
Α	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO		5E84498	4/1/2020	4/1/2021	BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
в	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE		XL00018497	4/1/2020	4/1/2021	AGGREGATE	\$
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	0000115811	4/1/2020	4/1/2021	E.L. EACH ACCIDENT	\$
	(Mandatory in NH)	N/ A				E.L. DISEASE - EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	
D	Excess Umb		560001869	4/1/2020	4/1/2021	Umbrella	5,000,000
E	Excess Umb		ELD30000750402	4/1/2020	4/1/2021	Umbrella	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Excess Umbrella \$4,000,000 x \$4,000,000 x \$5,000,000 x \$2,000,000; RSUI; Policy #NHA089478

Professional Liability & Cyber \$1,000,000; Travelers; Policy #106905052

Pollution Liability \$5,000,000; Homeland Insurance; Policy #7930078170001

Contractors E&O \$1,000,000; Lloyd's of London; Policy #ANE2212558

CERTIFICATE HOLDER	CANCELLATION
WVDOT / Division of Highways / Operations Division 1900 Kanawha Blvd. East Building 5 Room A-350	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Charleston, WV 25305	AUTHORIZED REPRESENTATIVE

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#### INFORMATION ATTACHMENT FORM - ATT B Vendor's Storage Sites Tree and Arborist Services by Vendor

VENDOR NAME \_\_ Integrity Tree Services, LLC

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

If a Vendor will be servicing this contract from multiple Locations and ALL pricing is the same, ALL Locations can be listed on one Information Attachment Form and one set of Pricing Pages is acceptable.

If a Vendor will be servicing this contract from multiple Locations, at varying prices, *additional*, separate Information Attachment Forms and additional Pricing Pages are required.

Vendor's Base Location:	
2252 Roxalana Rd, Dunbar West Virginia 25064	
Vendor's Base Location:	
Vendor's Base Location	
Vendor's Base Location:	
Vendor's Base Location:	

### **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

#### West Virginia Division of Highways Maintenance Division

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

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

**3. BID SUBMISSION:** All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.

**3A. BID SUBMISSION:** A bid that is not submitted electronically through wvOasis should contain the listed information below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: Tree and Arborist Services by Vendor - Statewide 6621C025

**BUYER:** Tina Lewis

SOLICITATION NUMBER: ARFQ DOT2100000019

BID OPENING DATE: 12/07/2020

BID OPENING TIME: 2:30PM

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

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

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

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

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

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

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

**11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**12. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore

unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**13. NON-RESPONSIBLE:** The Agency reserves the right to reject the bid of any vendor when the Agency determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

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

**15. TIE BIDS:** When the bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a coin, draw of the cards, or any other impartial method considered prudent by the Agency. If the bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

16. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

## **GENERAL TERMS AND CONDITIONS:**

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

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

- **2.1. "Agency"** means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- **2.3.** "**Contract**" means the binding agreement that is entered into between the Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".
- **2.4.** "Award Document" means the document signed by the Agency and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.
- **2.5. "Solicitation"** means the official notice of an opportunity to supply the Agency with goods or services.
- **2.6. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- **2.7. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

#### **X** Term Contract

Initial Contract Term: This Contract becomes effective on \_award\_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_two\_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_24\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and that part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_\_ successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_\_ months in total.

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

**Other:** See attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[X]WEST VIRGINIA CONTRACTOR'S LICENSE

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

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

**10. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_\_\_ for \_\_\_\_\_\_. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**12. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

**14. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**15. CANCELLATION:** The Agency reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or this contract for any reason or no reason upon 30 days written notice to the Vendor.

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

**17. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**18. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

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

**20. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**21. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency and the Vendor.

**22.** WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or

remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**23. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**24. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

**25.** WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**26. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

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

http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf.

**29. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

**30. LICENSING:** Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**31. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

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

**34. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the

Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

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

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

**37. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**38. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

 $\square$  Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Agency via email to the Agency representative specified by Agency.

**39. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly

employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2)

that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**42.** It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances ,if applicable ,or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.

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

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

#### **CERTIFICATION AND SIGNATURE PAGE**

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

Integrity Tree Services, LLC (Full Company Name)

Anna Meyer (Authorized Signature)

<u>Anna Meyer, SE Account Manager</u> (Print or Type Name and Title of Signatory) <u>616-255-6737</u> (Phone Number)

616-301-9900 (Fax Number)

annam@integritytree.com (Email address)

<u>12/7/2020</u> (Date)

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

#### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:\_\_\_\_\_

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

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

Addendum Numbers Received: (Check the box next to each addendum received)

Addendum No. 1	Addendum No. 6
Addendum No. 2	Addendum No. 7
Addendum No. 3	Addendum No. 8
Addendum No. 4	Addendum No. 9
Addendum No. 5	Addendum No. 10

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

Integrity Tree Services, LLC
Full Company Name

Anna Mayer Authorized Signature

<u>12/7/2020</u> Date

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

#### **SPECIFICATIONS**

1. PURPOSE AND SCOPE: The West Virginia Division of Highways is soliciting bids to establish a multi-award, open-end Tree and Arborist Services contract with qualified Vendors who will provide right-of-way maintenance services to WVDOH Counties statewide. Vendors shall provide tree trimming, canopy clearing, brush shearing, and mulching/chipping functions in accordance with the specifications outlined below. To eliminate hazardous roadway conditions, work may also involve the removal and disposal of stumps, dead or damaged tree limbs, and Impact Threat Trees from right-of-way sites.

