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: 07-15-2022

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 0803 0066 DOT6622C026E 1	**Procurement Folder:**	1069648
Document Name:	EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR	**Reason for Modification:**	
Document Description:	ORIGINAL PROCUREMENT FOLDER: 1024631		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2022-07-11
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2023-07-10

VENDOR

Vendor Customer Code: 000000218337
BOYD COMPANY
10001 LINN STATION RD

LOUISVILLE KY 40223-3828
US
Vendor Contact Phone: 3043894190 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name: Sherri K Rowan
Requestor Phone: (304) 558-9422
Requestor Email: sherri.k.rowan@wv.gov

23
FILE LOCATION _____

INVOICE TO

VARIOUS AGENCY LOCATIONS

AS INDICATED BY ORDER

No City WV 99999

US

SHIP TO

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS INDICATED BY ORDER

No City WV 99999

US

7/21/2022

Purchasing Division's File Copy

Total Order Amount:	Open End

ENTERED

JE 7/15/22

PURCHASING DIVISION AUTHORIZATION
DATE: 7/20/2022
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: 7/27/2022
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: JUL 29 2022
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Boyd Company, agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Equipment Lease/Rental w/o Operator per the Specifications, Terms and Conditions, Bid Requirements, Addendum_1 dated 05/12/2022, Addendum_2 dated 05/12/2022, Addendum_3 dated 05/16/2022, Addendum_4 dated 05/18/2022 and the Vendor's bid dated 05/26/2022, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	22101802			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Aerial Platform Lifts - Lease/Rental

Extended Description:
Lease/Rental of Aerial Platform Lifts with Articulating and Telescopic Booms

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	22101803			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Boom Lifts Towable - Lease/Rental

Extended Description:
Lease/Rental of Towable Articulating Boom Lifts

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	22101803			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Boom Lifts Towable - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for Towable Articulating Boom Lifts

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	24101603			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Forklifts - Lease/Rental

Extended Description:
Lease/Rental of Rough Terrain, Variable Reach, and Warehouse Forklifts

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	24101603			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Forklifts - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for Rough Terrain, Variable Reach, and Warehouse Forklifts

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	24101617			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Scissor Lifts - Lease/Rental

Extended Description:
Lease/Rental of Scissor Lifts

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	24101617			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Scissor Lifts - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for Scissor Lifts

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	22100000			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Concrete Buckets & Mixers - Lease/Rental

Extended Description:
Lease/Rental of Concrete Buckets and Mixers

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	22100000			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Concrete Buckets & Mixers - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for Concrete Buckets and Mixers

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	22101902			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Mortar Mixers - Lease/Rental

Extended Description:
Lease/Rental of 6 cu ft and 9 cu ft Mortar Mixers

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	22101902			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Mortar Mixers - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for 6 cu ft and 9 cu ft Mortar Mixers

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	20102100			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Rock Drills - Lease/Rental

Extended Description:
Lease/Rental of hydraulic and pneumatic Rock Drills.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	20102100			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Rock Drills - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for hydraulic and pneumatic Rock Drills.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	22101505			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Rollers - Lease/Rental

Extended Description:
Lease/Rental of dual drum Trench Rollers and single drum, single padfoot drum, and double drum Rollers.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	22101505			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Rollers - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for dual drum Trench Rollers and single drum, single padfoot drum, and double drum Rollers.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	20121600			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Augers - Lease/Rental

Extended Description:
Lease/Rental of Auger Bits and Core Barrels

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	20121600			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Augers - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for Auger Bits and Core Barrels

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	22101509			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Backhoes - Lease/Rental

Extended Description:
Lease/Rental of Backhoe Crawlers, Loaders, and Track Loaders

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	22101509			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Backhoes - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for Backhoe Crawlers, Loaders, and Track Loaders

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	22101528			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Loaders - Lease/Rental

Extended Description:
Lease/Rental of Loader Wheels

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	22101528			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Loaders - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for Loader Wheels

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	22101500			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Bulldozers & Crawler Attachments - Lease/Rental

Extended Description:
Lease/Rental of Bulldozers and Crawler Attachments (Ripper, Winch)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	22101500			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Bulldozers & Crawler Attachments - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for Bulldozers and Crawler Attachments (Ripper, Winch)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	22100000			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Excavators & Attachments - Lease/Rental

Extended Description:
Lease/Rental of Excavators, Mini Excavators, Wheeled Excavators, Excavators w/Heavy Duty Augers, Excavators w/Integrated Vibratory Pile Drives, Hydraulic Hammer Attachments, Plate Compactor Attachments, Swivel Head w/Ditching Bucket Attachments, Tree Mulcher Attachments, and Truck Mounted Telebooms,

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	22100000			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Excavators & Attachments - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for Excavators, Mini Excavators, Wheeled Excavators, Excavators w/Heavy Duty Augers, Excavators w/Integrated Vibratory Pile Drives, Hydraulic Hammer Attachments, Plate Compactor Attachments, Swivel Head w/Ditching Bucket Attachments, Tree Mulcher Attachments, and Truck Mounted Telebooms,

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
26	22101502			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Graders - Lease/Rental

Extended Description:
Lease/Rental of 35,000-45,000 lb class Graders

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
27	22101502			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Graders - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for 35,000-45,000 lb class Graders

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
28	22000000			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Skid Steers, Track Loaders, & Attch - Lease/Rental

Extended Description:
Lease/Rental of Skid Steer Tire Loaders, Track Loaders, Mini Skid Steers, Skid Steer Auger Bits, Auger Power Units, and Skid Steer Attachments

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
29	22000000			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Skid Steers, Track Loaders, & Attch - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for Skid Steer Tire Loaders, Track Loaders, Mini Skid Steers, Skid Steer Auger Bits, Auger Power Units, and Skid Steer Attachments

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
30	22101516			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Trenchers - Lease/Rental

Extended Description:
Lease/Rental of walk behind and ride-on Trenchers

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
31	22101516			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Trenchers - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for walk behind and ride-on Trenchers

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
32	40151600			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Compressors - Lease/Rental

Extended Description:
Lease/rental of portable Compressors

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
33	40151600			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Compressors - Delivery/Mobilization

Extended Description:
Delivery/mobilization fees for portable Compressors

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
34	26111600			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Generators - Lease/Rental

Extended Description:
Lease/Rental of trailer mounted Generators

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
35	26111600			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Generators - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for trailer mounted Generators

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
36	40101800			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Heaters - Lease/Rental

Extended Description:
Lease/Rental of indirect and towable Heaters

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
37	40101800			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Heaters - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for indirect and towable Heaters

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
38	39112001			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Light Towers - Lease/Rental

Extended Description:
Lease/Rental of portable, diesel Light Towers

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
39	39112001			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Light Towers - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for portable, diesel Light Towers

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
40	40151500			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Pumps - Lease/Rental

Extended Description:
Lease/Rental of Hydrostatic Test Pumps, self-priming Trash Pumps, and trailer mounted, diesel Vacuum Assisted Pumps

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
41	40151500			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Pumps - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for Hydrostatic Test Pumps, self-priming Trash Pumps, and trailer mounted, diesel Vacuum Assisted Pumps

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
42	46161500			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Traffic Control Equipment - Lease/Rental

Extended Description:
Lease/Rental of Arrow Boards, trailer/truck mounted Attenuator & Arrow Boards, Message Signs, Steel Road Plates, Barrel Drums and Bases, Barriers, and portable/trailer mounted Traffic Signals

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
43	46161500			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Traffic Control Equipment - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for Arrow Boards, trailer/truck mounted Attenuator & Arrow Boards, Message Signs, Steel Road Plates, Barrel Drums and Bases, Barriers, and portable/trailer mounted Traffic Signals

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
44	21102200			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Hydroseeders - Lease/Rental

Extended Description:
Lease/Rental of truck and trailer mounted Hydroseeders

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
45	21102200			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Hydroseeders - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for truck and trailer mounted Hydroseeders

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
46	21000000			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Straw Blowers - Lease/Rental

Extended Description:
Lease/Rental of trailer mounted Straw Blowers

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
47	21000000			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Straw Blowers - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for trailer mounted Straw Blowers

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
48	25101919			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Street Sweepers - Lease/Rental

Extended Description:
Lease/Rental of ride-on, enclosed cab, and truck mounted Street Sweepers

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
49	25101919			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Street Sweepers - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for ride-on, enclosed cab, and truck mounted Street Sweepers

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
50	25101601			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Dump Trucks - Lease/Rental

Extended Description:
Lease/Rental of Articulated Dump Trucks, Crawler Carriers, Non-CDL & CDL Dump Trucks

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
51	25181700			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Trailers- Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for Dump, Equipment, Flatbed, Lowboy, Tilt, Utility, Vacuum Excavator, and Water Trailers

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
52	25101610			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Water Trucks - Lease/Rental

Extended Description:
Lease/Rental of Water Trucks

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
53	25101610			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Water Trucks - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for Water Trucks

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
54	22101802			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Aerial Platform Lifts - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for Aerial Platform Lifts with Articulating and Telescopic Booms

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
55	25181700			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Trailers- Lease/Rental

Extended Description:
Lease/Rental of Dump, Equipment, Flatbed, Lowboy, Tilt, Utility, Vacuum Excavator, and Water Trailers

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
56	25101601			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Dump Trucks - Delivery/Mobilization

Extended Description:
Delivery/Mobilization of Articulated Dump Trucks, Crawler Carriers, Non-CDL & CDL Dump Trucks

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
57	27112745			UNIT	0.000000
	Service From	**Service To**			

Commodity Line Description: Concrete Saws - Lease/Rental

Extended Description:
Lease/Rental of Concrete Saws

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
58	27112745			MILE	0.000000
	Service From	**Service To**			

Commodity Line Description: Concrete Saws - Delivery/Mobilization

Extended Description:
Delivery/Mobilization fees for Concrete Saws

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 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 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: $500,000.00 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.

