



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

State of West Virginia Master Agreement

Order Date: 12-22-2021

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0803 0066 DOT6620C009JJ 1	Procurement Folder:	983016
Document Name:	EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR	Reason for Modification:	Contract Document issued to memorialize changes to the vendor information due to Vendor name changes and renew contract under same terms, conditions and pricing.
Document Description:	ORIGINAL PROCUREMENT FOLDER: 605438		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2019-11-19
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-05-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000218337 BOYD COMPANY 10001 LINN STATION RD LOUISVILLE KY 40223-3828 US Vendor Contact Phone: 3043894190 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Sherri K Rowan Requestor Phone: (304) 558-9422 Requestor Email: sherri.k.rowan@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

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

1-5-22 BAC

Total Order Amount:

Open End

Purchasing Division's File Copy

JE 1/4/22

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: *Tara H. 1/4/22*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John S. Gray*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *Beverly Tolen*
1-6-22
ELECTRONIC SIGNATURE ON FILE

1/6/2022

Extended Description:

1. This contract identified as CMA DOT6620C09JJ is created for administrative purposes only and is intended to change the name of the vendor identified in contract no. CMA DOT6620C009J from Cecil I. Walker Machinery Co. (Vendor No. 000000200284) to Boyd Company (Vendor No. 000000218337).

System limitations require that this contract be given a new number moving forward but the original contract, including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect.

Vendor was: Cecil I. Walker Machinery Co.
PO Box 2427
Charleston, WV 25329
FEIN: 550352647
wvOasis No: 000000200284

Vendor now: Boyd Company
10001 Linn Station Road
Louisville, KY 40223
FEIN: 610401854
wvOasis No: 000000218337

Effective Date of Change: 11/04/2021
Old Procurement No. 647919

2. TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.

EFFECTIVE DATE OF RENEWAL: 11/15/2021 THROUGH 05/14/2022

RENEWAL REMAINING: 18 months

ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

No Other Changes

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72141702			EA	0.000000
	Service From	Service To			

Commodity Line Description: EQUIPMENT LEASE AND RENTAL WITHOUT OPERATOR

Extended Description:

EQUIPMENT LEASE AND RENTAL WITHOUT OPERATOR

BOYD**CAT****Boyd Company**

10001 Linn Station Road
Louisville, KY 40223
800.494.2963 tel

West Virginia Department of Transportation
Division of Highways
1900 Kanawha Boulevard East
Building 5, Room 110
Charleston, WV 25305-0430
(304) 558-3505
Attn: Shanae Mace
Subject: Equipment Lease/Rental Without Operator (6620C009 -- CMA DOT6620C009J)

November 4, 2021

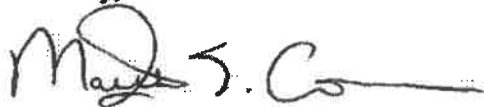
Dear Ms. Mace,

Boyd Company purchased Cecil I. Walker Machinery, Co. in 2010 but continued to operate as Cecil I. Walker Machinery until 2020. Boyd Company recently changed the legal name of the company to "Boyd Company" at that time. As such, Boyd Company changed the Vendor Registration in WV OASIS earlier this year, and were assigned Vendor Code 000000218337.

Boyd Company would like to extend Cecil I. Walker Machinery Company's current contract, 6620C009 -- CMADOT6620C009J, for Equipment Lease/Rental Without Operator, for an additional six months (expiring on May 14, 2022), with the current pricing, terms, and conditions.

Please let me know if any further documentation is required for the extension process.

Sincerely,



Matthew E. Conner
Sales Representative Construction
Boyd Company
3 Park Road HUB Industrial Park
Nitro, WV 25143
W: (304) 759-6400 | C: (304) 543-5406

