



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: 06-13-2022

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 0211 4001 GSD2200000010 1	Procurement Folder:	1056829
Document Name:	Special Inspections and Survey Monuments	Reason for Modification:	
Document Description:	Special Inspections and Survey Monuments	Award of AEOL 0211 GSD2200000002	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-06-20
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-06-19

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000203587 TRIAD ENGINEERING INC 10541 TEAYS VALLEY RD  SCOTT DEPOT WV 25560 US Vendor Contact Phone: 999-999-9999 Extension:	Requestor Name: Aaron M Armstrong Requestor Phone: 304-352-5492 Requestor Email: aaron.m.armstrong@wv.gov																				
Discount Details:	<b>22</b> FILE LOCATION _____																				
<table><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr><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></table>			Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No		
		Discount Allowed	Discount Percentage	Discount Days																	
#1		No	0.0000	0																	
#2		No																			
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV 25305 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999 US

6-16-22 RAS

Purchasing Division's File Copy

Total Order Amount: Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION  
DATE: 6/15/2022  
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM  
DATE: 6/21/2022  
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION  
DATE: 6-22-2022  
ELECTRONIC SIGNATURE ON FILE

**Extended Description:**  
Central Master Agreement  
Professional Engineering Services

The vendor, Triad Engineering, Inc., of Scott Depot, WV, agrees to enter with the Agency, the WV Department of Administration, General Services Division, into an open-end contract for Special Inspections and Survey Monuments to conduct and perform special testing, inspections, and erect survey monuments for the WV General Services Division, per the bid requirements and terms and conditions of Expression of Interest AEOI 0211 GSD2200000002 (as solicited in Procurement Folder 1039937), the Vendor's proposal (dated 6/20/2022), and the attached agreement, all incorporated herein by reference and made a part of hereof.

Ordering instructions - Ordering Procedure is outlined in "Procurement Procedures" included in vendor's proposal, attached.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81101703				0.000000
	Service From	Service To			
	2022-06-20	2023-06-19			

**Commodity Line Description:** Special Inspections and Survey Monuments

**Extended Description:**  
Per attached Agreement

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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.

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

☒ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for \_\_\_\_\_ years;

☐ the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

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

☐ **Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

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

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

☐ **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.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

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

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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

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

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

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

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

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)



**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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**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 regarding 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.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

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

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

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

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**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.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. NO DEBT CERTIFICATION:** 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**38. 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.

**39. 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.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

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

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

**43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

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

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

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

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

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



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

(Name, Title)  V.P.

(Printed Name and Title) Larry "Lee" McCoy Jr., P.E. Regional Manager/Vice President

(Address) 10541 Teays Valley Road; Scott Depot, WV 25560

(Phone Number) / (Fax Number) 304-755-0721/304-755-1880

(email address) lmccoy@triadeng.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Triad Engineering, Inc.

(Company) \_\_\_\_\_

(Authorized Signature) (Representative Name, Title)

 VICE PRESIDENT

(Printed Name and Title of Authorized Representative) (Date)

Larry "Lee" McCoy Jr., P.E. Regional Manager/Vice President

(Phone Number) (Fax Number)

304-755-0721/304-755-1880

(Email Address)

June 20, 2022

Mr. Aaron Armstrong  
General Services Division  
State of West Virginia  
103 Michigan Avenue  
Charleston, West Virginia 25303  
Via email: aaron.m.armstrong@wv.gov

**RE: Special Inspections and Survey Monuments  
Capitol Capital Complex  
Charleston, West Virginia  
Triad Proposal No.: 04-22-0258**

Dear Mr. Armstrong:

In response to your request, Triad Engineering, Inc. (Triad) is pleased to submit this proposal for special inspections and survey monuments for construction observation and testing services for the above referenced project. The special inspections portion of this contract shall be an open-ended contract for 1 year with a possible 3 year extension. This proposal outlines the planned scope of services, contains unit rates for these services. The scope of work discussed herein is based on our understanding of your Agency Expression of Interest (EOI) and our subsequent discussions.

## **PROJECT DESCRIPTION**

The project site is within the State of WV Capital Complex, located along Kanawha Boulevard in Charleston, Kanawha County, West Virginia. The General Services Division (GSD) has numerous impending or active projects which require International Building Code (IBC) defined special inspections to support the various projects. The scope of work also includes the installation of at least 6 survey monuments across the 54-acre campus. GSD has requested TRIAD provide a cost proposal for this work.

