



State of West Virginia
Request For Quotation

Procurement Folder : 481864

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

Procurement Type : Agency Master Agreement

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

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON WV 25302 US	Vendor Name, Address and Telephone ROCK FORGE BRIDGE CO., LLC PO BOX 60 AMMA, WV 25005 304-565-3007

FOR INFORMATION CONTACT THE

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

Signature X

FEIN # 81-2948002

DATE 10/26/2018

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

ADDITIONAL INFORMATION:

****NOTICE*****

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

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

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

Commodity Code	Manufacturer	Model #	Specification
73181008			

Extended Description

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

SCHEDULE OF EVENTS

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

DOT1900000010	Document Phase Final	Document Description 6619C008-POWER EARTH AND ROCK AUGERS/DRILLS WITH OPERATOR	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

AGENCY SOLICITATION NUMBER – ARFQ DOT1900000010
Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

The Solicitation Closing date shall be modified to Friday, October 26, 2018. The time is changed to 2pm

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

Terms and Conditions:

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

AGENCY SOLICITATION NUMBER – ARFQ DOT1900000010
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
- Other to add attachment exhibit A

Description of Modification to Solicitation:

Adding Attachment Exhibit B

The Solicitation Closing date shall be modified to Thursday, October 18, 2018. The time shall remain unchanged.18

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

Terms and Conditions:

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

EXHIBIT B – REQUIRED FEDERAL CONTRACT CLAUSES

1. **Equal Employment Opportunity.** For all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3, the contractor must comply with the following requirement:

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

2. **Davis-Bacon Act and Copeland Anti-Kickback Act.** For all contracts that are governed by the Davis-Bacon Act and the Copeland “Anti-Kickback” Act, the contractor must comply with the following requirements:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan

or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The West Virginia Department of Transportation, Division of Highways shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case

may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State

Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

3. **Contract Work Hours and Safety Standards Act.** For all contracts in excess of \$100,000, which are governed by federal statutory and regulatory requirements, that involve the employment of mechanics or laborers, the contractor must comply with the following requirements:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

4. **Rights to Inventions Made Under a Contract or Agreement.** For all contracts involving a FEMA award that meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the contractor is a small business firm or nonprofit organization and the contract involves the substitution of parties, assignment or performance of experimental, developmental, or research work, the contractor must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA, and specifically, must comply with the following requirements:

Standard Patent Rights

(a) Definitions

- (1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
- (2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.
- (3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a

machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub.L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public

use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable

only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a

business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or

that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

- (1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;
- (2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants,

and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

(l) Communication

All communications related to this contract provision must be addressed to the WVDOH contact designated in the agency contract.

5. **Clean Air Act and the Federal Water Pollution Control Act.** For all contracts in excess of \$150,000, which are governed by federal statutory and regulatory requirements, the contractor must comply with the following requirements:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the West Virginia Department of Transportation, Division of Highways (the “Division”) and understands and agrees that the Division will, in turn, report each violation as required to assure notification to the (Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the West Virginia Department of Transportation, Division of Highways (the “Division”) and understands and agrees that the Division will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

6. **Debarment and Suspension.** For all contracts, which are governed by federal statutory and regulatory requirements and are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension), the contractor must comply with the following requirements:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by West Virginia Department of Transportation, Division of Highways. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to West Virginia Department of Transportation, Division of Highways, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

7. **Byrd Anti-Lobbying Amendment.** For all contracts in excess of \$100,000, which are governed by federal statutory and regulatory requirements, the contractor must comply with the following requirements:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor,__, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor’s Authorized Official

CHRIS SHUMAN, VICE PRESIDENT

Name and Title of Contractor's Authorized Official

10/26/2018

Date"

8. **Procurement of Recovered Materials.** Where the purchase price of the item exceeds \$10,000 or the value of the quantity of acquired by the preceding fiscal year exceeded \$10,000, , which are governed by federal statutory and regulatory requirements which require compliance with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962), the contractor must comply with the following requirements:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

9. **Additional FEMA Requirements.** For all contracts, which are governed by federal statutory and regulatory requirements in general or FEMA contract regulations, specifically, the contractor and its successors, transferees, assignees, and subcontractors must comply with the following requirements:

A. **Access to Records.**

- (1) The contractor agrees to provide West Virginia Department of Transportation, Division of Highways, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized

representatives access to construction or other work sites pertaining to the work being completed under the contract.”