NEW NAME. SAME OWNER. SAME GREAT TEAM.
WHAYNE SUPPLY & WALKER MACHINERY ARE NOW BOYD CAT®

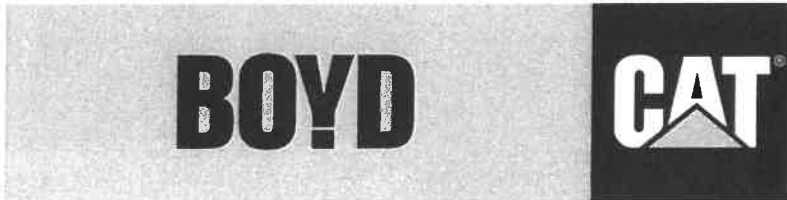
RESPONSE

```
.CORONAVIRUS { FLOAT: RIGHT; WIDTH: AUTO; POSITION: RELATIVE; MARGIN: 0 5%; PADDING: .7EM; TRANSITION: .25S; BACKGROUND: #AA0000; } .CORONAVIRUS A:HOVER{ COLOR: #FEC10; } .CORONAVIRUS:BEFORE { FONT-FAMILY: 'FONTAWESOME'; CONTENT: '\F071'; COLOR: RED; MARGIN-RIGHT: 5PX; } @MEDIA (MAX-WIDTH: 600PX){ .CORONAVIRUS { FLOAT: NONE; MARGIN: 0 AUTO; TEXT-ALIGN: CENTER; FONT-SIZE: 20PX; } .BOYD-BANNER--COLLAPSED { /*MARGIN-TOP: 185PX !IMPORTANT;*/ } }
```



**BRAND NEW NAME.
SAME GREAT TEAM.**

WHAYNE SUPPLY AND WALKER MACHINERY ARE NOW BOYD



After more than a decade of working together as one great team, Wayne Supply and Walker Machinery now move forward under one name: Boyd. This exciting transition will help us better serve customers and position our company for continued growth – all while recognizing the power of our shared legacy and realizing the potential of a bright future.



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

State of West Virginia
Master Agreement

Order Date: 2019-10-25

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number: CMA 0803 0066 DOT6620C009J	Procurement Folder: 647919
Document Name: EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR	Reason for Modification:
Document Description: ORIGINAL PROCUREMENT FOLDER: 605438	
Procurement Type: Central Master Agreement	
Buyer Name: Crystal G Hustead	
Telephone: (304) 558-2402	
Email: crystal.g.hustead@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2019-11-15
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2020-11-14

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000200284 CECIL I WALKER MACHINERY CO PO BOX 2427 CHARLESTON WV 25329 US Vendor Contact Phone: (304) 759-6400 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Sherri K Rowan Requestor Phone: (304) 558-9422 Requestor Email: sherri.k.rowan@wv.gov 20 FILE LOCATION <u>41715</u>

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

Total Order Amount	Open End
--------------------	----------

Purchasing Division's File Copy

SCANNED

ENTERED

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>Linda Harper</i> DATE: <i>10-30-19</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: <i>[Signature]</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Tolson</i> DATE: <i>11-13-19</i> ELECTRONIC SIGNATURE ON FILE
---	--	---

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

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

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

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

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

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

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

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

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000-See below per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$500,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ *****STATE OF WV MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

☒ *****CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**
STATE OF WV
1900 KANAWHA BLVD E, BLDG 5, CHARLESTON, WV 25305

☒ *****VENDOR SHOULD INCLUDE INSURANCE CERTIFICATE WITH BID**

☐

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

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

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

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

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

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

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

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

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 06/05/2019

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

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

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

Equipment Lease/Rental WITHOUT Operator (DOT6620C009)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract to provide equipment for lease/rental from individuals and organizations, without Operator, for use at West Virginia Division of Highways' locations throughout the State of West Virginia.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Item" or "Contract Items"** means the list of items identified for lease/rental in Section III, Subsection 3.2 below.
 - 2.2 **"Pricing Pages"** means the schedule of prices contained in wvOASIS or attached hereto as Exhibit A used to evaluate the Solicitation responses.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services.
 - 2.4 **"WVDOH"** used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 **"ANSI"** used throughout this Solicitation means the American National Standards Institute. Reference: www.ansi.org.
 - 2.6 **"OSHA"** used throughout this Solicitation means Occupational Safety and Health Administration. Reference: www.osha.gov.
 - 2.7 **"Lease/Rental"** or any version of this language used throughout this Solicitation means an agreement wherein the WVDOH leases/rents the equipment, without Operator, set forth for periods of time not to exceed ninety days unless otherwise clearly specified in the Delivery Order.
 - 2.8 **"Contractor", "Vendor" or "Equipment Owner"** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.