## **PLANNED SCOPE OF SERVICES**

We propose to provide appropriate personnel as required to perform the required special inspection testing and construction observation services. To properly perform the work, TRIAD requires a full complete set of the project documents including construction drawings, technical specifications and geotechnical reports which have been prepared for the project. For full-time or daily testing activities, our technician can maintain contact with the superintendent daily. However, for intermittent services, we require 24-hour notice that testing is needed so that we can effectively schedule personnel, vehicles, and equipment. Services anticipated are as follows:

## **PROCUREMENT PROCEDURES**

**“Ordering Procedure:** When Agency notifies Vendor (by email or telephone) that Contract Services are required, Vendor shall prepare a written (signed and dated), itemized estimate of effort based solely upon Unit Rates and/or cost plus markups provided for in this proposal, Agency and Vendor will coordinate to determine satisfactory quantities of Unit Rates to cover the individual subject scope of Contract Services. Vendor will submit (by email) estimate to Agency within two (2) working days of being notified, unless approved in writing by the Agency to take longer to submit the estimate. The estimate must also include timelines for completing the covered Contract Services and a general written description of the scope of work to be performed. Agency will create individually numbered Agency Delivery Order based on each Vendor estimate and will issue Agency Delivery Order to Vendor in a timely manner.

**Delivery Orders:** Vendor shall accept delivery by facsimile, email, or any other written form of communication. Agency will generate uniquely numbered Agency Delivery Orders to initiate purchases of Contract Services.

**Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payment in advance is not permitted under this contract.

- Invoices shall be submitted for payment (in arrears) and must include invoice date, complete address of the vendor, Agency Delivery Order number and Centralized Master Agreement (CMA) number.
- Itemized list of all service line items purchased.
- Invoices shall be emailed to the following address: [aaron.m.armstrong@wv.gov](mailto:aaron.m.armstrong@wv.gov).
- Vendor will provide invoices from third party vendors when submitted an invoice to the GSD.

### **1. CONCRETE**

#### **A. Cast-in-Place**

- i. Prior to concrete placement, observe formwork and reinforcing steel to verify compliance with the project plans and specifications. Reinforcing steel shall comply with ACI 318, Sections 3.5 and 7.1-7.7.
- ii. Observe concrete placement and record concrete supplier, placement and consolidation method(s) and weather condition(s) at the time of placement.
- iii. Obtain composite sample(s) in accordance with ASTM C 172 at intervals specified by project plans and specifications.
- iv. Perform the following tests on composite sample(s): Slump (ASTM C 143), Air Content (ASTM C 231) and Temperature (ASTM C 1064) and additional tests as specified (i.e. unit weight, yield, etc.).
- v. Mold compressive strength specimens in accordance with ASTM C 31. Specimens shall be transported to the laboratory for compressive strength testing in accordance with ASTM C 39.
- vi. Mold flexural strength specimens in accordance with ASTM C 31. Specimens shall be transported to the laboratory for flexural strength testing in accordance with ASTM C 78.

## **2. MASONRY**

### **A. Sampling**

- i. Periodic testing of freshly placed mortar and grout to include observations of mix type, mixing proportions/methods, material temperatures and slump or flow.
- ii. Casting of mortar and grout compressive strength test specimens in accordance with ASTM C 780 and ASTM C 1019, respectively.
- iii. Transportation of the specimens to our laboratory for testing.

### **B. Quality Assurance Testing**

- i. Level A, B or C quality assurance testing of masonry elements in accordance with project specifications and TMS 602/ACI 530.1/ASCE 6 Table 3, 4 or 5, as applicable.

### **C. Masonry prisms**

- i. Observation and transportation of masonry prisms constructed in conformance with ASTM C 1314.
- ii. It is assumed that these prisms will be constructed by a professional mason for accuracy and consistency with the in-place product.
- iii. Test specimens will be transported to the laboratory for testing.

### **D. Cold/hot weather protection**

- i. Observation of cold/hot weather protection in conformance with TMS 602/ACI 530.1/ASCE 6; 1.8 C and 1.8 D, respectively.

## **3. STRUCTURAL STEEL**

### **A. Structural steel**

- i. Observation and testing including plumbness, visual examination of shop and field welds on structural framing members, shear studs and light-gauge steel framing.

### **B. Metal deck**

- i. Verify that metal deck welding conforms to AWS D1.5.
- ii. Observe layout of metal decking for proper overlaps and fastening.

### **C. High strength bolted connections and slip critical connections**

- i. Torque testing (as specified) by the turn-of-nut method, at random.