Vendors must comply with the laws and requirements set forth by the United States Fishing and Wildlife Services, within its legal authorities under the Federal Endangered Species Act (16 U.S.C. 1531-1543), to avoid impacts on threatened and endangered plants, animals, and resources. The WVDOH District Engineer or designee will provide guidance on Indiana Bat buffer zones and other ecological conditions to avoid potential impacts on protected species and other environmental resources.

- **2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 "Contract Item(s)" Contract items are identified in Section 3 of this solicitation.
  - **2.2 "Pricing Pages" -** The schedule of prices attached hereto as Attachment A ("ATT A") and used to evaluate the Solicitation responses.
  - **2.3** "Solicitation" The official notice of an opportunity to supply the State with goods or services.
  - **2.4** "WVDOH" The West Virginia Division of Highways.
  - **2.4** "EPA" The Environmental Protection Agency and the West Virginia Department of Environmental Protection in reference to the Federal, State, and Local levels of government: <u>www.epa.gov/</u> and <u>www.dep.wv.gov/</u>.
  - 2.6 "OSHA" The Occupational Safety and Health Administration: <u>www.osha.gov.</u>
  - 2.7 "ANSI Z133" The Safety standards developed for arboricultural operations under the procedures of the American National Standards Institute, as amended: <u>www.isa-arbor.com</u>.
  - **2.8 "Contractor"** or "**Vendor"** Interchangeable and used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges,

adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.

- **2.9** "Standard Specs" The West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, including any Supplementals.
- 2.10 "USFWS" The United States Fish and Wildlife Services: <u>www.fws.gov/</u>.
- **2.11 "Emergency Work"** Work that is required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by, at a minimum, a WVDOH District Engineer or their designee.

#### **3. GENERAL REQUIREMENTS:**

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

Materials, equipment, and performance of this contract shall conform, but not be limited to, the requirements of Sections 204, 636, 685, 688, and 711, as amended.

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 A Standard Specifications Order Form and sent to:

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

Free electronic copies can be obtained via the following internet site: https://transportation.wv.gov/highways/contractadmin/specifications/

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

- **3.2.1** Safety: Equipment and personnel involved in the completion of a job shall meet all applicable criteria required by OSHA standards 1910.269 (r), 1926.950 (a)(3)(i), and ANSI Z133-2017, as amended.
- **3.2.2** Vendor shall fully understand and comply with the standards, requirements, and recommendations for arboricultural maintenance operations affecting trees, shrubs, and other woody plants as defined in ANSI Z133.1-2006 and in accordance with trimming and pruning guidelines described in ANSI A300-2008. All work shall be done with minimal damage to trees and brush that are not within a work zone
- **3.2.3** Vendor shall be responsible for the removal and disposal of all resulting tree trimming waste and debris from a work zone.
  - **3.2.3.1** Tree trimming waste and other resulting debris must be disposed of in accordance with Standard Specs Section 201.7 and USFWS guidelines requiring chipping as the method of disposal.
  - **3.2.3.2** If the work zone falls within an Environmentally Sensitive Zone ("ESZ"), chipping material must be disposed of outside of the ESZ and in areas/locations designated by the WVDOH Engineer or designee.
  - **3.2.3.3** If the work zone is outside of an ESZ, chipping material may be disposed of in areas where erosion control is required or between slopes or right-of-way lines in areas/locations designated by the WVDOH Engineer or designee.
  - **3.2.3.4** Additional equipment utilized in the removal of tree trimming waste and debris not identified herein, shall be considered incidental and at the expense of the Vendor.
- **3.2.4** The maintenance of traffic shall be provided by the WVDOH and will be coordinated by the WVDOH Engineer or designee.
- **3.2.5** Vendor assumes responsibility for any damage caused by the Vendor's activities to property items and the repair or replacement of any damaged sections of roads, guardrails, sidewalks, curbs, utilities, signs, concrete gutters, pipes, ditch lines, etc. Any such repairs or replacements will be at the Vendor's expense and to the satisfaction of the WVDOH District Engineer or his designee.

Additional equipment or accessories utilized by the Vendor to protect property items from the risk of damage shall be considered incidental and at the expense of the Vendor.

- **3.3 Equipment and Labor:** It is the expectation of the WVDOH that each job be completed efficiently and within reasonable and seasonal timeframes. Equipment used to perform work shall be of good and proper operating condition and meet all safety requirements as established for this type of work.
  - **3.3.1** Vendor shall furnish all equipment, labor, and supervision necessary for job completion. Work performed shall be subject to inspection and approval by the WVDOH District Engineer or designee.
    - **3.3.1.1** The size of a work crew necessary for the proper and timely completion of a Delivery Order is at the Vendor's discretion but must minimally consist of one (1) Crew Supervisor and three (3) Laborers / Equipment Operators.
    - **3.3.1.2** Placement or staging of equipment on a right-of-way must be approved by the WVDOH District Engineer or his designee. Equipment may only cause nominal rutting to turf areas.
    - **3.3.1.3** Equipment with a boom supporting a saw blade shall have a fiberglass isolator and meet OSHA requirements for insulation. Upon request, a copy of the certificate verifying that the equipment is properly designed for tree trimming per OSHA specifications shall be provided at the Vendor's expense.