Equipment Lease/Rental WITHOUT Operator (DOT6620C009)

- 3.2.2 Mobilization:** To meet the immediate needs of the WVDOH, when a Vendor is required to deliver lease/rental equipment, Vendors shall deliver needed lease/rental equipment upon notice by the WVDOH, per Section 6.1 of these specifications, assembled and ready to operate to any location or locations as designated by the WVDOH on a Delivery Order. This may include weekends and/or holidays. Pricing for mobilization shall be bid per mile. Mobilization bid in any form other than cost per mile shall be grounds to disqualify the Vendor's bid. Vendor shall bid the cost of delivery of the leased/rented equipment for the first mile and the cost for any additional miles after the first mile.

Delivery/Mobilization fees shall be calculated and paid one-way only, by the WVDOH, from the Vendor's storage location to the WVDOH project site. When the Vendor has multiple projects, or the leased/rented equipment is traveling from one WVDOH location or project to project, additional miles will only be paid from project to project or from the Vendor's storage location to the project, whichever is less mileage. The WVDOH will provide the location for delivery of the leased/rented equipment to the Vendor on a Delivery Order.

The WVDOH will calculate the in-state delivery route mileage from the equipment owner's location of the leased/rented equipment to the WVDOH job site using the WVDOH Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each WVDOH's District Office and the Central Office located in Charleston, WV. 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 using "Google Maps" or a similar source for routing from the equipment owner's location of the leased/rented equipment to the WV State line at which time, the Straight-Line Diagrams will be sourced to the WVDOH job site.

- 3.2.3 Lease/Rental Period:** Quoted rates for leased/rented equipment, without Operator, shall be for lease/rental days, weeks and/or months.

A lease/rental day is a day of agency possession of leased/rented equipment during which it is not down for four hours or more during the normal work period.

Equipment Lease/Rental WITHOUT Operator (DOT6620C009)

Any minor and/or major needed repairs discovered during the operator's daily/weekly inspection shall be noted on the maintenance and operational checklist. The WVDOH shall contact the Vendor before the leased/rented equipment is placed into service by the WVDOH.

3.2.4.1.2 Repair or Replacement Parts: The WVDOH shall reimburse the Vendor for the repair or replacement of any part of the leased/rented equipment which shall be destroyed, damaged or made inoperative because of ordinary negligence, abuse or improper operation by its personnel. The WVDOH shall not be responsible for any such replacement or repair caused by a defect existing in such leased/rented equipment at the time of delivery by the Vendor to the WVDOH or if the need for such repair or replacement resulted from normal usage.

3.2.4.2 Down Time: All leased/rented equipment inoperable due to the necessity of replacement of parts or repair of damage for a period greater than four hours shall be considered by the WVDOH as "down" and no payment shall be made by the WVDOH for the use of the leased/rented equipment for such periods unless "down time" is due to the negligence or lack of reasonable care by the WVDOH.

3.2.4.3 Risk of Loss, Damage, Destruction or Theft: While in the possession or under the control of the WVDOH, due to or caused by the ordinary negligence of the WVDOH or its personnel or by the failure of the WVDOH or its personnel to exercise ordinary care for the protection of such leased/rented equipment, the responsibility shall be borne by the WVDOH from and after the delivery of such leased/rented equipment by the Vendor to the location designated by the Delivery Order and its acceptance by the WVDOH according to Section 6.1.1 of these contract specifications and the terms and conditions hereinafter set forth. The WVDOH shall reimburse the Vendor for the repair or replacement of any part of said leased/rented equipment which shall become lost, stolen or damaged due to the failure of the WVDOH and its personnel to use ordinary care for the protection of such leased/rented equipment.

The Vendor shall be responsible for any loss, damage, destruction or theft, partial or complete, caused by a defect in such

Equipment Lease/Rental WITHOUT Operator (DOT6620C009)

leased/rented equipment such as, but not limited to, Aerial Bucket Truck, Aerial Platform Truck, Crane, Manlift and Underbridge Platform Inspection Units shall receive inspections and tests to be in full compliance meeting all manufacturer's, State and Federal rules and regulations before being placed back into service for use by the WVDOH.