### **D. Non-destructive testing**

- i. Ultrasonic, liquid penetrant or magnetic particle testing will be used to test moment connections in conformance with AWS D1.1.

#### **4. DEEP FOUNDATIONS**

- A. Driven Deep Foundations
  - i. Observation and blow counts during the pile driving operations.
- B. Cast-In-Place Deep Foundations
  - i. Rebar inspection, and concrete testing during cast-in-place deep foundation installation.
- C. Helical Pile Foundations
  - i. Observation during installation of Helical Pile Foundations.

#### **5. SOILS PLACEMENT AND COMPACTION**

- A. Subgrade
  - i. Verification that stripping has been completed and the subgrade is suitable to receive compacted fill as required by the geotechnical report.
- B. Compacted fill and backfill
  - i. Documentation of lift thickness.
  - ii. In-place moisture-density testing in accordance with ASTM D 6938 (Nuclear Method).
  - iii. Verification of compliance with the project requirements and/or specifications. When non-compliances are noted during fill construction, suggest and observe corrective measures, including re-working and/or re-compacting materials.

#### **6. PROJECT MANAGEMENT AND ENGINEERING CONSULTATION**

- A. A Triad Project Manager will provide engineering consulting and technical recommendations about field construction problems, attend progress meetings (if required), coordinate scheduling of field visits, review daily field reports and lab data, upload and/or e-mail daily field reports and provide general administration for the project.

#### **7. LABORATORY TESTING**

- A. Concrete Laboratory Testing
  - i. Compressive Strength Testing of Cylindrical Concrete Specimens (ASTM C 39)
  - ii. Compressive Strength of Mortar Cubes or Grout Prisms (ASTM C 109 or C 1019)
- B. Soils Laboratory Testing
  - i. Natural Moisture Content (ASTM D 2216)
  - ii. Grain Size Analysis (ASTM D 422)
  - iii. Liquid and Plastic (Atterberg) Limits (ASTM D 4318)
  - iv. Moisture-Density Relations (ASTM D 698 & 1557)

Testing and observation will be performed under the supervision of a geotechnical engineer licensed in the State of West Virginia. A written report will be prepared for each day that testing or monitoring is performed.

Unless otherwise stated in writing, the Scope of Work described herein will not include preparation or issuance of "Certification" letters to the Client or any third party. Triad will use that degree of care and skill ordinarily exercised under similar conditions by reputable firms practicing in the same locality. Unless specifically included in this proposal, Triad will not provide exhaustive or continuous site observation, which may be a necessary pre-requisite for any such "Certification." If "Certification" letters or other similar documents are required, appropriate Scope of Work and fee arrangements must be agreed upon in writing prior to commencement of work on the project.

## **8. OTHER TESTS AND/OR INSPECTIONS**

Upon agreement of both the GSD and Vendor, other tests/inspections may be requested. Such tests may include, but not be limited to, asphalt, mold, air-quality, asbestos, lead, density testing of sprayed-on fireproofing, etc. If the test being performed by the vendor is not on the current contract, the vendor shall propose a rate for the test and it may be added to the contract by change order. Should vendor utilize a third party for such tests and/or inspections the costs of these tests shall be billed to the Agency as a cost-plus markup.

## **9. SURVEY MONUMENT INSTALLATION**

TRIAD proposes to provide appropriate personnel and materials to establish a localized coordinate system placement of permanent monuments with known coordinate positions and elevations.

### **A. Project Working Control**

TRIAD will utilize GNSS observations to establish a working coordinate basis derived from the WV State Plane Coordinate System (NAD-83 2011 ADJ) referenced to the North American Vertical Datum of 1988 (NAVD-88 GEOID 12B).

TRIAD will establish state plane coordinates on two inter-visible control points, commonly referred to as an "azimuth pair", for the purposes of running the initial control traverse. The initial working control points will be of semi-permanent materials sufficient to endure for the life of the project and will provide a basis for traversing the capitol complex to survey the proposed permanent monumentation.

### **B. Permanent Capitol Complex Control Monuments**

TRIAD will provide and install permanent grid monuments constructed of cast-in-place concrete with a bronze disc installed and/or bronze discs mounted in existing concrete structures that are sufficiently stable to provide a solid fixed position. Each monument will be subsequently located by field survey to establish localized grid coordinates for horizontal position (Northing & Easting format). TRIAD will determine vertical positions of all installed monuments by establishing elevations (NAVD 88) utilizing digital differential levelling techniques.