#### **3.3.2** Bucket Trucks / Aerial Lift Equipment:

#### **3.3.2.1** Bucket Truck / Aerial Lift Type 1 (ATT A Item 1):

Equipment shall have a vertical reach of fifty (50) feet above a roadway and a thirty (30) foot horizontal reach. Equipment must be able to perform work over a thirty-six (36) inch vertical obstruction such as a guardrail.

Chain saws and rigging equipment needed for the operation (ropes, cables, etc.,) shall be included in the Contract Item price.

#### 3.3.2.2 Bucket Truck / Aerial Lift Type 2 (ATT A Item 2):

Equipment shall have a vertical reach of seventy (70) feet above a roadway and a thirty (30) foot horizontal reach. Equipment must be able to perform work over a thirty-six (36) inch vertical obstruction such as a guardrail.

Chain saws and rigging equipment needed for the operation (ropes, cables, etc.,) shall be included in the Contract Item price.

#### **3.3.3** Tree and Brush Shearing Equipment:

# **3.3.3.1** Single Blade High Reach Power Tree Shear or Saw (ATT A Item 3):

Equipment mounted on a telescopic boom shall have a minimum reach of sixty (60) feet. The boom should be mounted to allow for a minimum of 180 degrees of rotation at the base with an approximate twenty-four (24) inch round ripping saw blade at the end of the boom that can also rotate 180 degrees. The carrying vehicle should be able to traverse rough terrain.

Equipment shall be capable of saw cutting trees and brush vertically from as low as six (6) feet above ground, reach fifty (50) feet above ground, and have a horizontal reach of at least ten (10) feet beyond the edge of the tire. All cuts shall be smooth saw cuts

Equipment shall have the ability to work over a thirty-six (36) inch vertical obstruction such as a guardrail.

#### 3.3.3.2 Knuckle Boom Crane with Grapple Saw (ATT A Item 4):

The unit shall be capable of grasping and cutting a limb or tree of at least fourteen (14) inches in diameter. The unit must have a vertical reach of at least forty (40) feet with a minimum of one hundred and sixty (160) horse powered engine.

The carrying vehicle must be equipped with a rubber tire chassis with outriggers so it can operate on the roadway and smooth offroad terrain.

The unit must be able to rotate 360 degrees on the chassis so it can easily operate on the roadway without impacting traffic. Unit shall be able to lift at least 3,700 lbs. at full horizonal reach and is equipped with safety limit switches.

#### **3.3.4** Mulching and Chipping Equipment:

#### **3.3.4.1** Mulching Mower (ATT A Item 5):

The unit shall be capable of grinding brush and debris, into mulch that can be spread evenly over a cutting area and without causing a blockage to drainage areas.

3.3.4.2 The unit should be able to direct mulch downward, making it safe for roadside use capabilities. Roadside shoulder conditions should be firm and shoulder width should be approximately eight (8) feet wide in order to operate safely.

#### **3.3.4.3** Brush/Log Chipper Type 1 (ATT A Item 6):

Equipment shall be a whole tree chipper with grapple.

Equipment must include a standard two (2) ton truck with chip box (10 cubic yards) and shall be bid as one inclusive price.

#### 3.3.4.4 Brush/Log Chipper Type 2 (ATT A Item 7):

The unit shall be able to chip up to a twelve (12) inch diameter log.

Equipment must include a standard two (2) ton truck with chip box (10 cubic yards) and shall be bid as one inclusive price.

#### 3.3.4.5 Track Chipper (ATT A Item 8):

The unit should be able to chip up to a thirty (30) inch diameter log and be equipped with a 360 degree swiveling/adjustable discharge chute with an end chip deflector.

The unit shall be a self-feeding, self-propelled track chipper with the ability to traverse steep terrain.

**3.4 Mobilization (ATT A Item 9):** Mobilization shall include the transport of all equipment, labor, and materials necessary to perform the work in a satisfactory and efficient manner. Mobilization shall be defined as a one-time, one-way transport to a job site and will be paid per job site.

Site Mobilization shall be defined as the transport of all necessary equipment, labor, and materials from the end of a job site to the beginning of the next job site and will

be paid on a per mile basis. Mobilization of equipment to the Vendor's base of operations shall not be paid for by the WVDOH.

- **3.5 Equipment Downtime:** Equipment downtime shall be defined as the amount of time equipment is out of operation due to mechanical failure or preventative maintenance, including refueling, lubrication, or warm up. The WVDOH shall not be billed for equipment downtime. The WVDOH reserves the right, at it's discretion, to shut down any equipment that appears to be functioning improperly or in an unsafe manner.
- **3.6 Emergency Work:** Emergency Work as ordered by the WVDOH District Engineer or designee is work that shall be initiated within six (6) hours from when the Delivery Order is received by the Vendor. The determination of emergency work will be in accordance with Section 2.11 and prominently noted on Delivery Order. Designated emergency projects will be paid at 1.50 times the Vendor's bid price.

#### 4. SAFETY:

**Pandemic-Response Safety Protocols:** In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outlined in the Standard Specs, as amended, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendors may obtain the WVDOH's pandemic-response protocols by contacting the WVDOH District Engineer or designee.