- B. DHS Seal, Logo, and Flags. The contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

- C. Compliance with Federal Law, Regulations, and Executive Orders. The contractor hereby acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- D. No Obligation by Federal Government. The contractor hereby acknowledges that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- E. Program Fraud and False or Fraudulent Statements or Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

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.

ROCK FORGE BRIDGE CO LLC

(Full Company Name)



(Authorized Signature)

CHRIS SHUMAN, VICE PRESIDENT

(Print or Type Name and Title
of Signatory)

304-565-3007

(Phone Number)

304-565-3113

(Fax Number)

chris.shuman@mciwv.com

(Email address)

OCTOBER 26, 2018

(Date)

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1900000010

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

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

Addendum Numbers Received:


(Check the box next to each addendum received)

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

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

ROCK FORGE BRIDGE CO LLC

Full Company Name



Authorized Signature

OCTOBER 26, 2018

Date

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

REQUEST FOR QUOTATION
Power Earth and Rock Augers/Drills with Operators

SPECIFICATIONS

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

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3, below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services.
 - 2.4 **“WVDOH”** used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 **“SRIC”** used throughout this Solicitation means Snow Removal and Ice Control.
 - 2.6 **“Contractor”** or **“Vendor”** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted most recent, as modified by all subsequent annual Supplemental Specifications, are interchangeable.

3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Contract Item:**

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

REQUEST FOR QUOTATION
Power Earth and Rock Augers/Drills with Operators

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

3.1.1.2 Equipment Minimum Requirements:

- Drill shall be mounted on a turntable base with a 240-degree rotation and a 30-inch slide stroke at any point in the arc of rotation.
- Drill shall possess a power plant and a mechanical drill assembly, which delivers 35,000 foot-pounds of torque to the Kelly bar, which rotates the Auger or Core Barrel.
- Drill shall be equipped with a power plant and mechanical or hydraulic mechanism capable of exerting a down pressure or crowding force of at least 12,000 pounds.
- Drill shall be equipped with power plant and mechanical mechanism to operate a service hoist for installing piles; the hoist system shall have a lifting capacity of 8,000 pounds and can install 40-foot piling.
- Drill shall be equipped with two hydraulic outriggers and jacks in the front area and two hydraulic outriggers and jacks in the rear of the drill carrier for fast and efficient leveling purposes. The outriggers are not required on track mounted drills.
- Vendor shall furnish, when requested, Augers, Core Barrels, Rock Cutting Teeth, Muck Bucket and Casing, which are in good condition. Rock Cutting Teeth shall be of the type and quality comparable to the "Kennametal" brand. Vendor shall furnish all water needed for drilling purposes.

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

3.1.1.4 Workmanship: It is the expectation of the WVDOH that the driller completes each job in the best possible reasonable timeframe while meeting all requirements of the project itself. Reasonable production standards will be based on the type of earth/rock that is being drilled.

REQUEST FOR QUOTATION
Power Earth and Rock Augers/Drills with Operators

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

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

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

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

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

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

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

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

REQUEST FOR QUOTATION
Power Earth and Rock Augers/Drills with Operators

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

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

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

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a price on all Contract Items. A Contract shall be awarded to all responsible Vendors that provide the Contract Items which meet all required specifications of this contract.
- 4.2 Pricing Pages:** Vendor should submit their bid by providing the proposed equipment information and the price, per District, on the Pricing Pages and the information requested on the Information Attachment Form.