### **C. Deliverables**

- i. TRIAD will install azimuth pairs strategically located throughout the capitol complex. TRIAD will coordinate with GSD to establish the most effective and accessible sites for the monument pair installations.
- ii. TRIAD will prepare and deliver a report of survey detailing the coordinate and elevation data for each monument and control point installed on-site.
- iii. TRIAD will provide a base map showing relative positions of the monumentation and control points overlain on an aerial photo of the capitol campus.
- iv. Electronic deliverables will include .pdf files, .csv files, .xlsx files, and dwg files (AutoCAD).

**D. Accuracy Standards**

Provision of the above described survey services will be conducted in accordance with "Standards for the Practice of Surveying in West Virginia" as defined in Title 23, Series 5 of Legislative Rules for the West Virginia Board of Professional Surveyors, effective May 1, 2008 and will meet or exceed the First Order Level of positional accuracy standards as set forth in Tables A-1 and A-2 of Geospatial Positioning Accuracy Standards PART 4: Standards for A/E/C and Facility Management under APPENDIX A Recommended A/E/C Surveying and Mapping Standards (FGDC-STD-007.4-2002).

**UNIT RATES**

Triad proposes to provide the above outlined services at the unit rates or cost plus mark-up presented in Table 1. Unit rates for other types of services, if required, will be in accordance with current Schedule of Fees at the time of the services. Testing personnel will be charged on a portal-to-portal basis. Hourly work performed on an overtime basis (more than 8 hrs./day), Saturday, Sunday, or holidays will be billed at 150% of unit rates. The Triad mark-up rate shall be 15% throughout the duration of the contract.

**AUTHORIZATION**

This proposal and the attached Professional Services Agreement (PSA) represent the entire understanding between you and Triad with respect to the subject project. If our scope of services and related fees are acceptable, please execute the attached PSA and return it to us. Our receipt of the signed PSA will constitute formal notice to proceed. This proposal will remain open for acceptance for sixty (60) days from this date.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or require any additional information, please do not hesitate to contact us.

For Triad Engineering, Inc.



Lloyd A Kirk, PS  
Survey Manager



John B. (JoBe) Hope  
QC Services Manager

[lkirk@triadeng.com](mailto:lkirk@triadeng.com)

[jhope@triadeng.com](mailto:jhope@triadeng.com)

Attachments:      Table 1 – Unit Rates Schedule  
                         Professional Services Agreement



**Table 1 - Unit Rate Schedule (prepared May 2022)**

Description/Item	Unit	1st year Rate	2nd year rate	3rd year rate	4th year rate
Engineering Technician RT	HR	\$56.00	\$59.36	\$62.92	\$66.70
Engineering Technician OT	HR	\$84.00	\$89.04	\$94.38	\$100.05
Field Services Manager	HR	\$96.00	\$101.76	\$107.87	\$114.34
Senior Engineer (P.E.)	HR	\$125.00	\$132.50	\$140.45	\$148.88
Clerical	HR	\$36.00	\$38.16	\$40.45	\$42.88
Survey Technician	HR	\$80.00	\$84.80	\$89.89	\$95.28
Two-Person Survey Crew	HR	\$145.00	\$153.70	\$162.92	\$172.70
Three-Person Survey Crew	HR	\$185.00	\$196.10	\$207.87	\$220.34
Professional Surveyor	HR	\$110.00	\$116.60	\$123.60	\$131.01
Lab Technician	HR	\$45.00	\$47.70	\$50.56	\$53.60
Subcontract Steel Inspection*	EA	N/A	N/A	N/A	N/A
Vehicle Mileage	MILE	\$0.585	IRS rate	IRS rate	IRS rate
Monument Installation	EA	\$300.00	\$318.00	\$337.08	\$357.30
Concrete Cylinder Compressive Strength**	EA	\$18.00	\$19.08	\$20.22	\$21.44
Concrete Core (If Needed)	EA	\$75.00	\$79.50	\$84.27	\$89.33
Grout/Mortar Cubes**	EA	\$25.00	\$26.50	\$28.09	\$29.78
Standard Proctor (ASTM D698)	EA	\$210.00	\$222.60	\$235.96	\$250.11
Modified Proctor (ASTM D 1557)	EA	\$310.00	\$328.60	\$348.32	\$369.21
Sieve Analysis Soil w/#200 wash)	EA	\$90.00	\$95.40	\$101.12	\$107.19
Sieve Analysis Aggregate w/#200 wash)	EA	\$130.00	\$137.80	\$146.07	\$154.83
Atterberg Limits	EA	\$95.00	\$100.70	\$106.74	\$113.15
Moisture Content	EA	\$15.00	\$15.90	\$16.85	\$17.87

**Notes:**

\* Subcontracted steel inspection will be by Nondestructive Inspection Services out of Hurricane, WV and will be billed as cost plus plus 15% markup.