☒ State of West Virginia 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

☐

☐

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.

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 heath, 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.

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) [signature], Sales Representative

(Printed Name and Title) Matthew E. Conner, Sales Representative

(Address) 3 Park Rd, HUB Industrial Park, Nitro, WV 25143

(Phone Number) / (Fax Number) (304) 759-6400 / (304) 759-6404

(email address) MatthewConner@BoydCat.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, 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.

Boyd Company
(Company)

[signature], Matthew E. Conner, Sales Representative
(Authorized Signature) (Representative Name, Title)

Matthew E. Conner, Sales Representative, 5/25/22
(Printed Name and Title of Authorized Representative) (Date)

(304) 759-6400 / (304) 759-6404
(Phone Number) (Fax Number)

MatthewConner@BoydCat.com
(Email Address)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** On behalf of the West Virginia Division of Highways ("WVDOH"), the West Virginia Purchasing Division is soliciting bids to establish a multi-award, open end contract with qualified Vendors to provide various types of equipment for lease or rental, without an operator, for use at WVDOH locations statewide.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.

   2.1 **"Attachment A," "Pricing Pages," and "ATT A"** - The schedule of prices attached hereto as **Attachment A ("ATT A")** upon which Vendor should list its pricing for Contract Items.

   2.2 **"Attachment B," "Information Form," and "ATT B"** – Interchangeable terms referring to the information form provided as **Attachment B ("ATT B")** upon which the Vendor shall identify its source/storage location and any additional locations where rental equipment may be delivered from or picked up by the WVDOH.

   2.3 **"Contract Item"** or **"Contract Item(s)"** – The list of items requested for lease/rental as identified in the Pricing Pages ("ATT A").

   2.4 **"Contractor"** or **"Vendor"** - Interchangeable in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.

   2.5 **"F.O.B." or "Freight on Board"** – Indicates that the price for goods includes delivery at the Vendor's expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.

   2.6 **"Emergency Request"** – Indicates a need for goods or services to be provided without delay, owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by a WVDOH District Engineer or designee.

   2.7 **"Lease/Rental", or "Rental"** – Terms used to reference an agreement wherein a WVDOH Agency leases or rents equipment without an operator for set periods of

time not exceeding ninety days, unless otherwise clearly specified in the Delivery Order.

2.8 **"Liquidated Damages"** - Monetary compensation due from the Vendor in the event the Vendor's Contract Items as supplied fall short of contractual stipulation or breaches the contract. Delays in the delivery of Contract Items or supplying Items with quality failures and/or corrections needed by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted at the WVDOH Contract Administration's Specifications and Documents website, as amended:
https://transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx

2.9 **"Ordinary Care"** – The performance of routine or preventative maintenance and upkeep required for the general operation of rented/leased equipment.

2.10 **"Solicitation"** – The official notice of an opportunity to supply the State of West Virginia with goods and/or services that is published by the West Virginia Division of Highways.

2.11 **"Standard Specs"** – The West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as amended or modified by all subsequent Supplemental Specifications.

2.12 **"WVDOH"** or **"Agency"**– The West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

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

A hard copy of the current Standard Specs may be purchased at a cost of $20.00 ($15.00 for the 2017 book plus $5.00 for the Supplemental Latest Edition) using the **Attachment C ("ATT C") Standard Specifications Order Form**. The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

West Virginia Division of Highways
Technical Support Division
1334 Smith Street
Charleston, West Virginia 25301

A free electronic copy of the Standard Specs may be obtained by sourcing:
http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Pages/default.aspx

3.2 **Documentation to be Included with the Bid:** The Vendor should carefully read the entire solicitation invitation. The Vendor should include as part of their bid response:

- Certification and Signature Page
- Addendum Acknowledgement Form
- Valid West Virginia Contractor's License, if applicable.
- Contract Manager Page
- Attachments included in solicitation package (ATT A, ATT B, etc.)
- Purchasing Affidavit (properly notarized)
- Ethics/Disclosure Form (properly notarized), when provided with the solicitation
- Valid Certificate of Insurance; and,
- Any other required forms or supporting information as described herein.

Omitting any required forms, attachments, or documentation as described throughout this contract could deem a bid non-responsive and result in the disqualification of the Vendor's bid response.

4. **CONTRACT ITEMS AND MANDATORY REQUIREMENTS:** Vendor shall provide Agency with the Contract Items listed on **Attachment A ("ATT A")** on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements shown below.

4.1 **Equipment Lease/Rental: ATT A** provides a categorized list of Contract Items requested by WVDOH Agencies for potential lease/rental. Vendor shall provide pricing for rental equipment as specified herein on a daily, weekly, or monthly basis as well as equipment mobilization fees from its storage location(s) listed on **Attachment B ("ATT B")**. Contract Items leased/rented by a WVDOH Agency shall be assembled, in good and proper operating condition, and be ready to operate upon pick-up or delivery to any location or locations, as designated on a WV-39 Release Order Form (explained in Section 8). This may include weekends, holidays, and Emergency Requests.

4.2 **Mobilization:** Mobilization shall be defined as a one-time, one-way transport from a Vendor's base location to an Agency project site location and shall be bid per mile. Vendor shall calculate its cost for delivery of leased/rented equipment and include the calculation in its cost for the first mile and provide supplemental pricing for each

additional mile. Agencies will provide Contract Item delivery locations on the Release Order.

4.2.1 **Additional Mileage Fees:** Leased/rented equipment may be used for multiple projects (i.e. leased/rented equipment is traveling from one Agency location or project site to another). In such instances, additional mileage fees may be charged by the Vendor at the "additional mile" rate entered on **ATT A.**

4.2.2 **In-State Delivery:** 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.

4.2.3 **Out-of-State Delivery:** 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.

4.3 **Equipment Delivery/Pick-up:** Vendor shall deliver standard orders within seven (7) days of receipt of a WV-39 Release Order **(See Exhibit 2 – "EXH 2")**, per the terms of these specifications, unless otherwise noted by the Agency on its Release Order.

4.3.1 **Delivery/Pick-up Acceptance:** Upon delivery or pick-up of a Contract Item, the Agency shall test and inspect the rented equipment and document its inspection findings on a SM-93 Statement of Acceptance form (see **Exhibit 1 – "EXH 1"**). If the equipment is found to be in good and operable condition, the Agency representative AND Vendor representative shall acknowledge acceptance by signing and dating the SM-93. The Agency representative shall also acknowledge acceptance on any Vendor provided documentation presented at the time of pick up or delivery. The date of acceptance on the Vendor's acknowledgment form shall be deemed as the effective date for the terms of the Release Order.

4.3.1.1 Vendor shall provide/deliver rented equipment with a full tank of fuel, <u>which shall be documented on the Vendor's acknowledgment form</u>.

4.3.2 **Equipment Maintenance Checklist:** For each leased/rented Contract Item, Vendor shall provide a daily/weekly maintenance checklist addressing

equipment upkeep and maintenance needs, per manufacturer and Vendor requirements. Daily/weekly maintenance checklists should, at minimum, include the following guidance:

4.3.2.1 Maintenance requirements for fuel, oil, coolant, and lubrication needs, referred to as "ordinary care" and used throughout this solicitation and defined in Section 2.

NOTE: The WVDOH, at its own expense, will perform routine maintenance by providing any manufacturer and Vendor recommended oil, fuel, and lubricants necessary for the use and operation of rental equipment in its possession. All other maintenance needs or component replacement(s) necessary for operation of rental equipment shall be maintained and provided by the Vendor.

4.3.2.2 Inspection of engine components, equipment body, tires/tracks, attachments, and easily accessible components. Inspection of safety components such as lights, rails, steps, horns, alarms, seatbelts, and other safeguarding attributes relevant to the specific type of leased/rented equipment.

4.3.3 Contract Item Rejection: Upon pick up or delivery, if the Agency deems the Contract Item unacceptable or inconsistent with the Release Order, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. The decision of the WVDOH District Engineer or their designee regarding the acceptability and quality of the Contract Item furnished, shall be final per Standard Specs section 105.1, as amended. Vendor shall either plan for the return within five (5) days of being notified that those items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the lease/rental price, at the Agency's discretion.

4.4 Equipment Return: Upon the conclusion of a rental period, the Agency shall return rented equipment to Vendor, at its own expense, to the original location such equipment was picked up at or delivered. Equipment shall be washed and cleaned by the Agency prior to its return to Vendor.

4.4.1.1 The Agency shall return rented equipment to Vendor with a full tank of fuel at the conclusion of the rental period. Vendor shall document the level of fuel in the rented equipment at the time of return.