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

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

REQUEST FOR QUOTATION
Power Earth and Rock Augers/Drills with Operators

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

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

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

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

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

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

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

4.3 Information Attachment Form:

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

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

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

REQUEST FOR QUOTATION
Power Earth and Rock Augers/Drills with Operators

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

6. **ORDERING AND PAYMENT:**

- 6.1 **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 6.2 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

7. **DELIVERY AND RETURN:**

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

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

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

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

REQUEST FOR QUOTATION
Power Earth and Rock Augers/Drills with Operators

- 7.2 **Late Delivery:** The Agency placing the Delivery Order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 7.3 **Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders if Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.4 **Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.5 **Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. **ANTI-COLLUSION CLAUSE:**

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

REQUEST FOR QUOTATION
Power Earth and Rock Augers/Drills with Operators

- 8.1.1. been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - 8.1.2. been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;
 - 8.1.3. been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
 - 8.1.4. exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - 8.1.5. otherwise taken any action in restraint of free competitive bidding.
- 8.2. Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
- 8.2.1. made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;
 - 8.2.2. directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;
 - 8.2.3. otherwise taken any action to put in a sham bid.

9. VENDOR DEFAULT:

- 9.1. The following shall be considered a vendor default under this Contract.
 - 9.1.1. Failure to provide Contract Items in accordance with the requirements contained herein.
 - 9.1.2. Failure to comply with other specifications and requirements contained herein.
 - 9.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

REQUEST FOR QUOTATION
Power Earth and Rock Augers/Drills with Operators

9.1.4 Failure to remedy deficient performance upon request.

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

9.2.1 Immediate cancellation of the Contract.

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

9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

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

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

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

10.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: CHRIS SHUMAN
Telephone Number: 304-552-4350
Fax Number: 304-565-3113
Email Address: chris.shuman@mciwv.com

Information Attachment Form

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

BASE OF OPERATIONS

(Exact Physical Location)

Rock Forge Bridge Co LLC
2105 Big Sandy Creek Road
Amma, WV 25005

PERSONNEL REQUIREMENT

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

Name of no less than One Operator: Richard Sampson

Number of years of experience of Operator: 13 YR

Name of no less than One Helper: Brett McCroskey

Number of months/years of experience of Helper: 22 YR

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: ROCK FORGE BRIDGE CO LLC

Authorized Signature: *[Signature]* Date: OCTOBER 26, 2018

State of WEST VIRGINIA

County of ROANE, to-wit:

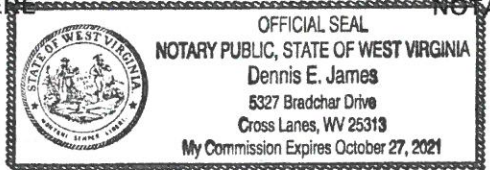
Taken, subscribed, and sworn to before me this 26 day of OCTOBER, 2018.

My Commission expires OCTOBER 27, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 01/19/2018)



State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,
4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
8. **Application is made for reciprocal preference.**
 Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: ROCK FORGE BRIDGE CO., LLC

Signed: 

Date: OCTOBER 18, 2018

Title: VICE PRESIDENT

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2018

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

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

PRODUCER USI Insurance Svcs MVB CL 48 Donley Street, Suite 703 Morgantown, WV 26501 304 598-5678	CONTACT NAME: Denise A Deem PHONE (A/C, No, Ext): 304-381-3426 FAX (A/C, No): 304-381-3430 E-MAIL ADDRESS: denise.deem@usi.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Guarantee & Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER C : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : American Guarantee & Liability Ins Co	26247	INSURER C : Zurich American Insurance Company	16535	INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED Rock Forge Bridge Co LLC PO Box 606 Kingwood, WV 26537														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO018679702	11/01/2017	11/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP018680002	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			AUC647836104	11/01/2017	11/01/2018	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC018680102	11/01/2017	11/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: ARFQ#0803 DOT1900000010 Purchase Order Drilling for WV

CERTIFICATE HOLDER

CANCELLATION

Finance and Administration Division of Highways 1900 Kanawha Blvd East; Bdg 5 Room A-220 Charleston, WV 25302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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This page has been left blank intentionally.

Blanket Notification to Others of Cancellation or Non-Renewal



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO0186797-02	11/1/2017	11/1/2018	11/1/2017	13512-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - 1. Extend the Coverage Part cancellation or non-renewal date;
 - 2. Negate the cancellation or non-renewal; or
 - 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured: Mountaineer Contractor's, Inc.

**Endorsement Effective
Date:11/01/2017**

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS**

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 11/1/2017
Insured: Mountaineer Contractors, Inc.