\*\*The unit rate for compressive strength of concrete cylinders and mortar/grout cubes is for all cylinders stored and cured regardless of being tested for compressive strength.

**TRIAD ENGINEERING, INC.  
PROFESSIONAL SERVICES AGREEMENT  
MULTI-DISCIPLINARY SERVICES**

This agreement is entered into by Triad Engineering, Inc. (Triad) and the Client as identified below. Client accepts and hereby engages Triad to perform certain professional services as set forth in the Scope of Work of Triad Proposal No. 04-22-0258 dated 5-26-2022, the terms of which are incorporated herein by reference. In consideration for Triad's professional services, Client agrees to be bound by the terms and conditions of this Agreement.

**ACCEPTANCE AND AGREEMENT TO TERMS AND CONDITIONS**

By his or her signature below, signer affirmatively represents that he or she:

- A. Is an authorized agent and representative of Client;
- B. Has full actual authority to sign this Agreement for and on behalf of Client;
- C. Has read and fully understood the terms and conditions of this Agreement;
- D. Is authorized by Client to bind Client to the terms and conditions of this Agreement, including but not limited to the Financial Responsibility set forth in Paragraph 1 – Payment Terms; and,
- E. That Client is fully aware of the terms and conditions of this Agreement.

**ACCEPTED AND AGREED ON BEHALF OF TRIAD CLIENT:**

Full Legal Name of Triad Client: WV Department of Administration - General Services Division

Typed/Printed Name of Signatory: Cody G. Taylor

Position/Title of Signatory: Procurement Specialist

Signature: Cody Taylor Date: 6/13/22

**BILLING INFORMATION (Please complete the following to assist us in proper invoicing):**

Project Site Physical Address: WV State Capitol Building / Various Other Sites  
1900 Kanawha Blvd. E., Charleston, WV, 25305

Triad Client Billing Address: 103 Michigan Ave., Charleston, WV, 25311

Invoicing Contact Name: Cody Taylor

Invoicing Contact Phone: 304-352-5531 Facsimile Number: 304-558-1475

Invoicing Contact Email Address: GSDInvoices@wv.gov

PO Number or Other Reference: CMA 0811 GSD2200000010

Special Instructions for Invoicing: Each invoice must bear the CMA number (above)  
plus the individual Agency Delivery Order (ADO)  
assigned for the specific services being  
invoiced.

## **TERMS AND CONDITIONS**

1. **PAYMENT TERMS:** For Clients without prior credit approval by Triad, Client agrees to pay to Triad a retainer of not less than one-half of Triad's estimated project fee prior to Triad beginning work. Payment in full of the remaining balance is due at the time the project is complete, and prior to Triad providing deliverables to Client or as otherwise agreed in writing.

For Clients with credit approval by Triad, payment is due upon receipt of Triad's invoice. However, payment terms are at the discretion of Triad and are contingent upon credit approval, payment history, or other factors considered relevant by Triad. Payment terms may change as factors considered relevant by Triad change. If payment is not received within thirty (30) days from the invoice date, the principal amount of the invoice shall be considered past due. Client agrees to pay a late fee equal to 1.5% per month of the past due principal amount. In the event any amount is past due more than 45 days from the last day services were provided by Triad to the project, Client acknowledges that Triad must take steps necessary to protect its interests by filing such liens as are permitted by law. In the event such undertaking is necessary, Client agrees to reimburse Triad all costs of these activities, including but not limited to attorney fees, court costs and expenses. In the event of non-payment, Client also agrees to compensate Triad for all costs of collection, including but not limited to attorney fees, court costs and expenses, in addition to all late fees accrued as of the date of final collection.