#### 5. CONTRACT AWARD

- **5.1 Contract Award:** The Contract is intended to provide the WVDOH with a price on all Contract Items. A Contract shall be awarded to all responsible Vendors that provide the Contract Items which meet all required specifications of this contract.
  - **5.2 Pricing Pages and Information Attachment Form:** Vendors should submit their bid by providing their price, per County, on the Pricing Pages ("ATT A") and the information requested on the Information Attachment Form.
    - **5.2.1 Pricing Pages (ATT A):** Vendor should place Vendor's name on each ATT A page and complete ATT A by providing unit prices for each Contract Item by County.

Vendors may bid any or all items on ATT A. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid or any other Contract Item or Items. ATT A contains a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

Vendor shall not add to or modify any column headers, contract Item descriptions, or units of measure on the Pricing Page spreadsheet. Any changes to the latter will result in disqualification of the Vendor's bid.

Vendor should type or electronically enter the information into ATT A to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Kristy.E.James@wv.gov

- 5.2.2 Mandatory Information Form: <u>A bid submission SHALL include</u> <u>Attachment B ("ATT B") – Mandatory Information Form. Any bid</u> <u>submitted without ATT B WILL BE DISQUALIFIED.</u>
  - **5.2.2.1 ATT B** Mandatory Information shall identify the Vendor's Base of Operation location(s). The Vendor <u>shall</u> provide the 911 address of the most recent physical street address, city, and state, for Base of Operation Location(s). If the Vendor fails to provide the Base of Operation Location(s) information as requested, the Vendor's bid <u>will be disqualified.</u>

#### NOTE:

- If a Vendor will be sourcing multiple locations and ALL pricing is the same, only one Attachment B- Mandatory Information Form is needed with one Attachment A Pricing Page by County.
- If a Vendor will be sourcing multiple locations with different prices per location, a separate Attachment B – Mandatory Information Form and Attachment A – Pricing Page by County must be submitted for each location.
- <u>The Vendor must identify which Attachment B goes with the</u> <u>corresponding Attachment A (example: A-1 goes with B-1; A-2 goes</u> <u>with B-2, etc.)</u>
- 6. **DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor for an individual project, the WVDOH District Engineer or designee will calculate the lowest overall total cost of the price of all items required per project.

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

#### 7. ORDERING AND PAYMENT:

- **7.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, e-mail address, locations and ordering/billing/ payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to 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.
- **7.2 Delivery Order:** WVDOH will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH Engineer or designee. The order should be completed on a WV-39 Blanket Release Order. The order should detail the need and location information of the work to be completed per contract item, as well as the tentative start and end dates, to be agreed upon as the official start and end dates. Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. <u>Any verbal communications to initiate or make modifications to a project from this contract are not acceptable as a Delivery Order</u>.
  - **7.2.1 Lead Time:** The WVDOH should plan accordingly to allow the Contractor a minimum of fourteen (14) calendar days prior to the date of the agreed upon work start date on the Delivery Order to allow Vendor to mobilize and begin work.
- **7.3 Inspection and approval:** The WVDOH will approve payment at such time as the job site work has been completed, in accordance with the provisions of this agreement, and has been verified by a WVDOH engineer or designee.
- **7.4 Payment:** Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit

the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

#### 8. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 8.1 Project Acceptance and Written Verification of Receipt: Upon receipt of a WVDOH Delivery Order, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the Delivery Order. As verification of receipt, Vendor must provide written acknowledgement of any Delivery Orders and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any Delivery Orders/Revisions within five days of the Order being sent shall be considered refusal of the Delivery Order. In the event of refusal, the WVDOH at its own discretion shall cancel the Delivery Order and may seek to cancel the Delivery Order and obtain the goods or services from the next low bid Vendor or proceed with an Emergency Purchase from the open market.
- **8.2** Negotiation of Dates: The WVDOH shall have the option to negotiate with the Vendor, the project's tentative start and end dates. Project work shall be continuous to completion unless otherwise approved in writing by the WVDOH District Engineer or his designee.
- **8.3 Delivery Time:** The Vendor shall mobilize, commence, and complete work delivery in accordance with the WVDOH's written Delivery Order, per project. Any changes must be communicated by the Vendor in writing to the WVDOH District Engineer or designee. The Vendor shall work in an efficient manner in effort to keep traffic delay to a minimum and traffic must be adequately and safely accommodated. No Vendor is authorized to ship project related goods or begin work/services, nor is the WVDOH authorized to receive materials, prior to the issuance of a Delivery Order.
- **8.4** Adverse Weather Conditions: Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOH District Engineer or his designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOH, Vendor, or general public, work shall be suspended by the WVDOH Engineer/designee. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOH Engineer/designee. After a weather-related suspension of work, the WVDOH District Engineer or his designeer or his designee shall determine and convey in writing, such Delivery Order changes and when work shall commence/resume, followed by the Vendor's written acknowledgement, per Section 8.1.