4. CONTRACT AWARD:

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

4.2 Pricing Pages and Information Attachment form:

4.2.1. Exhibit A, Pricing Pages: Vendors may bid any or all items on Exhibit A, Pricing Pages.

Vendors should submit their proposed pricing for each item bid as daily, weekly and/or monthly on the Pricing Pages. Proposed pricing submitted in any other format other than what is requested on the Pricing Pages shall be grounds to disqualify the Vendor's bid for the piece of equipment or the bid in its entirety. Proposed pricing for delivery fee rates are only acceptable per Section 3.2.2 of the contract specifications.

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

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

The Pricing Pages contain a list of Contract Items. There is no estimated lease/rental volume available for any Contract Item. No future use of the Contract or any individual Contract Item is guaranteed or implied.

4.2.2 Information Attachment Form: The Information Attachment Form should identify the Vendor's Base Location and any other potential Base Locations where the leased/rented equipment may be delivered from, by the Vendor or picked up by the WVDOH. The Vendor should provide the

Equipment Lease/Rental WITHOUT Operator (DOT6620C009)

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

At the time of need, the selection method to determine the low-bid Vendor per project, the WVDOH will calculate the cost of leasing/renting the equipment plus the cost of delivery of the leased/rented equipment from the Vendor's base location to the WVDOH job site and award the Delivery Order to the Vendor who can furnish the leased/rented equipment at the least overall cost. The WVDOH shall record the Vendor's equipment serial number on the Delivery Order.

An example: Lease/Rental of an Aerial Bucket Truck for three days, at \$100.00/day with a 10-mile delivery at \$1.00/1st mile and \$.50/each additional mile. To calculate lease/rental: \$100.00/day x 3 days = \$300.00 for lease/rental of the equipment only. To calculate mobilization: \$1.00/1st mile plus \$.50/each additional mile x 9 miles = \$5.50 for mobilization of equipment only. Add \$300.00 for equipment and \$5.50 for mobilization for a total of \$305.50 lease/rental for three days.

Proximity of the leased/rented equipment to the WVDOH job site shall be a factor in determination of each Delivery Order. As explained in the preceding paragraphs, the Delivery Order will be issued to the lowest awarded Vendor; however, it is understood between the WVDOH and all awarded Vendors, if the low awarded Vendor for any given job is unable to perform, the Delivery Order will be cancelled and given to the next lowest awarded Vendor. If a Vendor cannot be found to perform the duties and obligations under this contract, the Delivery Order may be cancelled and the lease/rental for the needed equipment may be bid on the open market.

NOTE: Due to unforeseen circumstances when delivery by the Vendor is not feasible to meet the immediate need, the WVDOH shall have the option of picking up the leased/rented equipment from a Vendor's base location. If the WVDOH chooses the pickup option, the Vendor's cost of delivery is not calculated into the cost.

5.2 Invoicing:

Equipment Lease/Rental WITHOUT Operator (DOT6620C009)

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.**

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 24 hours after orders are received. Vendor shall deliver emergency orders within an agreed upon acceptable timeframe by the Vendor and the WVDOH after orders are received.

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

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

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

6.3 Delivery Payment/Risk of Loss: Standard order delivery or emergency delivery shall be as per Section 3.2.2 of the contract specifications. Vendor shall include the cost of standard order delivery charges as directed in Section 3.2.2 of the contract specifications.

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

6.5 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, such as the Vendor delivering a piece of leased/rented equipment that was not awarded on this contract, the Contract Items shall be returned to Vendor at

Equipment Lease/Rental WITHOUT Operator (DOT6620C009)