4.4.1.2 Should rented equipment be returned to Vendor with less than a full tank of fuel, Vendor may invoice the Agency at their going fuel rate to return the fuel tank to full capacity.

4.5 Emergency Requests: As designated by a WVDOH District Engineer or designee, emergency requests shall be prominently noted on a Delivery Order. Upon receipt, Vendor shall initiate delivery or pick-up of lease/rental equipment within two (2) hours after receiving the Delivery Order. Emergency requests shall be invoiced by Vendor at 1.5 times the amount bid for the Contract Item on the Pricing Pages.

4.5.1 If the Vendor is unable to provide Contract Items per the emergency request, the Delivery Order will be cancelled, and a new emergency request will be sent to the next low-bid Vendor. If a Vendor cannot be found to provide Contract Items per the Delivery Order, the WVDOH, at its own discretion, shall cancel the Delivery Order and may seek to obtain Contract Items from the next low bid Vendor or proceed with an Emergency Purchase from the open market.

4.6 Lease/Rental Periods: The initial day of a lease/rental period shall be the date of acceptance upon delivery or pick up, per Section 4.2.2 of these specifications. The final day of a lease/rental period shall be the day immediately preceding the return of a Contract Item. Vendor's delivery/travel time, equipment set-up, or break down shall not be calculated as a lease/rental day.

Vendor shall provide a daily, weekly, and monthly rate on **ATT A** for Contract Item bids.

4.6.1 Daily Rental: A daily rental is defined as a single day, up to and including six (6) consecutive days that an Agency is in possession of a leased/rented Contract Item. This includes weekends and Holidays.

4.6.2 Weekly Rental: A weekly rental is defined as seven (7) consecutive days that an Agency is in possession of a leased/rented Contract Item, including weekends and Holidays.

4.6.3 Monthly Rental: A monthly rental is defined as thirty (30) consecutive days that an Agency is in possession of a leased/rented Contract Item, including weekends and Holidays.

4.7 Ownership Relinquishment: Upon mutual agreement between the WVDOH and Vendor, ownership of a long term leased/rented Contract Item may be transferred from the Vendor to the WVDOH.

4.8 Equipment Maintenance (Downtime, Risk of Loss, etc.):

4.8.1 Equipment Maintenance: The WVDOH, at its own expense, shall provide the fuel, oil, and lubricants necessary in the operation and use of the leased/rented equipment, per the daily/weekly maintenance checklist provided by Vendor upon delivery or pick up of lease/rental equipment.

NOTE: The WVDOH will not dictate or alter requirements set forth on a Vendor's daily/weekly maintenance checklist.

4.8.2 Repair or Replacement Parts: The WVDOH shall reimburse Vendor for the repair or replacement of any lease/rental equipment part that is damaged, destroyed, or made inoperable due to negligence or improper use/operation by WVDOH personnel.

4.8.2.1 Equipment repair needs discovered during the WVDOH operator's daily/weekly inspection shall be noted on the Vendor's maintenance checklist and Vendor will be contacted and informed prior to placing the equipment back into service.

4.8.2.2 The WVDOH shall <u>not</u> be responsible for any such part repair or replacement caused by an existing defect or those resulting from normal usage and operation of leased/rented equipment.

4.8.3 Down Time: Lease/rental equipment that is out of operation due to maintenance or repair needs for four (4) hours or more within a day shall be considered by the WVDOH as "down" and no payment shall be made by the WVDOH unless equipment downtime is due to negligence or improper use/operation by its personnel.

4.8.4 Risk of Loss, Damage, Destruction or Theft: Upon pick-up or delivery acceptance by the WVDOH of leased/rented equipment, the WVDOH shall exercise ordinary care for the protection of such leased/rented equipment. The WVDOH shall reimburse the Vendor for the repair or replacement of any part of leased/rented equipment that becomes lost, stolen, or damaged as a result of the failure of the WVDOH and its personnel to use ordinary care for the protection of such leased/rented equipment.

4.8.4.1 Vendor shall be responsible for any loss, damage, destruction, or theft, partial or complete, caused by a defect in leased/rented equipment existing at the time of delivery or pick-up.

4.8.4.2 The total or partial loss of use or possession of any leased/rented equipment shall not abate any payments required to be made by the WVDOH to the Vendor if such loss of use or possession due to

negligence or improper use/operation of leased/rented equipment by the WVDOH or its personnel.

4.8.4.3 Leased/rented equipment shall be considered a total loss as a result of theft, destruction, or physical damage where the estimated cost of repairs exceeds 75% of the market value of such leased/rented equipment. Vendor may file a claim with the WV Legislative Claims Commission against the WVDOH for the loss or damage to such leased/rented equipment. The Commissioner of the WVDOH shall review the claim and, if it is determined that the Vendor is due monetary damages, a requisition will be issued to the Auditor of the State of WV for payment to the Vendor.

4.8.4.4 If, prior to the payment of any claim to the Vendor by the WVDOH, the Vendor shall receive any sum of money from any insurance company or from any person, firm, or corporation, any such sum of money shall be deducted by the WVDOH from any claim to be paid by it to the Vendor. The same shall be with the Vendor. If the Vendor shall receive any sum of money from any insurance company or from any person, firm or corporation a sum of money after payment from the WVDOH has been received, the Vendor shall reimburse the WVDOH the amount received or such part received that equals the amount WVDOH has paid to the Vendor.

4.8.5 Post-repair Inspection: If leased/rented equipment is damaged or requires repair due to a mechanical failure, prior to being placed back into service for use by the WVDOH, a thorough inspection shall be performed by the Vendor to ensure the mechanical function, operation, and safety of the unit. Damaged leased/rented equipment such as, but not limited to, Aerial Bucket Trucks, Aerial Platform Trucks, Cranes, Manlifts and Under bridge Platform Inspection Units shall receive inspections and testing for compliance with manufacturer, State, and Federal rules and regulations before being placed back into service for use by the WVDOH.

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

6. **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 providing Contract Items which meet all required specifications of this Contract.

6.1 **Pricing Pages, Attachment A (ATT A):** **ATT A** contains a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Vendors should submit their proposed daily, weekly, and/or monthly bid on **ATT A**. Proposed pricing for mobilization rates is only acceptable per Section 4.4 of these specifications.

6.1.1 Vendor may bid any or all items listed on **ATT A** Pricing Pages, which contains a categorized list of all Contract Items. Estimated quantities are not available for lease/rental equipment and there is no guarantee that any one Contract Item will be purchased throughout the life of this Contract. Bidding on any one Contract Item may not be conditioned as acceptance of the bid or any other Contract Item or Items.

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

6.1.3 Vendor shall not add to or modify any column headers, Contract Item descriptions, or units of measure on the **ATT A** spreadsheet. Any changes to the latter or the submission of proposed pricing in any other form will result in disqualification of the Vendor's bid.

6.1.4 Vendor should type or electronically enter the information into **ATT A** to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of **ATT A** for bid purposes by sending an email request to the following: John.W.Estep@wv.gov

6.2 **Mandatory Information Form, Attachment B (ATT B):** Vendor shall identify its source/storage location and any additional locations where rental equipment may be delivered from or picked up by the WVDOH. Vendor should also provide their physical 911 address for each location.

6.2.1 Vendor bid submissions must include Mandatory Information Form ATT B. Any bid submitted without ATT B will be disqualified.

6.2.2 Vendor may list multiple locations where lease/rental equipment may be delivered from or picked up by the WVDOH. Vendor shall also complete the "Counties "Bid section of ATT B by identifying the counties serviced. Failure to complete the Counties Bid section will indicate that Vendor's bid is available for Statewide use.

6.3 **Contract Award Transition:** Upon the award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any Delivery Order issued prior the award of the contract shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts and Vendors notice, any Delivery Order that has not been completely filled by the Vendors shall NOT be completed, and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Orders from prior contracts should be held open by the Districts or the Vendors longer ten (10) working days after the effective date of use is announced for the new contract.

This directive is issued to assist the Districts and the Vendors when fulfilling open Delivery Orders only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

6.4 **Cooperative Contracting:** Purchase prices on all Contract Items under this contract, available to the WVDOH, shall be adoptable for other public agencies upon their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

6.5 **Price Adjustments:** In the event of a significant price increase of component material or rental equipment utilized to perform or under this Contract, that is not the fault of the Vendor, the contract pricing, may be equitably adjusted by change order as more fully described below.

6.5.1 A change in price is considered significant if the price of the component material or rental equipment increases by 20% or more from the original bid amount.

6.5.2 Any request for a price increase under this clause must be supported by: price quotes for the component material or rental equipment for which a change is being sought; invoices showing amounts actually paid for the component materials or rental equipment; and any other evidence that supports the increase request.

6.5.3 The quotes provided to support the price increase request must be the quotes that Vendor actually relied on when submitting its bid and both the quote and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party.

6.5.4 Vendor must also show that the significant price increase would have been incurred if the owner had purchased the material or rental equipment directly from the supplier.

6.5.5 Price adjustments will be granted or denied at the sole and absolute discretion of the State.

6.5.6 Price adjustments will only be considered annually at the contract expiration/renewal date. Vendor must submit price adjustment requests 60 days prior to the expiration/renewal date to be considered.