Policy No. WC 0186801-02

Endorsement No.
Premium \$

Insurance Company
Zurich American Insurance Company

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CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV001781

Classification:

GENERAL BUILDING
GENERAL ENGINEERING

ROCK FORGE BRIDGE CO LLC
DBA ROCK FORGE BRIDGE CO LLC
PO BOX 606
KINGWOOD, WV 26537

Date Issued

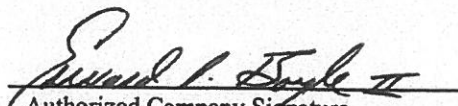
Expiration Date

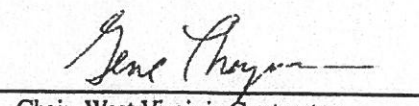
AUGUST 19, 2018

AUGUST 19, 2019



WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD


Authorized Company Signature
Member/Manager


Chair, West Virginia Contractor
Licensing Board

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

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	WILLIAMS	
MODEL NUMBER	LDH80	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	1218	
HOLE DIAMETER	Minimum 12"	Maximum 36"
DEGREE OF ROTATION	240	
SLIDE STROKE	36"	
FOOT POUNDS OF TORQUE	60,000	
DOWN PRESSURE/CROWDING FORCE	37,000	
HOLE DEPTH	65'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	290.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	2.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC**District 2 - Cabell County, Lincoln County, Logan
County, Mingo County and Wayne County**

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

	Proposed Equipment	
MANUFACTURER	WILLIAMS	
MODEL NUMBER	LDH80	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	1218	
HOLE DIAMETER	Minimum 12"	Maximum 36"
DEGREE OF ROTATION	240	
SLIDE STROKE	36"	
FOOT POUNDS OF TORQUE	60,000	
DOWN PRESSURE/CROWDING FORCE	37,000	
HOLE DEPTH	65'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	300.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	2.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	WILLIAMS	
MODEL NUMBER	LDH80	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	1218	
HOLE DIAMETER	Minimum	12" Maximum 36"
DEGREE OF ROTATION	240	
SLIDE STROKE	36"	
FOOT POUNDS OF TORQUE	60,000	
DOWN PRESSURE/CROWDING FORCE	37,000	
HOLE DEPTH	65'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	290.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	2.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	WILLIAMS	
MODEL NUMBER	LDH80	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	1218	
HOLE DIAMETER	Minimum	12" Maximum 36"
DEGREE OF ROTATION	240	
SLIDE STROKE	36"	
FOOT POUNDS OF TORQUE	60,000	
DOWN PRESSURE/CROWDING FORCE	37,000	
HOLE DEPTH	65'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	305.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	2.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	WILLIAMS	
MODEL NUMBER	LDH80	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	1218	
HOLE DIAMETER	Minimum	12" Maximum 36"
DEGREE OF ROTATION	240	
SLIDE STROKE	36"	
FOOT POUNDS OF TORQUE	60,000	
DOWN PRESSURE/CROWDING FORCE	37,000	
HOLE DEPTH	65'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	345.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	10.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	40.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	1,000.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	WILLIAMS	
MODEL NUMBER	LDH80	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	1218	
HOLE DIAMETER	Minimum	12" Maximum 36"
DEGREE OF ROTATION	240	
SLIDE STROKE	36"	
FOOT POUNDS OF TORQUE	60,000	
DOWN PRESSURE/CROWDING FORCE	37,000	
HOLE DEPTH	65'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	345.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	10.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	40.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	1,000.00