2. **CHANGES TO SCOPE OF WORK:** Client understands and agrees that the fee proposed by Triad to complete the Scope of Work is an estimate based on Triad's understanding of the required Scope of Work at the time the proposal was prepared. In the event Triad discovers that the Scope of Work required to complete the project varies from that originally understood by Triad, Triad will provide to Client a Change Order to authorize the additional services and associated changes to estimated project fees and schedule. Client understands and agrees that it may be necessary and beneficial to Client for Triad to perform additional work beyond that set forth in the original Scope of Work, and that it may be necessary to begin/perform the additional work prior to Client's execution of the Change Order. Client agrees to not unreasonably withhold approval of a necessary Change Order.
3. **INSURANCE:** Triad maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, Triad maintains Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage limits of \$2,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation. The cost of the above coverage is included in Triad's quoted fees. If additional coverage or increased limits of liability are required, Triad will endeavor to obtain the requested additional insurance and Client agrees to pay the costs and premiums associated with additional coverage or increased limits requested by Client.
4. **STANDARD OF CARE:** Triad makes no warranty or guarantee in connection with the services performed hereunder. Triad will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of Triad's profession practicing in the same or similar locality. No warranty, expressed or implied, is made or intended by Triad's proposal for consulting services or by the furnishing of oral or written opinions or reports.
5. **LIMITATION OF PROFESSIONAL LIABILITY:** Client agrees that Triad's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or Triad's fee, whichever is greater. If higher limits of professional liability are desired, Client should discuss the acquisition of additional liability coverage and corresponding charges involved with Triad prior to signing this document. In the event that Client makes a claim against Triad for any alleged error, omission or other act allegedly arising from Triad's professional service, and the Client fails to prove such a claim, then Client shall pay all attorney fees and other costs incurred by Triad in defending itself against the claim.
6. **WAIVER OF CONSEQUENTIAL DAMAGES:** To the fullest extent permitted by Laws and Regulations, Client and Triad waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of

income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

7. **INDEMNIFICATION:** Client agrees to indemnify and hold Triad, its officers, directors and employees harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by negligent acts of Client and/or Client's employees, subcontractors or anyone for whom Client is legally liable.
8. **OWNERSHIP OF DOCUMENTS:** All original documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates, prepared by Triad as instruments of service pursuant to this Agreement, shall be the sole property of Triad. Client further agrees that under no circumstances shall any documents produced by Triad pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of Triad. At the request and expense of Client, Triad will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the work contemplated by this Agreement. All legal instruments related to boundary surveying, including plats of survey, meets and bounds descriptions, etc., shall be maintained indefinitely.
9. **DELAYS:** In the event that the work is interrupted due to causes beyond the control of Triad, Triad shall be compensated for the labor, equipment and other costs incurred to maintain its work force for Client's benefit during the interruption, or at Client's option, the various costs for demobilization and subsequent re-mobilization. Compensation to Triad shall be based upon Triad's prevailing fee schedule and expense reimbursement policy. Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of either party which were not reasonably foreseeable. For purposes of this Agreement, acts of God and other circumstances include, but are not necessarily limited to, unusual weather, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, or inability - despite reasonable diligence - to supply personnel, equipment or material to the project. Should such acts occur, Client and Triad shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for herein as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.
10. **RESPONSIBILITIES OF THE CLIENT:** Client agrees to provide all information in its possession, custody, or control which relates to the site, its present and prior uses, or to activities at the site which may bear upon the services of Triad under this Agreement, including, but not limited to, the following:
  - a. a legal description of the site, including boundary lines and a site plan;
  - b. historical information as to the prior owners and uses of the site;
  - c. identification of the location of utilities, underground tanks, and other structures and the routing thereof at the site, including available plans of the site;
  - d. a description of activities which were conducted at the site at any time by the Client or by any person or entity which would relate to the services provided by Triad; and
  - e. identification, by name and/or Material Safety Data Sheets, quantity, location, and date, of any releases or handling of regulated and/or toxic/hazardous substances.
11. **RIGHT-OF-ENTRY:** If necessary to complete the Work, Client shall furnish Triad right-of-entry to the project site. Triad will take reasonable precautions to minimize damage to the property caused by Triad operations, but Triad does not include in its fee the cost of restoring damage which may result, unless explicitly stated in the Scope of Work. If Client desires Triad to restore the property to a condition equal to its former condition, such work shall be specifically stated in the Scope of Work, and costs assigned accordingly. In no case shall Triad be liable for damages caused by others during or subsequent to Triad's operations, including damages arising from trespass facilitated by developing access to the property by Triad.
12. **DAMAGE TO EXISTING MAN-MADE OBJECTS:** It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects at or near test, sample or boring locations. If Triad is provided data in writing as to the presence or potential presence of underground or above ground obstructions, such as utilities, Triad will give special instructions to its

field personnel. Client agrees to indemnify and hold Triad harmless from all claims, suits and losses from personal injury, death and property liability damage resulting from unanticipated subsurface conditions, including damage to subsurface structures owned by the Client or third parties, and which occur during, or as a result of, the performance of authorized services by Triad, including but not limited to Triad's legal expenses and costs and any other damage incurred by Triad as a result thereof. If requested by Client in writing, Triad agrees to notify appropriate utility location services in an attempt to identify possible underground utilities at the site prior to the initiation of subsurface exploration activities. The Client, however, retains the responsibility to disclose to Triad the presence and accurate location of any underground utilities or man-made objects which may, or may not, be identified or located at the site by appropriate utility location services, but which are known to exist by the Client.