6.5.7 Vendor documentation for price adjustments shall be submitted to DOHOperationsProcurement@wv.gov for initial review.

6.5.8 Price adjustments shall be memorialized by a written Change Order, which must be reviewed and approved by the Purchasing Division, and as to form by the Attorney General's Office, in order to be effective. Adjusted pricing will not take effect until the effective date of such Change Order and cannot be retroactive.

6.6 Determining Low Bid Per Project: To determine the low-bid Vendor per individual project, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the Contract Items. A Delivery Order will be issued to the Vendor with the lowest overall total cost.

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

6.6.1 For orders requiring delivery of Contract Items, mobilization from a Vendor's base location (as noted on ATT B) to a WVDOH project site shall be a factor in determining the lowest overall total cost.

6.6.2 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 source/storage location. If the WVDOH chooses the pickup option, the Vendor's mobilization fee shall not be calculated into the cost.

6.6.3 If the low-bid Vendor for any given project is unable to provide Contract Items per Delivery Order, the Delivery Order will be cancelled and a Delivery Order will be sent to the next low-bid Vendor. If a Vendor cannot be found to provide Contract Items per the Delivery Order, the WVDOH, at its own discretion, shall cancel the Delivery Order and may seek to obtain Contract Items from the next low bid Vendor or proceed with an Emergency Purchase from the open market.

7. ORDERING AND PAYMENT:

7.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor has the ability to accept online orders, it should include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.

7.2 Delivery Order: WVDOH will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH Engineer or their designee. The order should be completed on a WV-39 Blanket Release Order. The order should detail the need and location information of the work to be completed per Contract Items, as well as the tentative start and end dates, to become the agreed up as the official start and end dates. Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. **Any verbal communications to initiate or make modifications to a project from this contract are not acceptable as a Delivery Order.**

7.3 Invoicing: The period of need for leased/rented equipment, as specified on the Delivery Order, is only an estimate of need and shall not be used for invoicing purposes. Payment will only be made for the period of time from delivery/pick-up to return of leased/rented Contract Items(s).

7.3.1 Invoicing shall be no less than one lease/rental day. Daily rates shall be charged up to and including six (6) consecutive days.

7.3.2 Equipment leased/rented for more than 6 consecutive days shall be invoiced at the weekly lease/rental rate.

7.3.3 Equipment leased/rented for more than one lease/rental week, but less than one lease/rental month shall be invoiced at the number of lease rental weeks plus any period less than a multiple of seven days.

7.3.4 Equipment leased/rented for one lease/rental month or more shall be invoiced at the monthly rate. If the lease/rental period is not a multiple of thirty lease/rental days, Sections 7.3.1 thru 7.3.3 shall apply.

7.3.5 The WVDOH will provide Vendor with the downtime days in any calendar month within ten (10) days following the end of the calendar month or within two days following termination of a lease/rental, whichever is appropriate. The owner may obtain this information sooner by calling the WVDOH Agency leasing/renting the equipment. An invoice submitted to the WVDOH shall include the following:

- The beginning date and the date on which invoice period ends.
- The number of lease/rental days in the invoicing period.
- The number of lease/rental equipment downtime days in the
- invoicing period.
- The make, model and serial number of the leased/rented equipment being invoiced as identified on the Vendor's contract.
- The total owed to the Vendor and the method of calculation.

7.4 **Payment:** Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

8. ORDER ACCEPTANCE AND LATE DELIVERY:

8.1 **Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH Delivery Order, the Vendor shall advise the WVDOH in writing within three (3) calendar days of their acceptance or refusal of the Delivery Order. As verification of receipt, **Vendor must provide written acknowledgement of any Delivery Orders and any Revisions/Modifications thereto sent by WVDOH.** Failure to provide the WVDOH with written acknowledgement of any Delivery Orders/Revisions within three (3) days of the Order being sent shall be considered refusal of the Delivery Order. In the event of refusal, the WVDOH at its own discretion shall cancel the Delivery Order and may seek to obtain the goods or services from the next low bid Vendor or proceed with an Emergency Purchase from the open market.

8.2 Deliveries made by the Vendor shall be comprised only of contract items intended for delivery at that location and specified in the pricing pages, contract specifications or WV-39 Blanket Release Order. At no time shall property belonging ot the West Virginia Department of Transportation be utilized as a lay-down or storage facility by the Vendor, or items left with the intention of being distributed to an alternate

location.

8.3 Items ordered in error by the Agency will be returned within twenty-four (24) hours of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8.4 **Late Delivery:** The WVDOH 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. The WVDOH Agency placing the Delivery Order under this Contract must be notified in writing by the Vendor by no later than three (3) business days prior to the scheduled start date from the Agency's order. Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and application of Liquidated Damages.

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

8.4.1 **Liquidated Damages:** If the Vendor's delivery of goods or services exceeds the agreed upon Delivery Order timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one after the WVDOH's specified Delivery Order due date, in accordance with this Section, the contract's Terms and Conditions, and the Standard Specs Section 108.7, as amended.

Table 108.7.1
Schedule of Liquidated Damages

Original Contract Amount		Daily Charges Per Calendar Day
For More Than	To and Including	
$0	$500,000	$300
$500,000	$2,000,000	$600
$2,000,000	$10,000,000	$1,500
$10,000,000	$25,000,000	$3,000
$25,000,000		$4,000

8.4.2 **Delivery Payment/Risk of Loss:** Standard order delivery or emergency delivery shall be per Section 4.4 of these specifications. Vendor shall include the cost of standard order mobilization charges in its bid pricing and is not

permitted to charge the Agency separately for such delivery.

9. VENDOR DEFAULT:

9.1 The following shall be considered a vendor default under this Contract.

9.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

9.1.2 Failure to comply with other specifications and requirements contained herein.

9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

9.1.4 Failure to remedy deficient performance upon request.

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

9.2.1 Immediate cancellation of the Contract.

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

9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

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

10.2 Inspection of Equipment: During normal working hours, Vendor shall have the right to enter upon a property, within WVDOH's authority, to perform an inspection of leased/rented equipment owned by the Vendor.

10.3 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.

10.4 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.

10.5 **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.

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

10.7 **Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. **Failure to supply such reports may be grounds for cancellation of this Contract.**

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

Contract Manager: Matthew E. Conner
Telephone Number: (304) 759-6400
Fax Number: (304) 759-6404
Email Address: MatthewConner@BoydCat.com

Vendor shall inform the Agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR
6622C026
ATT B - Information Form

Vendor Name: Boyd Company

Vendor shall identify source locations (physical 911 address) where Contract Items will be provided from upon contract award. Bids submitted without ATT B will be disqualified.
Please duplicate this page if listing additional source locations.

Vendor Source Location
Boyd Company
1400 E. Dupont Ave.
Belle, WV 25015
Vendor Source Location
Vendor Source Location

Vendor shall also indicate below whether it will provide Contract Items Statewide, by District, or County by placing an "X" in the appropriate area(s) below.
PRICING SHALL BE CONSIDERED THE SAME FOR ALL LOCATIONS.

[X] **STATEWIDE**

District 1	*District 2*	*District 3*	*District 4*	*District 5*
Boone	Cabell	Calhoun	Doddridge	Berkeley
Clay	Lincoln	Jackson	Harrison	Grant
Kanawha	Logan	Pleasants	Marion	Hampshire
Mason	Mingo	Ritchie	Monongalia	Hardy
Putnam	Wayne	Roane	Preston	Jefferson
		Wirt	Taylor	Mineral
		Wood		Morgan

District 6	*District 7*	*District 8*	*District 9*	*District 10*
Brooke	Barbour	Pendleton	Fayette	McDowell
Hancock	Braxton	Pocahontas	Greenbrier	Mercer
Marshall	Gilmer	Randolph	Monroe	Raleigh
Ohio	Lewis	Tucker	Nicholas	Wyoming
Tyler	Upshur		Summers	
Wetzel	Webster			

EQUIPMENT LEASE/RENTAL WITHOUT OPERATOR
6622C026
ATT B - Information Form

Vendor Name: Boyd Company

Vendor shall identify source locations (physical 911 address) where Contract Items will be provided from upon contract award. Bids submitted without ATT B will be disqualified.
Please duplicate this page if listing additional source locations.

Vendor Source Location
Boyd Company
3 Park Road, HUB Industrial Park
Nitro, WV 25143
Vendor Source Location
Boyd Company
4010 Emerson Ave.
Parkersburg, WV 26104
Vendor Source Location
Boyd Company
1314 Robert C Byrd Dr.
Crab Orchard, WV 25827

Vendor shall also indicate below whether it will provide Contract Items Statewide, by District, or County by placing an "X" in the appropriate area(s) below.
PRICING SHALL BE CONSIDERED THE SAME FOR ALL LOCATIONS.