- 8.2 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.
- 8.3 Inspection of Equipment:** The Vendor shall have the right, during normal working hours, to the extent of the WVDOH's authority, to enter upon the premises where the said equipment is located for inspecting the lease/rented equipment.
- 8.4 Damage beyond the control of the WVDOH:** The WVDOH shall not be liable for damage to or loss of any leased/rented equipment resulting from lightning, Acts of God, riots, strikes or other causes beyond the WVDOH's control.
- 8.5 Insurance:** The WVDOH is insured by the Board of Risk and Insurance Management. Insurance coverage will be provided by that agency only for long term, over thirty consecutive days of equipment lease/rental. Insurance coverage for short term lease/rental of equipment will be the responsibility of the owner/Vendor. The WVDOH will, at its option, either replace or pay to the Vendor the fair market value of any of the said equipment or any part thereof, lost destroyed or stolen because of the negligence of or lack of ordinary care on the part of its employees.
- 8.6 Liens:** The WVDOH shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge and encumbrance or claim on or with respect to the lease/rented equipment, except with respect to the respective rights of the Vendor and the WVDOH.
- 8.7 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items leased/rented, quantities of items leased/rented and total dollar value of the items leased/rented. Vendor shall also provide reports, upon request, showing the items leased/rented during the term of this Contract, the quantity leased/rented for each of those items and the total value of lease/rental for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.8 Contract Manager:** During its performance of this Contract, the Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below:

Contract Manager: Matthew E. Conner
Telephone Number: (304) 759-6400

Information Attachment Form

Vendor Name: C.I.Walker Machinery Co.

Base Location:

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

Vendor Base Location:	
Walker Express Nitro	
3 Park Road, HUB Industrial Park	
Nitro, WV	
Vendor Base Location:	
Walker Express Beckley	
1314 Robert C. Byrd Dr.	
Crab Orchard, WV	
Vendor Base Location:	
Walker Express Parkersburg	
4010 Emerson Ave.	
Parkersburg, WV	

Counties Bid:

Vendor shall indicate the area which he wishes to lease/rent equipment to the WVDOH by placing an "X" or "√" beside the County, Counties or Statewide. If the Vendor fails to indicate which County or Counties, it will be assumed that the Vendor's bid is for Statewide.

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

Exhibit A

(DOT6620C009)

Vendor Name: C.I. Walker
Machinery Co.

Equipment Description (WITHOUT Operator)	Equipment Offered for Lease/Rental Without Operator		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile Add. Mi.
ASPHALT RECYCLING ATTACHMENT Endloader bucket - mounted, asphalt grinder/recycle attachmt, min 185 hp 8,500 lb. wt. capable of grinding and remixing up to 12" deep and 48" wide pavement and base						
ASPHALT REMOVAL/RECYCLER Benedetti or similar						
ATTENUATOR - Trailer Mounted must meet MCHRP 350 TL-3						
AUGER 18"-24"						
AUGER 18"-24" Core Barrel						
AUGER Trak Mounted 35,000 Ft lb min.						
AUGER Terex Telelect Commander 6000 Digger, 33,520 lb Capacity, 3 Sections/ 61 Ft Reach or similar						
AUGER Truck-Mounted Digger Derrick 35,000 lb GVW, Rear Mounted Alltec D947-TR or similar						
BACKHOE CRAWLER TRACKHOE or similar with drill rig attachment for the boom						
BACKHOE LOADER Rubber Tired 55-85 DHP	CAT	416F	278	728	1,838	300
BACKHOE LOADER WITH HYDRAULIC BREAKER Mtd. Hyd. Breaker 55-85 DHP D	CAT	416F w/ H95 hammer	563	1,500	4,125	300
BACKHOE LOADER WITH HYDRAULIC BREAKER Mtd. Air Breaker 1,000 ft./lbs. min.						
BACKHOE LOADER TRACTOR - Compact Rubber Tired 20-30 HP max. height - 83"						
BACKHOE LOADER TRACTOR - Mini 25-30 HP Standard Stick 12' Backhoe Bucket - T7 or similar						
BASE WIDENER SP Shoulder Stone						
BOX DELIVERY TRUCK 24 ft length box min. NO CDL Required						
BRUSH CHIPPER - up to 49 hp Cutting size - 12" in diameter.						
BRUSH CHIPPER - from 50 hp to 85 hp Cutting size - 12" in diameter.						
BULLDOZER Crawler 6D 65-75 DHP D	CAT	D3K2	398	1,065	3,075	300
						3

(DOT6620C009)

Exhibit A

Vendor Name: C.I. Walker
Machinery Co.