- **8.5** Late Delivery: If commencement of work by the Vendor will be delayed for any reason, the Agency placing the Delivery Order under this Contract must be notified in writing by the Vendor by no later than five (5) business days prior to the scheduled start date from the Agency's order. Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and application of Liquidated Damages.
  - **8.5.1 Liquidated Damages:** If the Vendor's work completion or corrections of deficient work exceeds the Delivery Order completion due date/timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one after the WVDOH's specified Delivery Order due date, in accordance with this Section, the contract's Terms and Conditions, and the Standard Specs Section 108.7, as amended.
- **8.6 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's specified location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery.
- **8.7 Project Acceptance Criteria:** The WVDOH District Engineer or his designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the WVDOH District Engineer or his designee not performed in accordance with these contract Specifications and the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the WVDOH District Engineer or his designee. Under no circumstance shall the Vendor's deficiency corrections exceed twenty (20) calendar days unless otherwise declared in writing by the WVDOH District Engineer or his designeer or his de

#### 9. VENDOR DEFAULT:

- **9.1** The following shall be considered a Vendor default under this Contract.
  - **9.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
  - **9.1.2** Failure to comply with other specifications and requirements contained herein.
  - **9.1.3** Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this Contract.
  - **9.1.4** Failure to remedy deficient performance upon request.
- 9.2 The following remedies shall be available to the WVDOH upon default.
  - **9.2.1** Immediate cancellation of the Contract.
  - **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:** 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, 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. In the event the Contract Manager or any of the Vendor's contact information, email, addresses or phone numbers change, the Vendor shall update the WVDOH in writing and update wvOASIS. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Ed Feley		
Telephone Numbers:         1-906-250-9165           Fax Number:         616-301-9900		
Fax Number: <u>616-301-9900</u>		
Email Address: Edf@integritytree.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 <u>DOHSpecifications@wv.gov</u>, 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 $\Box$ (S&H fees apply – see below)
Payment Method (check one):	Invoice	Check $\Box$ (payable to: WV Division of Highways)

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

NOTICE: The 2017 Standard Specifications Roads and Bridges and Supplemental Specifications are available free of charge on the Specifications Webpage.

# **Customer Information:**

Company Name:	<u> </u>	
ATTENTION:		
Street Address:		
City, State, Zip Code:		
Telephone:	Fax:	e-mail:

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

# STATE OF WEST VIRGINIA Purchasing Division PURCHASING AFFIDAVIT

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

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

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

#### **DEFINITIONS:**

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

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

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

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

#### WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Integrity Tree Services	·
Authorized Signature: March Dat	e: 12072020
State of Michigan	
County of Kert. , to-wit:	
Taken, subscribed, and sworn to before me this T day of December	., 20 <del>2</del> 0.
My Commission expires, 20, 20	
AFFIX SEAL HERE Notary Public, State of MichigNOTARY PUBLIC	te Droge
County Of Kent My Commission Expires 07-22-2022 Acting in the County of	Purchasing Affidavit (Revised 01/19/2018)
$(\gamma_{1}^{*}, O_{\mathcal{F}}) = \sum_{i=1}^{n} (i + i) $	

West Virginia Ethics Commission



# **Disclosure of Interested Parties to Contracts**

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: <u>ethics@wv.gov</u>; website: <u>www.ethics.wv.gov</u>.

# West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contractin	g Business Ent	ity: Integrity Tre	e ServicesAddress:	2300	) Sanford, Ave			
				Grandville, MI 49418				
Name of Authorized	<b>Agent:</b> Anna	Meyer	Address:	2300	Sanford Ave Grandville, MI			
Contract Number:	616-255-6737		Contract Descrip	Contract Description: SE Account Mangaer				
Governmental ager	icy awarding co	ntract: West Vir	ginia Department of T	ranspor	tation			

□ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities) □ Check here if none, otherwise list entity/individual names below.

Shane Horrema 50% MaH Langular 50%

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Um

Date Signed: 12 - 7 - 2020

Notary Verification

State of

. County of

I, <u>KUCIE</u>, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this

daγ∕of

Notary Public's Signature

# To be completed by State Agency:

Date Received by State Agency: \_\_\_\_\_ Date submitted to Ethics Commission: \_\_\_\_\_ Governmental agency submitting Disclosure: \_ KARIE DROGE Notary Public, State of, Michigan County Of Kent My Commission Expires 07-22-2022 Acting in the County of A Public Revised June 8, 2018

# ATTACHMENT A (ATT A) - PRICING PAGE BY COUNTY

			BARBOUR	BERKELEY	BOONE	BRAXTON	BROOKE	CABELL	CALHOUN	CLAY	DODDRIDGE
ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
	Work Crew					а — — — — — — — — — — — — — — — — — — —					· · · · · · ·
1	Crew Supervisor (minimum of 1 per job site)	Hour	76.39	64.78	59.91	76.39	69.13	59.91	70.63	70.63	76.39
2	Laborer / Equipment Operator (minimum of 3 per job site)	Hour	76.39	64.78	59.91	76.39	69.13	59.91	70.63	70.63	76.39
	Bucket Trucks / Aerial Life Equipmement										
3	Bucket Truck / Aerial Lift Type 1	Hour	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61
4	Bucket Truck / Aerial Lift Type 2	Hour	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25
	Tree and Brush Shearing Equipment										
5	Single Blade High Reach Power Tree Shear or Saw	Hour	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78
6	Knuckle Boom Crane with Grapple Saw	Hour	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79
	Mulching and Chipping Equipment										
7	Mulching Mower	Hour	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01
8	Brush/Log Chipper Type 1	Hour	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25
9	Brush/Log Chipper Type 2	Hour	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98
10	Track Chipper	Hour	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6
	Mobilization										
11	Mobilization	Per Site	1000	1000	550	1000	1000	550	550	550	1000