Pricing Page

Power Earth and Rock Augers/Drills

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	WILLIAMS	
MODEL NUMBER	LDH80	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	1218	
HOLE DIAMETER	Minimum	12" Maximum 36"
DEGREE OF ROTATION	240	
SLIDE STROKE	36"	
FOOT POUNDS OF TORQUE	60,000	
DOWN PRESSURE/CROWDING FORCE	37,000	
HOLE DEPTH	65'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	285.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	2.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	WILLIAMS	
MODEL NUMBER	LDH80	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	1218	
HOLE DIAMETER	Minimum	12" Maximum 36"
DEGREE OF ROTATION	240	
SLIDE STROKE	36"	
FOOT POUNDS OF TORQUE	60,000	
DOWN PRESSURE/CROWDING FORCE	37,000	
HOLE DEPTH	65'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	325.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	5.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	WILLIAMS	
MODEL NUMBER	LDH80	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	1218	
HOLE DIAMETER	Minimum	12" Maximum 36"
DEGREE OF ROTATION	240	
SLIDE STROKE	36"	
FOOT POUNDS OF TORQUE	60,000	
DOWN PRESSURE/CROWDING FORCE	37,000	
HOLE DEPTH	65'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	295.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	5.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	WILLIAMS	
MODEL NUMBER	LDH80	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	1218	
HOLE DIAMETER	Minimum	12" Maximum 36"
DEGREE OF ROTATION	240	
SLIDE STROKE	36"	
FOOT POUNDS OF TORQUE	60,000	
DOWN PRESSURE/CROWDING FORCE	37,000	
HOLE DEPTH	65'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	295.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	5.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	4610	
HOLE DIAMETER	Minimum	18" Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	275.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	8.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	4610	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	285.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	8.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	4610	
HOLE DIAMETER	Minimum	18" Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	275.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	8.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	4610	
HOLE DIAMETER	Minimum	18" Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	290.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	8.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Pricing Page

Power Earth and Rock Augers/Drills

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	4610	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	330.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	15.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	40.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	1,000.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	4610	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	330.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	15.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	40.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	1,000.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	4610	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	270.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	8.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	4610	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	310.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	10.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	4610	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	285.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	10.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	4610	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	285.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	10.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	2568	
HOLE DIAMETER	Minimum	18" Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	275.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	8.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	2568	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	285.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	8.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC**District 3 - Calhoun County, Jackson County, Pleasants County,
Ritchie County, Roane County, Wirt County and Wood County**

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	2568	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	275.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	8.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Pricing Page

Power Earth and Rock Augers/Drills

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	2568	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	290.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	8.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Pricing Page

Power Earth and Rock Augers/Drills

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	2568	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	330.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	15.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	40.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	1,000.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	2568	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	330.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	15.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	40.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	1,000.00

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	2568	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	270.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	8.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC**District 8 - Pendleton County, Pocahontas County,
Randolph County and Tucker County**

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	2568	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	310.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	10.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Vendor Name: ROCK FORGE BRIDGE CO LLC**District 9 - Fayette County, Greenbrier County, Monroe
County, Nicholas County and Summers County**

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	2568	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	285.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	10.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Pricing Page

Power Earth and Rock Augers/Drills

Vendor Name: ROCK FORGE BRIDGE CO LLC

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

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

	Proposed Equipment	
MANUFACTURER	SOILMEC	
MODEL NUMBER	SR-30	
EQUIPMENT MODIFICATIONS AND ADDITIONS	N/A	
SERIAL NUMBER	2568	
HOLE DIAMETER	Minimum 18"	Maximum 48"
DEGREE OF ROTATION	360	
SLIDE STROKE	48"	
FOOT POUNDS OF TORQUE	95,881	
DOWN PRESSURE/CROWDING FORCE	22,705	
HOLE DEPTH	105'	
OPERATION RATE (First 40 hours in a work week)	Per Hour Rate	285.00
ADDITIONAL CHARGE FOR OVERTIME (Hours beyond 40 hours in a work week)	Per Hour Rate	65.00
MOBILIZATION	Per Mile Rate	10.00
CASING PIPE (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Lineal Foot	30.00
CRANE MATS 4'x16'x8" (Only upon request by the WVDOH Engineer/Manager or his designee)	Per Mat, Per Project Site	800.00

Rock Forge Bridge Co., LLC

PO Box 60
Amma, WV 25005

TO:

FINANCE & ADMINISTRATION
BLDG 5, RM A-220
1900 KANAWHA BLVD E
CHARLESTON, WV 25302

BID FOR: ARFQ 0803 DOT1900000010
6619C008-POWER EARTH AND ROCK
AUGER/DRILLS WITH OPERATOR
BID DATE: 10-26-2018 **BID TIME:** 14:00:00

RECEIVED

OCT 26 2018

FINANCE DIVISION
DOT

8:00
KJ