Equipment Description (WITHOUT Operator)	Equipment Offered for Lease/Rental Without Operator		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
DITCH WITCH or similar trencher - walk behind 5-25 hp							
Dump Truck, Class 8, Steel Bed Single Axle							
Dump Truck, Class 8, Aluminum Bed Single Axle							
Dump Truck INTERNATIONAL 4300 SBA or similar							
Dump Truck FORD F650 or similar							
Dump Truck FREIGHTLINER M12106 or similar							
Dump Truck STEEL BED 4 AXLE							
Dump Truck, Tandem Double axle (3 axle)							
Dump Truck, Tandem MACK GU 713 or similar							
Dump Truck, Tandem MACK GU 713 or similar							
Dump Truck, Tandem Freightliner 114 SD or similar							
EQUIPMENT TRAILER							
10,000 lbs or less, tilt style deck 16ft - 18 ft length to attach to a pintle hitch							
EQUIPMENT TRAILER							
12,000 lbs - 14,000 lbs, tilt style deck 16ft - 18 ft length to attach to a pintle hitch							
EQUIPMENT TRAILER							
assisted							
EXCAVATOR - TELEBOOM Track Mid. SP 0.5 Cyd. D	Galormade / Big Tex	Trailer 14k	80	235	700	300	2
EXCAVATOR - TELEBOOM Truck Mid. SP 0.5 Cyd. D							
EQUIPMENT TRAILER							
EXCAVATOR w/McMillen extreme duty earth auger or similar	CAT	303.5 w/ auger	240	713	2,063	300	3
EXCAVATOR Mini-Hyd. Track Mid. 2,600 lbs. max.							

(DOT6620C009)

Exhibit A

Vendor Name: C.I. Walker
Machinery Co.

Equipment Description (WITHOUT Operator)	Equipment Offered for Lease/Rental Without Operator		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
EXCAVATOR - 1/5 Cyd. 44 HP							
11,000 lbs. Track Width 6' out-to-out	CAT	305.5	300	825	2,700	300	3
EXCAVATOR - 1/4 Cyd 55 HP							
D 14,000 lbs. Bucket, Track Width 6' out-to-out	CAT	307E	360	1,020	3,188	300	3
EXCAVATOR ATTACHMENT							
Plate compactor for 15,000-20,000 lb excavator	CAT	CVP40	169	503	1,650	300	2
EXCAVATOR ATTACHMENT							
Hydraulic hammer for 15,000-20,000 lb excavator	CAT	H95	285	773	2,288	300	2
EXCAVATOR ATTACHMENT							
Swivel head with ditching bucket							
EXCAVATOR ATTACHMENT							
Tree Mulcher -severe duty rated- Bull Hog Model BH40EXC or similar 51" for Excavator size 15 to 45 Ton							
FLATBED TRUCK							
1 Ton minimum with 22 ft. bed length minimum							
FLATLINER - attachment for a skid steer							
Profilograph and bump grinder in one							
FORKLIFT TRUCK							
Rough Terrain, 5 - 10 K lb. lift cap.	CAT	TL1055	510	1,275	3,263	300	3
FORKLIFT TRUCK							
6,000 # Load Cap., Min. 63 HP	CAT	TL642	338	825	1,950	300	3
GENERATOR - TRAILER MOUNTED:							
30 kw	CAT	XQ30	136	408	1,224	200	2
45 kw	CAT	XQ45	140	420	1,260	200	2
60 kw	CAT	XQ60	168	504	1,512	200	2
80 kw	CAT	XQ80	195	585	1,755	200	2
100 kw	CAT	XQ100	226	678	2,034	200	2
125 kw	CAT	XQ125	232	696	2,089	200	2
175 kw	CAT	XQ175	310	930	2,790	200	2
200 kw	CAT	XQ200	357	1,071	3,213	200	2
230 kw	CAT	XQ230	414	1,242	3,726	300	2
300 kw	CAT	XQ300	500	1,500	4,500	300	2
400 kw	CAT	XQ400	657	1,971	5,913	300	2
500 kw	CAT	XQ500	797	2,391	7,173	300	5
600 kw	CAT	XQ600	937	2,811	8,433	300	5
800 kw	CAT	XQ800	1,164	3,492	10,476	300	5
1,000 kw	CAT	XQ1000	1,391	4,173	12,519	300	5
2,000 kw	CAT	XQ2000	2,823	8,469	25,407	300	5
GRAPPLE ATTACHMENTS							
for Skid Steer Loaders 72" - 78" attachments	CAT	72" Grapple Bucket	60	180	600	200	3

(DOT6620C009)

Exhibit A

Vendor Name: C.I. Walker
Machinery Co.