#### ATTACHMENT A (ATT A) - PRICING PAGE BY COUNTY

			FAYETTE	GILMER	GRANT	GREENBRIER	HAMPSHIRE	HANCOCK	HARDY	HARRISON	JACKSON
ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
	Work Crew										
1	Crew Supervisor (minimum of 1 per job site)	Hour	62.59	76.39	64.78	62.59	64.78	69.13	64.78	76.39	70.63
2	Laborer / Equipment Operator (minimum of 3 per job site)	Hour	62.59	76.39	64.78	92.59	64.78	69.13	64.78	76.39	70.63
	Bucket Trucks / Aerial Life Equipmement										
3	Bucket Truck / Aerial Lift Type 1	Hour	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61
4	Bucket Truck / Aerial Lift Type 2	Hour	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25
	Tree and Brush Shearing Equipment										
5	Single Blade High Reach Power Tree Shear or Saw	Hour	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78
6	Knuckle Boom Crane with Grapple Saw	Hour	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79
1. 	Mulching and Chipping Equipment	1				:					
7	Mulching Mower	Hour	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01
8	Brush/Log Chipper Type 1	Hour	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25
9	Brush/Log Chipper Type 2	Hour	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98
10	Track Chipper	Hour	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6
	Mobilization						, , , , , , , , , , , , , , , , , , , ,				
11	Mobilization	Per Site	600	1000	1000	600	1000	1000	1000	1000	550

# ATTACHMENT A (ATT A) - PRICING PAGE BY COUNTY

			JEFFERSON	KANAWHA	LEWIS	LINCOLN	LOGAN	McDOWELL	MARION	MARSHALL	MASON	MERCER
ITEM #	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST					
	Work Crew							e e e e e e e e e e e e e e e e e e e	5			
1	Crew Supervisor (minimum of 1 per job site)	Hour	64.78	58.55	76.39	59.91	59.91	62.59	76.39	69.13	70.63	62.59
	Laborer / Equipment Operator (minimum of 3 per job											
2	site)	Hour	64.78	58.55	76.39	59.91	59.91	62.59	76.39	69.13	70.63	62.59
	Bucket Trucks / Aerial Life Equipmement											
3	Bucket Truck / Aerial Lift Type 1	Hour	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61
4	Bucket Truck / Aerial Lift Type 2	Hour	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25
	Tree and Brush Shearing Equipment											
5	Single Blade High Reach Power Tree Shear or Saw	Hour	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78
6	Knuckle Boom Crane with Grapple Saw	Hour	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79
	Mulching and Chipping Equipment											
7	Mulching Mower	Hour	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01
8	Brush/Log Chipper Type 1	Hour	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25
9	Brush/Log Chipper Type 2	Hour	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98
10	Track Chipper	Hour	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6
	Mobilization											
11	Mobilization	Per Site	1000	550	1000	550	550	600	1000	1000	550	600

#### ATTACHMENT A (ATT A) - PRICING PAGE BY COUNTY

h			MINERAL	MINGO	MONONGALIA	MONROE	MORGAN	NICHOLAS	OHIO	PENDLETON	PLEASANTS
ITEM #	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
	Work Crew										
1	Crew Supervisor (minimum of 1 per job site)	Hour	64.78	59.91	76.39	62.59	64.78	62.59	69.13	64.78	70.63
	Laborer / Equipment Operator (minimum of 3 per job										
2	site)	Hour	64.78	59.91	76.39	62.59	64.78	62.59	69.13	64.78	70.63
	Bucket Trucks / Aerial Life Equipmement	<u> </u>									
3	Bucket Truck / Aerial Lift Type 1	Hour	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61
4	Bucket Truck / Aerial Lift Type 2	Hour	30.25	30.25	30.25	30,25	30.25	30.25	30.25	30.25	30.25
	Tree and Brush Shearing Equipment										
5	Single Blade High Reach Power Tree Shear or Saw	Hour	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78
6	Knuckle Boom Crane with Grapple Saw	Hour	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79
	Mulching and Chipping Equipment										
7	Mulching Mower	Hour	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01
8	Brush/Log Chipper Type 1	Hour	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25
9	Brush/Log Chipper Type 2	Hour	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98
10	Track Chipper	Hour	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6
	Mobilization										
11	Mobilization	Per Site	1000	550	1000	600	1000	600	1000	1000	550

#### ATTACHMENT A (ATT A) - PRICING PAGE BY COUNTY

			POCAHONTAS	PRESTON	PUTNAM	RALEIGH	RANDOLPH	RITCHIE	ROANE	SUMMERS	TAYLOR
ITEM #	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
	Work Crew						1				
1	Crew Supervisor (minimum of 1 per job site)	Hour	62.59	76.39	59.91	62.59	76.39	70.63	70.63	62.59	76.39
2	Laborer / Equipment Operator (minimum of 3 per job site)	Hour	62.59	76.39	59.91	62.59	76.39	70.63	70.63	62.59	76.39
	Bucket Trucks / Aerial Life Equipmement										
3	Bucket Truck / Aerial Lift Type 1	Hour	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61
4	Bucket Truck / Aerial Lift Type 2	Hour	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25
	Tree and Brush Shearing Equipment						· .				
5	Single Blade High Reach Power Tree Shear or Saw	Hour	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78
6	Knuckle Boom Crane with Grapple Saw	Hour	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79
	Mulching and Chipping Equipment										
7	Mulching Mower	Hour	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01
. 8	Brush/Log Chipper Type 1	Hour	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25
9	Brush/Log Chipper Type 2	Hour	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98
10	Track Chipper	Hour	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6
	Mobilization										
11	Mobilization	Per Site	600	1000	550	600	1000	550	550	600	1000