- 13. SAMPLING OR TESTING LOCATION:** Unless otherwise specifically stated in the Scope of Work, Triad's estimated fees do not include costs for determining accurate horizontal and vertical locations of tests, samples or borings. Therefore, locations described in Triad's reports or shown on sketches are based on information furnished by Client or others, or estimates made by Triad's authorized representatives. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated in writing by Triad.
- 14. UNCONTAMINATED SAMPLE DISPOSAL:** Unless otherwise requested, uncontaminated test specimens or samples may be disposed of immediately upon completion of tests. Upon written request, Triad will retain test specimens or samples for a mutually acceptable storage charge and period of time.
- 15. SAFETY:** Should Triad provide services at a project site where active construction, manufacturing, or other activity is occurring which could result in health or safety hazards, Client agrees that, in accordance with generally accepted practices, the Client will be solely and completely responsible for safe working conditions on the job site. This includes safety of all persons and property during the performance of the work and compliance with OSHA regulations. These requirements will apply continuously and not be limited to normal working hours. Any monitoring of Client's construction contractor procedures conducted by Triad is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the site.
- 16. DISCOVERY OF UNANTICIPATED REGULATED AND/OR TOXIC/HAZARDOUS MATERIALS:** Triad and Client agree that the discovery of unanticipated regulated and/or toxic/hazardous materials constitutes a changed condition mandating renegotiation of the Scope of Work or termination of services. Triad and Client agree that the discovery of such unanticipated materials will make it necessary for Triad to take immediate measures to protect human health and safety, and/or the environment. Triad agrees to notify Client as soon as practically possible should unanticipated materials or suspected materials be encountered. Client encourages Triad to take any and all measures that in Triad's professional opinion are justified to preserve and protect the health and safety of Triad's personnel and the public, and/or the environment, and Client agrees to compensate Triad for the additional cost of such work. In addition, Client waives any claim against Triad, and agrees to indemnify, defend and hold Triad harmless from any claim or liability for injury or loss arising from Triad's encountering of unanticipated regulated and/or toxic/hazardous materials or such suspected materials. Client further agrees to compensate Triad for any time spent and expenses incurred by Triad in defense of any such claim, with such compensation to be based upon Triad's prevailing fee schedule and expense reimbursement policy. To the extent required by law, Client shall promptly report regulated conditions, including, without limitation, the discovery of releases of regulated and/or toxic/hazardous substances, at the site to the appropriate public authorities in accordance with applicable law.
- 17. HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLE DISPOSAL:** In the event that samples and/or materials contain or are suspected to contain regulated substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Triad at its sole discretion may, after completion of testing: (1) return such samples and materials to Client, or (2) reach an agreement to have such samples and/or materials properly disposed in accordance with applicable laws. Client agrees to pay all costs associated with the storage, transport, and disposal of hazardous or potentially hazardous samples and/or materials. Client recognizes and agrees that Triad is acting as a bailee and at no time assumes title to said waste.
- 18. CONTAMINATED EQUIPMENT:** All laboratory and field equipment and/or tools contaminated by unanticipated regulated and/or toxic/hazardous materials as a result of performing the Work will be decontaminated at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment and/or

tools which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment and/or tools shall be delivered to Client or disposed of in a manner similar to that indicated for regulated substances or hazardous materials. Client agrees to pay the fair market value of any such equipment and/or tools which cannot reasonably be decontaminated.

**19. SUBSURFACE RISKS:** Whenever engineering or related disciplines are applied to assess subsurface conditions, Client recognizes that special risks occur, and that even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of care, may fail to detect certain conditions. Therefore, Client assumes the risk that subsurface conditions that Triad properly infers to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrences or direct or indirect human intervention at the site or distant from it, subsurface conditions may quickly change. Client realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied by Triad to help reduce them to that level deemed tolerable by Client. Triad is available to explain these risks and risk reduction methods to Client but, in any event, the scope of services included with this Agreement is that which Client agreed to or selected, in light of his own risk preferences and other considerations.