Equipment Description (WITHOUT Operator)	Equipment Offered for Lease/Rental Without Operator		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
PAVER - HOT MIX ASPHALT Rubber-tired Paver > 125 HP							
PAVER - HOT MIX ASPHALT Track Paver < 125 HP							
PAVER - HOT MIX ASPHALT Track Paver > 125 HP	Weiler	P385	750	2,250	8,000	400	4
POLY PATCHER II or similar Double-boiler type mixer, Tri Mid.							
PRESSURE WASHER/Hot Water 120° Min, 700-3000 psi Min.							
ROCKDRILL - SP Hyd. Excav./Boom Mid. 3" Holes/20" deep min.							
ROCK HAMMER FOR EXCAVATOR 5000-7000 lbs. class							
ROCK TRUCK - ARTICULATED 20 -30 T	CAT	H140	1,193	3,098	8,963	300	3
ROLLER 5 Ton with 2 steel drums	CAT	725C	1,125	2,880	9,375	500	5
ROLLER 10-15 Tons with 2 steel drums	CAT	CB24	218	615	1,575	300	3
ROLLER 5 -6 T PNEUTR TOW/Trk. Mid.	CAT	CB54/CB13	431	1,290	4,200	400	4
ROLLER 10 T PNEUTR							
ROLLER 7-15 T PNEUTR, Articulated							
ROLLER SP PNEUTR - 10K GWW G							
ROLLER SP PNEUTR - 20K GWW G							
ROLLER - TRENCH VIB Dual Drum Approx. 10 HP, Approx. 2.5ft W x 8.3 ft L	Wacker	RT82-SC	210	600	1,673	300	3
ROLLER - VIB SP 1 Drum 2XL 10 - 15 K GWW D	CAT	CS54	465	1,410	3,900	400	4
ROLLER - VIB SP 1 Drum 2XL 10 - 20 K GWW D	CAT	CS56	495	1,433	4,238	400	4
SAND BLASTER 200 lb. Flopper min.							

(DOT6620C009)

Exhibit A

Vendor Name: C.I. Walker
Machinery Co.

Tr. Type	Equipment Description (WITHOUT Operator)		Equipment Offered for Lease/Rental Without Operator		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
			Manufacturer's Name	Model/Serial #	\$/Day	\$/Week	\$/Month	1st Mile	Add. Mi.
STREET SWEEPER - HYDROSTATIC									
Edgin Pelican III or similar			Broce	350	308	870	2,288	400	4
STREET SWEEPER - Towable									
Self-Propelled									
STREET SWEEPER - Truck-Mounted									
4.0 C.Y. Min. hopper cap., water-spray system for dust control Sidelcurb brooms & rear/center broom, 11,000 lbs - 33,000 lbs									
TAMPER/COMPACTOR - Vibratory									
650 min. blows per minute			Wacker	BS60	75	225	579	200	2
TRACTOR									
John Deere 6100M or similar									
BOOM MOWER Attachment -ALAMO MAVERICK or equivalent for use with offered Tractor									
MULCHER/HEAD Attachment for use with offered tractor									
SRD50 or equivalent									
TRACTOR									
John Deere 6200 or similar									
Boom Mower Attachment for use with Offered Tractor									
Flat Mower Attachment for use with Offered Tractor									
Sicklebar Mower Attachment for use with Offered Tractor									
TRAILER									
6 tons with ramps, minimum 18' length, 8.5' width									
TRAILER - FLATBED TR-AXLE									
22,500 GVWR, 23 ft. with dove tail, Air Breaks			Gatormade / Big Tex	Trailer 14k	80	235	700	300	2
TRAILER - FLATBED - Two Axles									
20,000# Payload Cap. Min.Width 8.5', Min.Length 24'									
TRAILER - LowBoy									
35 - 50 ton - pony motor, self contained hydraulics									
TRAFFIC SIGNALS - PORT									
2 Phase Operation D/E									
TREE TRIMMER - Power Mechanical Trimmer - Track									
Up to 53' Reach - Kwik-Trim Takeuchi TB260 or similar									
TREE TRIMMER - Telescoping Trimmer Power Train - Track									
Up to 75' Reach - 24" diameter saw - Sky Trim 75 or similar									
TRENCH BOX									
Various Sizes - Vendor provide sizes available									
TRENCH PAVER									
Base Widening Machine									

(DOT6620C009)

Exhibit A

Vendor Name: C.I. Walker
Machinery Co.