# ATTACHMENT A (ATT A) - PRICING PAGE BY COUNTY

			TUCKER	TYLER	UPSHUR	WAYNE	WEBSTER	WETZEL	WIRT	WOOD	WYOMING
ITEM #	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
· · · · ·	Work Crew	. Y			an a						
1	Crew Supervisor (minimum of 1 per job site)	Hour	76.39	69.13	76.39	59.91	62.59	69.13	70.63	70.63	62.59
2	Laborer / Equipment Operator (minimum of 3 per job site)	Hour	76.39	69.13	76.39	59.91	62.59	69.13	70.63	70.63	62.59
	Bucket Trucks / Aerial Life Equipmement		na ana ang ang ang ang ang ang ang ang a								
3	Bucket Truck / Aerial Lift Type 1	Hour	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61
4	Bucket Truck / Aerial Lift Type 2	Hour	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25
	Tree and Brush Shearing Equipment										
5	Single Blade High Reach Power Tree Shear or Saw	Hour	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78
6	Knuckle Boom Crane with Grapple Saw	Hour	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79
	Mulching and Chipping Equipment										
7	Mulching Mower	Hour	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01
8	Brush/Log Chipper Type 1	Hour	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25
9	Brush/Log Chipper Type 2	Hour	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98
10	Track Chipper	Hour	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6
	Mobilization									E.,	· · · · ·
11	Mobilization	Per Site	1000	1000	1000	550	600	1000	550	550	600

# INFORMATION ATTACHMENT FORM - ATT B Vendor's Storage Sites Tree and Arborist Services by Vendor

VENDOR NAME Integrity Tree Services, LLC

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

If a Vendor will be servicing this contract from multiple Locations and ALL pricing is the same, ALL Locations can be listed on one Information Attachment Form and one set of Pricing Pages is acceptable.

If a Vendor will be servicing this contract from multiple Locations, at varying prices, *additional*, separate Information Attachment Forms and additional Pricing Pages are required.

	Vendor's Base Location:	
	2252 Roxalana Rd. Dunbar, West Virginia 25064	
	Vendor's Base Location:	
	Vendor's Base Location:	
I		
	Vendor's Base Location:	

#### ATTACHMENT A (ATT A) - PRICING PAGE BY COUNTY

			BARBOUR	BERKELEY	BOONE	BRAXTON	BROOKE	CABELL	CALHOUN	CLAY	DODDRIDGE
ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT COST								
	Work Crew										
1	Crew Supervisor (minimum of 1 per job site)	Hour	76.39	64.78	59.91	76.39	69.13	59.91	70.63	70.63	76.39
2	Laborer / Equipment Operator (minimum of 3 per job site)	Hour	76.39	64.78	59.91	76.39	69.13	59.91	70.63	70.63	76.39
	Bucket Trucks / Aerial Life Equipmement										
3	Bucket Truck / Aerial Lift Type 1	Hour	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61
4	Bucket Truck / Aerial Lift Type 2	Hour	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25
	Tree and Brush Shearing Equipment										
5	Single Blade High Reach Power Tree Shear or Saw	Hour	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78
6	Knuckle Boom Crane with Grapple Saw	Hour	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79
	Mulching and Chipping Equipment										
7	Mulching Mower	Hour	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01
8	Brush/Log Chipper Type 1	Hour	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25
9	Brush/Log Chipper Type 2	Hour	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98
10	Track Chipper	Hour	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6
	Mobilization										
11	Mobilization	Per Site	2000	2000	1100	2000	2000	1100	1200	1200	2000

#### ATTACHMENT A (ATT A) - PRICING PAGE BY COUNTY

			FAYETTE	GILMER	GRANT	GREENBRIER	HAMPSHIRE	HANCOCK	HARDY	HARRISON	JACKSON
ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
	Work Crew										
1	Crew Supervisor (minimum of 1 per job site)	Hour	62.59	76.39	64.78	62.59	64.78	69.13	64.78	76.39	70.63
2	Laborer / Equipment Operator (minimum of 3 per job site)	Hour	62.59	76.39	64.78	92.59	64.78	69.13	64.78	76.39	70.63
	Bucket Trucks / Aerial Life Equipmement										
3	Bucket Truck / Aerial Lift Type 1	Hour	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61
4	Bucket Truck / Aerial Lift Type 2	Hour	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25
	Tree and Brush Shearing Equipment										
5	Single Blade High Reach Power Tree Shear or Saw	Hour	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78
6	Knuckle Boom Crane with Grapple Saw	Hour	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79
	Mulching and Chipping Equipment										
7	Mulching Mower	Hour	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01
8	Brush/Log Chipper Type 1	Hour	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25
9	Brush/Log Chipper Type 2	Hour	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98
10	Track Chipper	Hour	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6
	Mobilization										
11	Mobilization	Per Site	1200	2000	2000	1200	2000	2000	2000	2000	1100