**20. CERTIFICATION:** Should Triad employ sampling or testing procedures during the course of the work, Client understands that such procedures indicate actual conditions only at the precise locations from which samples or tests were taken, and that Triad will make inferences based on these results to form a professional opinion of conditions in areas beyond those from which samples or tests were taken. Client recognizes that Triad cannot assure the existence of conditions which are inferred to exist from sample or test results. Accordingly, Client agrees that Triad cannot provide any certification of the existence of conditions in locations not directly sampled or tested by Triad.

Unless the Scope of Work specifically provides for certification of the Work beyond those standards set forth in Paragraph 4 of this Agreement, Triad shall not be expected or required to provide any Certification of the Work to Client or third parties. In the event Client anticipates the need for any Certification of the Work by Triad, whether for Client or for third parties, this requirement shall be discussed with Triad's authorized representative prior to execution of this Agreement, and appropriate consideration negotiated.

**21. COST ESTIMATES:** If included in the Scope of Work, Triad may prepare and submit to the Client an opinion of probable costs for certain work which Client may anticipate. Because Triad has no control over the cost of labor, materials, equipment, the Contractor's methods of work, the Contractor's methods of determining prices, competitive bidding or market conditions, Triad's opinions of probable cost represent Triad's best professional judgment. However, Triad cannot and does not guarantee that proposals, bids, or costs will not vary from opinions of probable cost prepared by Triad.

**22. SITE VISITS:** Where the Work includes monitoring of project site activities by Triad, Client agrees that the Work does not include site visits at a frequency or number beyond those established in the Scope of Work. It is further agreed that Triad will not assume responsibility for the means, methods, techniques, sequences or procedures of project site activities, and it is understood that services provided by Triad will not relieve others of liability for performing the work in accordance with the plans, specifications, and applicable codes and regulations. Triad will alert Client in a timely manner when Triad deems work pertinent to the Scope of Work is not being performed in accordance with the project plans and specifications. Any deviation from the aforementioned shall be defined in the Scope of Work. Full-time construction monitoring does not mean that Triad is observing placement of all materials. Full-time construction monitoring means that an employee of Triad has been assigned to the project for the time required to fulfill the Scope of Work.

In the event the Scope of Work includes site visits by Triad for any purpose, it shall be Client's or Client's designated representative's responsibility to give Triad reasonable notice of the occurrence of any event or procedure requiring Triad's observation or testing. Triad will not be liable for any aspect of an event or procedure for which Triad does not receive 24 hour notice or such notice as may be otherwise agreed.

**23. SUBPOENAS AND OTHER LEGAL NOTICES:** All costs associated with compliance with any subpoena for documents, summons, testimony in a court of law, or for any other purpose relating to work performed by Triad

under this Agreement, shall be paid by the Client. Costs include, but are not limited to, hourly personnel charges, travel and accommodations, advice of counsel, and all other reasonable associated costs.

- 24. DISPUTES:** If a dispute arises out of the performance of this Agreement (including fees due Triad), the parties agree to exercise good faith efforts to resolve the matter fairly, amicably, and in a timely manner. If the dispute cannot be settled through discussion, each party agrees to endeavor to settle the dispute through mediation. The mediation shall be conducted by a mediator authorized by the state bar association in the jurisdiction where the professional services were performed. The parties agree to resort to arbitration, litigation, or other court proceedings, only in the event that mediation efforts fail to resolve the dispute. Regardless of the outcome of the mediation, the costs associated with the mediation, exclusive of attorney fees, expert fees and other costs not related to the actual cost of administering the mediation, shall be borne equally by the parties. Notwithstanding any of the dispute resolution provisions stated herein, Triad may proceed with filing and perfecting by litigation, if necessary, any mechanic's liens otherwise assertable under governing law.
- 25. TERMINATION OF SERVICES:** Client or Triad may terminate this Agreement for its convenience upon delivery of three days written notice to the other party. In the event Client requests termination of services prior to completion of the Scope of Work, Client agrees to pay all fees incurred through the date services are terminated.
- 26. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY:** Triad and subconsultant (if applicable) shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- 27. MODIFICATION OF CONTRACT:** This Agreement may be modified only in writing, signed by authorized representatives of the Client and Triad.
- 28. GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the State or Commonwealth in which the professional services were performed.