Equipment Description (WITHOUT Operator)	Equipment Offered for Lease/Rental Without Operator		Lease/Rental Rate of Equipment Without Delivery/ Without Operator			Equipment Delivery Fee	
	Manufacturer's Name	Model/Serial #	\$ /Day	\$ /Week	\$ /Month	1st Mile	Add. Mi.
WELDER - PORTABLE 225 AMP min. - GASOLINE powered							
WELDER - PORTABLE 225 AMP min. - DIESEL powered							
WORK PLATFORM SP SL 25' High Platform 1,500# CAP							
WORK PLATFORM SP SL 35' High Platform 1,500# CAP	Genie	GS2632	128	285	600	300	3
	Genie	GS3246	173	360	788	300	3



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

State of West Virginia Master Agreement

Order Date: 11-19-2020

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0803 0066 DOT6620C009J 2	Procurement Folder:	647919
Document Name:	CHANGE ORDER #1	Reason for Modification:	
Document Description:	CHANGE ORDER #1 ORIGINAL PROCUREMENT FOLDER: 605438	CHANGE ORDER #1 TO RENEW CONTRACT	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2019-11-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2021-11-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000200284 CECIL I WALKER MACHINERY CO PO BOX 2427 CHARLESTON WV 25329 US Vendor Contact Phone: 304-759-6400 Extension:	Requestor Name: Sherri K Rowan Requestor Phone: (304) 558-9422 Requestor Email: sherri.k.rowan@wv.gov																				
Discount Details:																					
<table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			21 FILE LOCATION 446124
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

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

Purchasing Division's File Copy

Total Order Amount:

Open End

SCANNED

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE:

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE:

ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE:

ELECTRONIC SIGNATURE ON FILE

Extended Description:
CHANGE ORDER #1

TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS.

EFFECTIVE DATE OF RENEWAL: 11/15/2020 THROUGH 11/14/2021
RENEWAL REMAINING: 2

ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	72141702			EA	0.000000
Service From		Service To			

Commodity Line Description: EQUIPMENT LEASE AND RENTAL WITHOUT OPERATOR

Extended Description:
EQUIPMENT LEASE AND RENTAL WITHOUT OPERATOR



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

Byrd E. White, III
Secretary of Transportation/
Commissioner of Highways

September 1, 2020

Jimmy Wriston, P. E.
Deputy Secretary/
Deputy Commissioner

Vendor: Cecil I Walker Machinery Co.
PO Box 2427, Charleston, WV 25329
Contract Manager: Matthew E. Conner
Phone: (304) 759-6400 Email: mconner@walker-cat.com
Subject: Equipment Lease/Rental Without Operator (6620C009 - CMA DOT6620C009J)

Dear Mr. Conner,

The West Virginia Department of Transportation, Division of Highways, has offered to renew the above-named Contract under the existing terms, conditions, and pricing. This renewal will extend the Contract's current expiration date to November 14, 2021. In order to process your company's acceptance, please complete the following:

- Sign and date a copy of this Renewal Letter.
- Have your signature notarized on the attached Purchasing Affidavit.
- Provide a current copy of your company's Certification of Insurance.
- Check/update your company's contact information (email address) and registration status via the Vendor Self-Service Portal (VSS) at www.wvoasis.gov.

Once the above steps have been completed, scan/send the documents (Renewal Letter, Purchasing Affidavit, and Certification of Insurance) to me by email at Shanae.T.Mace@wv.gov. Please feel free to contact me if you have any questions or concerns.

Kind regards,

Shanae T. Mace

Shanae T. Mace, Contract Specialist
WVDOT | Division of Highways | Operations Division
Ph: (304) 414-5087

Matthew E. Conner
Name/Signature

9/29/2020
Date

Sales Representative Construction
Title

PROCUREMENT USE ONLY

Jim Lewis