[X] **STATEWIDE**

	District 1		*District 2*		*District 3*		*District 4*		*District 5*
	Boone		Cabell		Calhoun		Doddridge		Berkeley
	Clay		Lincoln		Jackson		Harrison		Grant
	Kanawha		Logan		Pleasants		Marion		Hampshire
	Mason		Mingo		Ritchie		Monongalia		Hardy
	Putnam		Wayne		Roane		Preston		Jefferson
					Wirt		Taylor		Mineral
					Wood				Morgan

	District 6		*District 7*		*District 8*		*District 9*		*District 10*
	Brooke		Barbour		Pendleton		Fayette		McDowell
	Hancock		Braxton		Pocahontas		Greenbrier		Mercer
	Marshall		Gilmer		Randolph		Monroe		Raleigh
	Ohio		Lewis		Tucker		Nicholas		Wyoming
	Tyler		Upshur				Summers		
	Wetzel		Webster						

Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages

AERIAL PLATFORMS & LIFTS

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Aerial Bucket Trucks	**Bucket Truck:** Highway Rated / Mounted 50 ft. minimum / 43.5 ft. radious / 360 degree boom Rotation at level position					
	Bucket Truck: Highway Rated / Mounted 55 ft. working height minimum. Rear mounted Turret. Versalift VST-47-I or equivalent.					
	Bucket Truck: Highway Rated / 50 ft. reach minimum / 43.5 ft. radius / 10 ft. max outrigger spread / 360 degree boom rotation at level position / 1,000 lb minimum material handling capability / Non-CDL / Mounted Versalift SST-40 EIH or similar					
	Bucket Truck: 50-54 ft. Boom / 4WD / Non-CDL					
	Bucket Truck: Highway Rated / Mounted 45 ft. minimum / Insulated articulating boom / Boom rotation at level position / Non-CDL / Versalift. SST-40-EIH or similar					
	Bucket Truck: 34-40 ft. Boom					
	Bucket Truck: 41-49 ft. Boom					
	Bucket Truck: 55-60 ft. Boom / 2WD					
	Bucket Van: 34-40 ft. Boom					
Aerial Platform Lifts	**Aerial Platform Lift - Articulating Boom:** 125 ft.					
	Aerial Platform Lift - Articulating Boom: 135 ft.					
	Aerial Platform Lift - Articulating Boom: 150 ft.					
	Aerial Platform Lift - Articulating Boom: 45 ft.	263	705	1538	300	3
	Aerial Platform Lift - Articulating Boom: 65 ft.	398	848	2288	300	3
	Aerial Platform Lift - Articulating Boom: 85 ft.	600	1600	3100	400	4
	Aerial Platform Lift - Telescopic Boom: 120 ft.	953	2378	7725	500	5
	Aerial Platform Lift - Telescopic Boom: 125 ft.	953	2378	7725	500	5
	Aerial Platform Lift - Telescopic Boom: 135 ft.	1564	3786	8455	500	5
	Aerial Platform Lift - Telescopic Boom: 150 ft.					
	Aerial Platform Lift - Telescopic Boom: 185 ft.					
	Aerial Platform Lift - Telescopic Boom: 40 ft.	309	731	1513	300	3
	Aerial Platform Lift - Telescopic Boom: 60 ft.	407	949	2011	300	3
	Aerial Platform Lift - Telescopic Boom: 80 ft.	590	1485	2979	400	4
Aerial Platform Trucks	**Aerial Platform Lift - Truck Mounted:** 40 ft working height / 360 degree boom rotation at level position / Highway rated					
	Aerial Platform Lift - Truck Mounted: Highway Rated Truck Mounted: 55 ft reach minimum / 360 degree boom rotation at level position					
	Aerial Platform Truck: 58 ft. working height / 51 ft, side reach / Elliott Model L55 or similar					

Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages

AERIAL PLATFORMS & LIFTS

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
	Aerial Platform Truck: 55 ft. working height / 40 ft. side reach / 2-man platform / Elliott Model G50F or similar					
	Forestry Truck: 55-60 ft. Boom					
Boom Lifts	**Articulating Boom Lift - Towable:** 34-40 ft platform height: / Auto-leveling hydraulic outriggers / pneumatic tires / 20 ft minimum horizontal reach /	350	800	1550	300	3
	Articulating Boom Lift - Towable: 41-50 ft. platform height Auto-leveling hydraulic outriggers / pneumatic tires / 30 ft. minimum horizontal reach	350	800	1550	300	3
Forklifts	**Rough Terrain Forklift:** 5,000 lb. lift capacity / 19 ft. reach					
	Variable Reach Forklift: 6,000 lb. lift capacity / 40 ft. reach	390	956	1943	300	3
	Variable Reach Forklift: 7,000 lb. lift capacity / 40 - 42 ft. reach	425	1103	2216	300	3
	Variable Reach Forklift: 8,000 lb. lift capacity / 40 - 42 ft. reach	425	1103	2216	300	3
	Variable Reach Forklift: 9,000 lb. lift capacity / 40 - 42 ft. reach	425	1103	2216	300	3
	Variable Reach Forklift: 10,000 lb. lift capacity / 50 ft. reach	533	1409	3118	300	3
	Variable Reach Forklift: 12,000 lb. capacity / 50 ft. reach	504	1608	3573	300	3
	Variable Reach Forklfit: 14,000 lb. lift capacity	667	2000	5500	400	4
	Variable Reach Forklift: 15,000-16,000 lb. lift capacity	1225	3300	6900	400	4
	Variable Reach Forklift: 16,000-18,000 lb. lift capacity	1225	3300	6900	400	4
	Variable Reach Forklift: 26,000-32,000 lb. lift capacity	2120	5300	10600	500	5
	Warehouse Forklift: 5,000 lb. lift capacity / Low profile	223	568	1213	300	3
	Warehouse Forklift: 5,000 lb. lift capacity / Gas / Low profile	223	568	1213	300	3
	Warehouse Forklift: 6,000 lb. lift capacity / Gas / Low profile	255	598	1289	300	3
	Warehouse Forklift: 6,000 lb. lift capacity / Pneumatic tires	255	598	1289	300	3
	Warehouse Forklift: 8,000 lb. lift capacity / Diesel	323	736	1598	300	3
	Warehouse Forklift: 10,000-12,500 lb. lift capacity / Diesel	318	933	2574	400	4
	Warehouse Forklift: 10,000-12,500 lb. lift capacity / Pneumatic tires	318	933	2574	400	4
Scissor Lifts	**Scissor Lift:** Electric / 19 ft. x 32 in. wide	121	242	404	300	3
	Scissor Lift: Electric / 26 ft. x 32 in. wide	149	297	586	300	3
	Scissor Lift: Electric / 26 ft. x 48 in. wide	150	295	586	300	3
	Scissor Lift: Electric / 32 ft. x 48 in. wide	186	398	781	300	3
	Scissor Lift: Electric / 40 ft. x 69 in. wide	286	586	1232	300	3
	Scissor Lift: 25-27 ft. platform height / Outdoor IC / 4WD	252	499	958	300	3
	Scissor Lift: 30-35 ft. platform height / Outdoor - Internal Combustion (IC) / 4WD	257	510	1043	300	3

Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages

AERIAL PLATFORMS & LIFTS

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
	Scissor Lift: 36-49 ft. platform height / Outdoor - Internal Combustion (IC) / 4WD	286	586	1232	300	3
	Scissor Lift: 50-59 ft. platform height / Outdoor - Internal Combustion (IC) / 4WD	441	823	1806	300	3
	Scissor Lift: 60-70 ft. platform height / Outdoor - Internal Combustion (IC) / 4WD					

Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages

ASPHALT, PAVEMENT, & CONCRETE EQUIPMENT

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Asphalt Distributors, Recyclers, & Milling Equipment	**Asphalt Distributor:** Truck mounted / Spray bar					
	Asphalt Cold Milling Machine: Wirtgen W60 Ri or similar					
	Asphalt Cold Milling Machine: Wirtgen W120 Ri or similar					
	Asphalt Recycler/Soil Stabilizer: No less than 12" cutting depth range / BOMAG MPH 364 R-2 or					
	Asphalt Recycler Attachment: Endloader bucket, mounted / Asphalt grinder-recycle attachment / Minimum 185 hp 8,500 lb. wt. / Capable of grinding and remixing up to 12 in. deep and 48 in. wide pavement and base.					
	Asphalt Recycler: Hydraulic control panel / Hydraulically controlled loading chute / Minimum 12 in. load opening / KM T-2 or similar					
	Asphalt Recycler: Self loading / Stepp SRM 10 x 120 or similar					
	Concrete Bucket: 1 1/2 yds.	75	210	625	300	3
	Concrete Bucket: 1 yd.	75	210	625	300	3
	Concrete Bucket: 2 yds.	155	380	950	300	3
	Concrete Mixer: 6 Cubic ft. / Tow behind	90	265	795	300	3
	Concrete Mixer: 9 Cubic ft. / Tow behind	90	265	795	300	3
	Concrete Saw: 10-13 HP / Self propelled	45	125	385	300	3
	Concrete Saw: 11-14 HP	45	125	385	300	3
	Concrete Saw: 18-19 HP / Self propelled	60	195	478	300	3
	Concrete Saw: 20-29 HP / Self propelled	75	265	600	300	3
	Concrete Saw: 30-39 HP / Self propelled	100	305	920	300	3
	Concrete Saw: 60-69 HP / Self propelled	110	325	970	300	3
	Concrete Saw: Over 69 HP / Self propelled	110	325	970	300	3
	Road Widener: Self propelled / 0-14 ft working width / Enclosed cab / Washdown system /					
	Shoulder Maintainer: w/G (min. 67 HP) or w/D (min. 46 HP) / asphalt or stone width / 1' to 6' and 6" to 12" depth					
Asphalt Pavers -Hot Mix	**Asphalt Paver:** Rubber-tired Paver < 125 HP					
	Asphalt Paver: Track Paver > 125 HP					
Crack Sealing Equipment	**Crack Sealer:** Trailer mounted / Double boiler type / 250 GLN Diesel with Pump on Demand Features and 70 CFM Compressor					
	Crack Sealer: Trailer mounted / Doubler boiler type / Poly Patcher II or equivalent					
	Crack Sealer: Trailer mounted / Double boiler type / 250 GLN Diesel with Pump on Demand Features and 53.8 CFM Compressor					
	Crack Sealer: 3 Cylinder / Tandem Dual 2 Axle / Vat. Cap 200 Gal. Double boiler type tank - opening 16 ft. x 24 ft. / Maximum heat input - Diesel 290,000 BTU / Full sweep mixer with 2 horizontal paddles					
	Crack Sealer: Trailer mounted / Double boiler type / 250 GLN Diesel with Pump on Demand Features					
	Crack Sealer: Trailer mounted / Double drum / 100-125 GLN Diesel					
Mixers	**Mortar Mixer:** 6 Cubic ft / 5 HP	84	248	527	300	3
	Mortar Mixer: 9 Cubic ft	105	310	900	300	3

Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages

ASPHALT, PAVEMENT, & CONCRETE EQUIPMENT

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Patchers	**Pothole Patcher:** Trailer / DuraPatcher or equivalent					
	Pothole Patcher: Truck w/rear mounted arrow board					
Rock Drillers & Hammers	**Backhoe Breaker Attachment:** 1200-4000 ft. lbs	285	773	2288	300	3
	Backhoe Breaker Attachment: Over 4000 ft. lbs.	285	773	2288	300	3
	Demo Hammer: Electric / 60 lbs.	63	226	526	300	3
	Excavator Breaker: 2001-2500 lbs.	671	1969	5297	300	3
	Excavator Breaker: 1500-2000 lbs.	315	1050	2913	300	3
	Excavator Breaker: 3000-3500 lbs.	671	1838	5360	300	3
	Excavator Breaker: 4000-4500 lbs.	974	2840	9098	400	4
	Excavator Breaker: 5000 lbs.	1416	3000	9422	400	4
	Pavement Breaker: Air / 30 lbs.	47	122	290	300	3
	Pavement Breaker: Air / 60 lbs.	50	139	328	300	3
	Pavement Breaker: Air / 90 lbs.	55	151	411	300	3
	Rock Drill: Hydraulic / Excavator - Boom mounted / 3 ft holes / 20 ft. depth minimum					
	Rock Drill: Air / 60-69 lbs.	62	155	419	300	3
	Rock Drill: Air / 10-19 lbs.	40	125	370	300	3
	Rock Drill: Air / 30-39 lbs.	55	140	390	300	3
	Rock Hammer for Excavator: 5001-7000 lbs.	1416	2840	9422	400	4
Rollers	**Roller:** Double drum / 10-15 tons	431	1290	4200	400	4
	Roller: Double drum / Smooth / 1.5 tons	202	568	1379	300	3
	Roller: Double drum / Smooth / 3-5 tons	291	756	1940	300	3
	Roller: Single drum / Smooth / 50-56 in. / Vibratory					
	Roller: Single drum / Smooth / 61-70 in. / Vibratory	437	1353	3403	300	3
	Roller: Single drum / Smooth / 80-89 in. / Vibratory	547	1599	3960	400	4
	Roller: Single drum / SP / 2XL / 10-15 K GVW / Diesel					
	Roller: Single drum / SP / 2XL / 10-20 K GVW / Diesel					
	Roller: Single padfood drum / 80-89 in. / Vibratory	600	1602	4040	400	4
	Roller: Single padfoot drum / 61-70 in. / Vibratory	513	1399	3636	300	3
	Roller: Single padfoot drum / 50-56 in. / Vibratory					
	Trench Roller: Dual Drum / Approx. 10 HP / Appox. 2.5 ft. W x 8.3 ft. L / Vibratory	305	712	1839	300	3

Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages

EARTHMOVING EQUIPMENT

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Augers	**Auger - Bit:** 18-24 in.	15	40	105	300	3
	Auger - Core Barrel: 18-24 in.					
Backhoes	**Backhoe Crawler:** Boom drill rig attachment / Trackhoe or similar					
	Backhoe Loader: 60-90 HP / 4WD / Extendahoe	332	884	1894	300	3
	Backhoe Loader: 60-90 HP / 4WD	332	884	1894	300	3
	Backhoe Loader: Hydraulic Breaker - Mounted / 1,000 ft./lbs. minimum	544	1573	3732	300	3
	Backhoe Loader: Hydraulic Breaker - Mounted / 55-85 DHP D					
	Backhoe Loader: 60-90 HP / 4WD / Cab	360	975	1951	300	3
	Backhoe Loader: 60-90 HP / 4WD / Cab / Extendahoe	360	975	1951	300	3
	Backhoe Loader: 91-104 HP / 4WD / Extendahoe	400	988	2355	300	3
	Backhoe Track Loader: Compact / Rubber tire / 20 - 30 HP / Maximum height - 83 in.					
	Backhoe Track Loader: Mini / 25-30 HP / Standard stick 12' Backhoe Bucket T7 or similar					
Loaders	**Loader Wheel:** 1.0-1.4 cubic yds.	376	1225	2856	300	3
	Loader Wheel: 2.5-2.9 cubic yds.	752	2217	5199	400	4
	Loader Wheel: 3.0-3.4 cubic yds.	752	2217	5252	400	4
	Loader Wheel: 3.5-3.9 cubic yds.	837	2411	6171	400	4
	Loader Wheel: 4.0 cubic yds.	837	2411	6332	500	5
	Loader Wheel: 5.0 - 5.9 cubic yds.	1064	3084	8856	500	5
	Loader Wheel: 2.0-2.5 cubic yds.	559	1553	3436	300	3
Bulldozers	**Bulldozer:** Low ground pressure / 100-115 HP	631	1893	4904	300	3
	Bulldozer: Low ground pressure / 125-139 HP	986	2344	6178	400	4
	Bulldozer: Low ground pressure / 70-80 HP	503	1505	3834	300	3
	Bulldozer: Low ground pressure / 90-95 HP	550	1600	3948	300	3
	Bulldozer: Crawler / 100-114 HP	587	1705	4206	300	3
	Bulldozer: Crawler / 115-118 HP	718	2157	5857	400	4
	Bulldozer: Crawler / 140-150 HP	903	3160	8306	500	5
	Bulldozer: Crawler / 180-185 HP	903	3160	8306	500	5
	Bulldozer: Crawler / 190-195 HP	903	3205	9046	500	5
	Bulldozer: Crawler / 70 - 80 HP	483	1349	3248	300	3
	Crawler Attachment - Ripper: TCP 181-250 EHP D	1425	3819	9888	500	5

Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages

EARTHMOVING EQUIPMENT

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
	Crawler Attachment - Winch: TCP 181-250 EHP D	1425	3819	9888	500	5
Cranes	**Crane - 10 Ton:** Hydraulic / Truck mounted / Minimum 18 ft. bed					
	Crane - 12½ Ton: Hydraulic / Truck mounted / Minimum 18 ft. bed					
	Crane - 14 Ton: Hydraulic / Truck mounted / Minimum 18 ft. bed					
	Crane - 15-20 Ton: Boom truck					
	Crane - 15-25 Ton: Hydraulic / Rough Terrain					
	Crane - 30 Ton: Hydraulic					
	Crane - 35 Ton: Hydraulic					
	Crane - 40 Ton: Hydraulic					
	Crane - 50 Ton: Hydraulic					
	Crane 25-30 Ton: Cable Truck Mounted. G					
	Crane: 21-25 Ton: Boom truck					
	Crawler Crane - 20 Ton: Lattice boom / Cable D Crawler					
Culvert Cleaners	**Culvert Cleaner - Truck Mounted:** Minimum 1,500 gal. tank / 1,400 PSI minimum					
	Culvert Cleaner - Truck Mounted: 65-80 GPM / 2,000 PSI minimum					
	Track Loader - Radio remote controlled: Hydraulic / Fits 36-48 in. round culverts / 5.5 PSI / 1.4 Cubic yd. bucket capacity / Minimum 1,500 lb. lifting capacity / Hard-Line LP401 or similar					
	Track Loader - Radio remote controlled: Hydraulic / Fits 48-60 in. round culverts / 7.5 PSI / 1.4 Cubic yd. bucket capacity / Minimum 1,550 lb. lifting capacity / Hard-Line LP401 or similar					
Digger Derricks	**Digger Derrick:** 33,520 lb capacity / 3 Sections / 61 ft reach / Terex Telelect Commander 6000 Digger Derrick or similar					
	Digger Derrick - Truck-Mounted: 35,000 lb. GVW / Rear Mounted / 47 ft. boom height / Altec D947-TR or similar					
	Excavator Attachment - Hydraulic Hammer: For 15,000-20,000 lb. excavator	285	773	2288	300	3
	Excavator Attachment - Hydraulic hammer: For 6,000-14,000 lb. excavator	200	600	1597	300	3
	Excavator Attachment - Plate compactor: For 15,000-20,000 lb. excavator	169	503	1650	300	3
	Excavator Attachment - Swivel head with ditching bucket					
	Excavator Attachment - Tree Mulcher: Severe duty rated / Bull Hog Model BH40EXC or similar 51" for Excavator size 15-45 Ton	750	2250	6400	300	3
	Excavator Teleboom: Truck mounted / SP 0.5 Cylinder. D					
	Excavator w/Heavy Duty Auger: McMillen Extreme Duty Auger or similar					
	Excavator w/Integrated Vibratory Pile Drive/Extractor: Minimum 80,000 driving force / MKT V8 or similar					

Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages

EARTHMOVING EQUIPMENT

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Excavators & Attachments	**Excavator:** 1/2 - 3/4 Cubic yd. bucket / 150 HP / Track Width 10' out-to-out					
	Excavator: 25,000-29,999 lb.	718	1967	4329	400	4
	Excavator: 30,000-34,999 lb.	730	1833	4490	400	4
	Excavator: 35,000-39,999 lb.	767	1856	4972	400	4
	Excavator: 43,000-49,999 lb.	850	3175	5873	500	5
	Mini Excavator Attachment: Brush Cutter / Mower	245	735	2195	300	3
	Mini Excavator: 3,000-3,999 lb.	264	668	1531	300	3
	Mini Excavator: 6,800-7,300 lb.	247	675	1558	300	3
	Mini Excavator: 7,400-9,199 lb.	301	844	1943	300	3
	Mini Excavator: 10,000-14,000 lb.	337	1042	2491	300	3
	Mini Excavator: 15,000-19,999 lb.	446	1217	3096	400	4
	Wheeled Excavator: Highway Speed, XL 3100 Gradall or Similar					
	Wheeled Excavator: Crossover or similar					
	Wheeled Excavator: Gradall D152 or similar					
	Wheeled Excavator: Highway Speed, XL 4100 Gradall or Similar					
Force Feed Loader	**Force Feed Loader:** Heavy Duty 28 - 30 ft. conveyor / Fully enclosed operator area / LeeBoy 3000C or similar.					
Grader	**Grader:** 35,000-45,000 lb. class	1077	2924	6787	500	5
Pile Driver	**Hammer Pile Driver:** DELMAG D8-22 or similar					
	Skid Steer Attachment - Angle (Sweeper) Broom	101	300	975	300	3
	Skid Steer Attachment - Breaker: Hydraulic	200	600	1597	300	3
	Skid Steer Attachment - Bucket	60	180	600	300	3
	Skid Steer Attachment - Concrete Mixer	200	490	1225	300	3
	Skid Steer Attachment - Concrete Slab Dowel					
	Skid Steer Attachment - Flatliner: Profilograph and bump grinder in one					
	Skid Steer Attachment - Flatwork Paver: Bidwell or similar					
	Skid Steer Attachment - Fork/Pallet fork: 42-48 in. tines capacity	50	160	480	300	3
	Skid Steer Attachment - Grapple Bucket: 72-78 in.	85	255	745	300	3
	Skid Steer Attachment - Hydraulic Tilt Ditch Cleaning Bucket 60" width / 90 degree rotation / Coupler					
	Skid Steer Attachment - Hydraulic Tilt Ditch Cleaning Bucket: 72" width / 90 degree rotation / Coupler					
	Skid Steer Attachment - Landscape Rake: Heavy duty / 66-78 in. working width	150	500	1400	300	3

Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages

EARTHMOVING EQUIPMENT

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Skid Steers, Track Loaders, & Attachments	**Skid Steer Attachment - Landscape Rake:** Rockhound or similar	150	500	1400	300	3
	Skid Steer Attachment - Milling/Cold Planer: 24 in. / High Flow	265	800	2400	300	3
	Skid Steer Attachment - Pickup Broom with Dump Bucket	101	300	975	300	3
	Skid Steer Attachment - Trencher: 36-60 in. boom length / 6-8 in. cutting width	101	300	975	300	3
	Skid Steer Auger Bit: 12 in.	15	40	105	200	2
	Skid Steer Auger Bit: 18 in.	15	40	105	200	2
	Skid Steer Auger Bit: 24 in.	20	50	120	200	2
	Skid Steer Auger Bit: 30 in.	20	50	120	200	2
	Skid Steer Auger Bit: 36 in.	20	50	120	200	2
	Skid Steer Auger Bit: 6 in.	15	40	105	200	2
	Skid Steer Auger Bit: 9 in.	15	40	105	200	2
	Skid Steer Auger Power Unit:	101	300	975	300	3
	Skid Steer Mini: Walkbehind	217	722	1663	300	3
	Skid Steer Tire Loader: 1,700-1,899 lbs.	292	779	1671	300	3
	Skid Steer Tire Loader: 1,900-2,000 lbs.	292	779	1671	300	3
	Skid Steer Tire Loader: 2,600-2,999 lbs.	388	940	2121	300	3
	Skid Steer Tire Loader: 1,700-1,999 lbs. / High Flow					
	Skid Steer Tire Loader: 2,001-2,599 lbs.	210	600	1850	300	3
	Skid Steer Tire Loader: 2,600-2,999 lbs. / High Flow	388	940	2121	300	3
	Skid Steer Track Loader: 1,700-1,999 lbs.	332	937	2079	300	3
	Skid Steer Track Loader: 2,000 - 2,399 lbs.	348	1044	2150	300	3
	Skid Steer Track Loader: 2,400-2,799 lbs.	422	1214	2702	300	3
	Skid Steer Track Loader: 1,300-1,699 lbs.	332	937	2072	300	3
	Skid Steer Track Loader: 2,800-3,399 lbs.	479	1319	2974	300	3
Screener	**Material Screener:** Mobile / Diesel					
Trenchers	**Trencher - Walk Behind:** 11-15 HP / Ditch Witch or similar	228	559	1319	300	3
	Trencher - Walk Behind: 16-27 HP / Ditch Witch or similar	228	559	1319	300	3
	Trencher - Ride-on: 32-50 HP	374	982	2100	300	3

Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages

HVAC, POWER, TRAFFIC CONTROL, & AIR TOOLS

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Compressors - Portable	**Compressor:** Portable / 125-160 CFM	138	342	665	300	3
	Compressor: Portable / 170-210 CFM	148	350	707	300	3
	Compressor: Portable / 250-300 CFM	257	754	1946	300	3
	Compressor: Portable / 350-450 CFM	257	754	1946	300	3
	Compressor: Portable / 600-750 CFM	419	1168	2610	400	4
	Compressor: Portable / 900-1170 CFM	420	1250	2812	400	4
	Compressor: Portable / 1300-1600 CFM	751	1962	5071	500	5
Generators	**Generator:** Trailer Mounted - 30 kw	150	600	1356	300	3
	Generator: Trailer Mounted - 45 kw	194	650	1411	300	3
	Generator: Trailer Mounted - 60 kw	303	740	1749	300	3
	Generator: Trailer Mounted - 80 kw	261	876	2253	300	3
	Generator: Trailer Mounted - 100 kw	302	900	2300	300	3
	Generator: Trailer Mounted - 125 kw	305	1357	2400	300	3
	Generator: Trailer Mounted - 175 kw	483	1400	3415	300	3
	Generator: Trailer Mounted - 200 kw	522	1450	3688	300	3
	Generator: Trailer Mounted - 230 kw	522	1450	3688	300	3
	Generator: Trailer Mounted - 300 kw	732	1802	4821	400	4
	Generator: Trailer Mounted - 400 kw	792	1971	5913	400	4
	Generator: Trailer Mounted - 500 kw	1013	3239	7173	400	4
	Generator: Trailer Mounted - 600 kw	1013	3239	8433	400	4
	Generator: Trailer Mounted - 800 kw	1473	3492	10476	400	4
	Generator: Trailer Mounted - 1,000 kw	1500	4173	12519	500	5
	Generator: Trailer Mounted - 2,000 kw	2823	8469	25407	500	5
Heaters	**Heater:** Indirect / Diesel / 200k BTU					
	Heater: Indirect / Diesel / 300k BTU					
	Heater: Indirect / Diesel / 400k BTU	497	1350	4050	300	3
	Heater: Indirect / Diesel or Natural Gas / 700-900K BTU	95	280	850	300	3
	Heater: Towable / Indirect / Self-contained / 1 million BTU	510	1530	4590	300	3
Light Tower	**Light Tower:** Portable / Diesel / 4 - 1,000 watt bulbs	98	255	563	300	3
	Hydrostatic Test Pump - 10,000 PSI: Pneumatic					
	Hydrostatic Test Pump - 500 PSI: 3 GPM max capacity					

Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages

HVAC, POWER, TRAFFIC CONTROL, & AIR TOOLS

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Pumps	**Hydrostatic Test Pump - 550 PSI:** 11 GPM max capacity					
	Trash Pump - 2 in.: Minimum 185 GPM max capacity / Self-priming	60	183	409	300	3
	Trash Pump - 3 in.: Minimum 300 GPM max capacity / Self-priming	88	236	531	300	3
	Trash Pump - 4 in.: Minimum 400 GPM max capacity / Self-priming	180	530	1610	300	3
	Vacuum Assisted Pump - 4 in.: Diesel / Trailer mounted / 3 in. max solid handling / Minimum 1150 GPM max flow	180	530	1610	300	3
	Vacuum Assisted Pump - 6 in.: Diesel / Trailer mounted / 3 in. max solid handling / Minimum 2200 GPM max flow /	322	707	1940	300	3
Traffic Control	**Arrow Board:** Trailer mounted / 4' x 8' panel / 15 LED lights					
	Attenuator and Arrow Board - Trailer Mounted: Must meet NCHRP 350 TL-3 test criteria					
	Attenuator and Arrow Board - Truck Mounted: In-cab attenuator and arrow board control / Must meet NCHRP 350 TL-3 test criteria					
	Message Sign: Programmable / Minimum 3 row alphanumeric character display / 360 degree rotation / Towable					
	Steel Road Plates: 5 ft. x 10 ft.	70	120	315	300	3
	Steel Road Plates: 5 ft. x 8 ft.	35	70	185	300	3
	Traffic Barrel Base: Weighted / Rubber tire ring					
	Traffic Barrel Drum: 4 in. EG stripes / Must meet NCHRP-350 crash rating					
	Traffic Barrier Lift: Verticle lift clamp / 9000 lb. capacity					
	Traffic Barrier: 6 ft. / Plastic / Water fillable					
	Traffic Signal: Portable / Single head - light duty / Fully automated, actuated operation / Must meets MUTCD and NEMA TS-5 standards					
	Traffic Signal: Trailer mounted / Double head w/mast arm hydraulic lift system / Minimum 90mph wind load rating / Minimum 30 day battery run time / Solar panels / Must meet MUTCD and NEMA TS-1 standards					

Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages
SURFACE PREP, TREE, & LANDSCAPE

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Chippers & Grinders	**Brush Chipper - 12 in.:** 12 in. capacity / Towable					
	Brush Chipper - 18in.: 18 in. capacity / Towable **Track Chipper:** 30 in. capacity / Self feeding / self propelled / 360 degree swivel discharge chute w/end chip deflector					
	Tub Grinder - Towable: Hydraulic tilt tub / Front hydraulic stabilizers / Hydraulic augers / 350 - 580 HP					
Hydroseeders	**Hydroseeder - 400-600 gal.:** 400 - 600 gal. capacity / Trailer mounted	315	914	2723	300	3
	Hydroseeder - 1,500-2,500 gal.: 1,500 - 2,500 gal. capacity / Truck mounted.					
Mowers	**Boom Mower Brush Cutter Attachment:** For use with skid steers / 3 in. cutting diameter / Minimum 72 in. cutting width					
	Boom Mower: 60 in. rotary mower deck / Universal attachment mount / MowerMax Stage V Boom Mower or equivalent					
	Slope Mower: Compact tractor / Minimum 30 deg. slope rating / Ventrac or equivalent					
Pressure Washers	Towable / Gas / High pressure hose and trigger gun included					
	Towable / Gas / High pressure hose and trigger gun included					
	Towable / Gas / High pressure hose and trigger gun included					
Sand Blasters	**Sandblaster:** 150 lb. / 2 wheel mount / Pneumatic					
	Sandblaster: 300 lb. / 2 wheel mount / Pneumatic					
	Sandblaster: 600 lb. / 2 wheel mount / Pneumatic					
Strawblower	**Straw Blower:** 7 ton per hour capacity / Trailer Mounted / 30-40 HP / 360 deg. Horizontal and 70 deg. vertical discharge head	145	502	1257	300	3
Street Sweepers	**Street Sweeper - Compact Ride-On:** Industrial / Indoor and outdoor use / Hydraulic dumping system / Minimum 4 ft. cleaning path / Minimum 80 lb. hopper capacity					
	Street Sweeper - 3 Wheel: Pressurized cab with 360 degree visibility / AC and heat / hydraulic dumping system / Minimum 700 lb. hopper capacity / rear wheel suspension / Elgin Pelican or equivalent	334	881	1889	300	3
	Street Sweeper - 4 Wheel: 4 wheel / 8 ft. broom head / Variable broom speed and down pressure / Hydraulic system / Laymor SM450 or equivalent	395	1035	2262	300	3
	Street Sweeper - Truck Mounted: Minimum 4 cu. yd. hopper capacity / Water-spray system for dust control side / Curb, rear, and center broom, / Weight - 11,000-33,000 lbs.					
	Street Sweeper: Enclosed cab / 4 wheel / Hydraulic system / Superior Broom DT74J model or equivalent.	395	1035	2262	300	3

Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages

TRUCKS & TRAILERS

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
Box & Flatbed Trucks	**Box Delivery Truck:** Non-CDL / 22-26 ft. / Up to 3,000 lb. liftgate or ramp capacity / Up to 10,000 lb payload					
	Flatbed Truck - 20 ft.: Non-CDL / Up to 3,000 lb. liftgate capacity / Removable sides / Up to 10,000 lb payload					
	Flatbed Truck - 24 ft.: Non-CDL / Up to 3,000 lb. liftgate capacity / Removable sides / Up to 10,000 lb payload					
Dump Trucks	**Articulated Dump Truck (Rock Truck):** 20-30 Tons / Fully automatic	1309	3593	9554	600	6
	Crawler Carrier - 200-225 HP: All terrain - rubber tracked / 18,000 lb. maximum carrying capacity	1470	3670	9180	500	5
	Crawler Carrier - 250-275 HP: All terrain - rubbert tracked / 24,255 lb. maximum carrying capacity	2031	5629	12429	600	6
	Dump Truck - 3-4 yd.: Non-CDL / Diesel / 7,000 lb. payload capacity	327	1003	2431	400	4
	Dump Truck - 5-6 yd.: Non-CDL / 10,900 lb. payload capacity	327	1003	2431	500	5
	Dump Truck - 10-14 yd.: CDL Required / 33,000 lb. payload capacity	975	2440	4880	500	5
Pickup Trucks	**Pickup Truck - 1/2 Ton:** Crew Cab / 4WD / 2,000 lb. payload capacity					
	Pickup Truck - 3/4 Ton: Crew Cab / 4WD / 4,000 lb. payload capacity					
	Pickup Truck - 1 Ton: Crew Cab / 4WD / 6,000 lb. payload capacity					
Trailers	**Dump Trailer - 10x12 ft.:** Tandem axle / Hydraulic dumping system / 9,000 lb. capacity	135	400	1030	300	3
	Equipment Trailer - 14-16 ft.: 14,000 GVWR / 16 ft.+ 2 ft. Dovetail / Stand-up ramps with support, loading leg, and and stand-up bars / Spring assisted	80	235	700	300	3
	Equipment Trailer - 18-20 ft.: 15,000 GVWR minimum / Tandem axle / Dovetail / Stand-up ramps with support, loading leg, and and stand-up bars / Spring assisted	105	300	970	300	3
	Flatbed Trailer - 25 ft. Tri-axle: 22,500 GVWR minimum / Tri-axle / Dovetail loading ramp / Air brakes					
	Flatbed Trailer - 25 ft.: 14,000 GVWR minimum / Tandem axle / Dovetail					
	Lowboy Trailer - 35 ton: 70,000 lb. max payload / Hydraulic / Detachable gooseneck / Air brakes / Pony motor					
	Lowboy Trailer - 50 ton: 100,000 lb. max payload / Hydraulic / Detachable gooseneck / Air brakes / Pony motor					
	Tilt Trailer - 14-16 ft: 7,000 lb. GVWR minimum / 3 in. pintle hitch / Hydraulic	65	165	460	300	3
	12,000 lb. GVWR minimum / 3 in. pintle hitch / Hydraulic	115	305	970	300	3
	Utility Trailer - 14-16 ft.: 2,990 GVWR / Tandem Axle / Aluminum deck					
	Utility Trailer - 14-18 ft.: 9,000 GVWR / Tandem Axle					
	Vacuum Excavator Trailer - 500 gal.: Double Axle / 500 gal. spoil tank capacity / 80-300 gal. water tank capacity / Minimum suction 500 CFM / 3,000 PSI / Includes hose, adapters, and cleaning wand	435	1590	3980	300	3

Equipment Lease/Rental Without Operator
6622C026
ATT A - Pricing Pages

TRUCKS & TRAILERS

Categories	Equipment / Descriptions	Lease/Rental Rate - Pickup			Delivery/Mobilization Rate	
		Per Day	Per Week	Per month	1st Mi.	Addl Mi.
	Vacuum Excavator Trailer - 800 gal.: Double axle / 800 gal. spoil tank capacity / 200-400 gal. water tank capacity / Minimum suction 1,000 CFM / 3,000 PSI / Includes hose, adapters, and cleaning wand	460	1730	4895	300	3
	Water Trailer - 500 gal.: Double axle / Includes hoses, pumps, and spray equipment	190	460	1075	300	3
WaterTrucks	**Water Truck - 2,000 gal.:** CDL required / 33,000 GVWR minimum /	447	1368	3066	500	5
	Water Truck - 4,000 gal.: CDL required / 50,000 GVWR minimum /	556	1775	4373	500	5