#### ATTACHMENT A (ATT A) - PRICING PAGE BY COUNTY

			JEFFERSON	KANAWHA	LEWIS	LINCOLN	LOGAN	McDOWELL	MARION	MARSHALL	MASON	MERCER
ITEM #	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST	UNIT COST	UNIT COST							
1	Work Crew Crew Supervisor (minimum of 1 per job site)	Hour	64.78	58.55	76.39	59.91	59.91	62.59	76.39	69.13	70.63	62.59
2	Laborer / Equipment Operator (minimum of 3 per job site)	Hour	64.78	58.55	76.39	59.91	59.91	62.59	76.39	69.13	70.63	62.59
	Bucket Trucks / Aerial Life Equipmement											
3	Bucket Truck / Aerial Lift Type 1	Hour	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61
4	Bucket Truck / Aerial Lift Type 2	Hour	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25
	Tree and Brush Shearing Equipment											
5	Single Blade High Reach Power Tree Shear or Saw	Hour	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78
6	Knuckle Boom Crane with Grapple Saw	Hour	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79
	Mulching and Chipping Equipment											
7	Mulching Mower	Hour	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01
8	Brush/Log Chipper Type 1	Hour	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25
9	Brush/Log Chipper Type 2	Hour	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98
10	Track Chipper	Hour	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6
	Mobilization											
11	Mobilization	Per Site	2000	1100	2000	1100	1100	1200	2000	2000	1100	1200

#### ATTACHMENT A (ATT A) - PRICING PAGE BY COUNTY

			MINERAL	MINGO	MONONGALIA	MONROE	MORGAN	NICHOLAS	OHIO	PENDLETON	PLEASANTS
ITEM #	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
	Work Crew										
1	Crew Supervisor (minimum of 1 per job site)	Hour	64.78	59.91	76.39	62.59	64.78	62.59	69.13	64.78	70.63
	Laborer / Equipment Operator (minimum of 3 per job										
2	site)	Hour	64.78	59.91	76.39	62.59	64.78	62.59	69.13	64.78	70.63
	Bucket Trucks / Aerial Life Equipmement										
3	Bucket Truck / Aerial Lift Type 1	Hour	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61
4	Bucket Truck / Aerial Lift Type 2	Hour	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25
	Tree and Brush Shearing Equipment										
5	Single Blade High Reach Power Tree Shear or Saw	Hour	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78
6	Knuckle Boom Crane with Grapple Saw	Hour	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79
	Mulching and Chipping Equipment										
7	Mulching Mower	Hour	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01
8	Brush/Log Chipper Type 1	Hour	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25
9	Brush/Log Chipper Type 2	Hour	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98
10	Track Chipper	Hour	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6
	Mobilization										
11	Mobilization	Per Site	2000	1100	2000	1200	2000	1200	2000	2000	1100

#### ATTACHMENT A (ATT A) - PRICING PAGE BY COUNTY

			POCAHONTAS	PRESTON	PUTNAM	RALEIGH	RANDOLPH	RITCHIE	ROANE	SUMMERS	TAYLOR
ITEM #	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST
	Work Crew										
1	Crew Supervisor (minimum of 1 per job site)	Hour	62.59	76.39	59.91	62.59	76.39	70.63	70.63	62.59	76.39
2	Laborer / Equipment Operator (minimum of 3 per job site)	Hour	62.59	76.39	59.91	62.59	76.39	70.63	70.63	62.59	76.39
	Bucket Trucks / Aerial Life Equipmement										
3	Bucket Truck / Aerial Lift Type 1	Hour	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61
4	Bucket Truck / Aerial Lift Type 2	Hour	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25
	Tree and Brush Shearing Equipment										
5	Single Blade High Reach Power Tree Shear or Saw	Hour	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78
6	Knuckle Boom Crane with Grapple Saw	Hour	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79
	Mulching and Chipping Equipment										
7	Mulching Mower	Hour	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01
8	Brush/Log Chipper Type 1	Hour	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25
9	Brush/Log Chipper Type 2	Hour	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98
10	Track Chipper	Hour	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6
	Mobilization										
11	Mobilization	Per Site	1200	2000	1100	1200	2000	1100	1100	1200	2000

#### ATTACHMENT A (ATT A) - PRICING PAGE BY COUNTY

			TUCKER	TYLER	UPSHUR	WAYNE	WEBSTER	WETZEL	WIRT	WOOD	WYOMING
ITEM #	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST								
	Work Crew										
1	Crew Supervisor (minimum of 1 per job site)	Hour	76.39	69.13	76.39	59.91	62.59	69.13	70.63	70.63	62.59
2	Laborer / Equipment Operator (minimum of 3 per job site)	Hour	76.39	69.13	76.39	59.91	62.59	69.13	70.63	70.63	62.59
	Bucket Trucks / Aerial Life Equipmement										
3	Bucket Truck / Aerial Lift Type 1	Hour	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61	22.61
4	Bucket Truck / Aerial Lift Type 2	Hour	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25	30.25
	Tree and Brush Shearing Equipment										
5	Single Blade High Reach Power Tree Shear or Saw	Hour	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78
6	Knuckle Boom Crane with Grapple Saw	Hour	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79	146.79
	Mulching and Chipping Equipment										
7	Mulching Mower	Hour	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01	53.01
8	Brush/Log Chipper Type 1	Hour	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25	131.25
9	Brush/Log Chipper Type 2	Hour	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98	26.98
10	Track Chipper	Hour	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6	176.6
	Mobilization										
11	Mobilization	Per Site	2000	2000	2000	1100	1200	2000	1100	1100	1200