



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: 07-02-2025

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 0085 DOT2600000002 1	Procurement Folder:	1637261
Document Name:	MOBILE RETROREFLECTIVITY TESTING FOR PAVEMENT MARKINGS	Reason for Modification:	
Document Description:	MOBILE RETROREFELCTIVITY TETING FOR PAVEMENT MARKINGS		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-07-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-07-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000048662 BECK & CO ENGINEERING INC 8727 PHEASANT RUN CIRCLE  Woodbury MN 55125 US Vendor Contact Phone: 6128051637 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Ted J Whitmore Requestor Phone: (304) 414-7373 Requestor Email: ted.j.whitmore@wv.gov  <b>2026</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS TRAFFIC ENGINEERING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A550 CHARLESTON WV 25305-0430 US	DIVISION OF HIGHWAYS TRAFFIC ENGINEERING DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A550 CHARLESTON WV 25305 US

CR 7-10-25  
Purchasing Division's File Copy

Total Order Amount:	Open End
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PURCHASING DIVISION AUTHORIZATION  
DATE: 7-10-25  
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM  
DATE: 7/11/2025  
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION  
DATE: 7-11-25  
ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

The Vendor, Beck & Co. Engineering agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Mobile Retroreflectivity Testing per the Specifications, Terms and Conditions, Bid Requirements, Addendum\_1 dated 03/27/2025 and the Vendor's bid dated 04/15/2025, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	78141600			EA	3500.000000
Service From		Service To		Service Contract Amount	
				0.00	

**Commodity Line Description:** Mobilization, Per Release Order

**Extended Description:**

Mobilization, Per Release Order

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	78141600			MILE	23.500000
Service From		Service To		Service Contract Amount	
				0.00	

**Commodity Line Description:** Pavement Marking Mobile Retro Testing Expressway, Line Miles

**Extended Description:**

Pavement Marking Mobile Retro Testing Expressway, Line Miles

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	78141600			MILE	24.500000
Service From		Service To		Service Contract Amount	
				0.00	

**Commodity Line Description:** Pavement Marking Mobile Retro Testing Secondary, Line Miles

**Extended Description:**

Pavement Marking Mobile Retro Testing Secondary, Line Miles

## **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). The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as THREE (3)), 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 \_\_\_\_\_ 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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☐ **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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

**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:

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

Vendor must maintain:

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

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

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

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

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

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

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

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

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**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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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

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

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

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

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

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

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

(Printed Name and Title) Ricahrd A Beck, P.E. President/CEO

(Address) 8727 Pheasant Run Circle, Woodbury, MN 55125

(Phone Number) / (Fax Number) 612-805-1637

(email address) rick.bcengineering@gmail.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

Beck & Co. Engineering, Inc

(Company)

(Signature of Authorized Representative)

Richard A. Beck, P.E. President

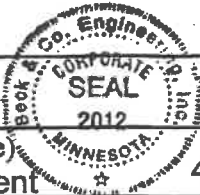
(Printed Name and Title of Authorized Representative) (Date)

612-805-1637 651-501-0015

(Phone Number) (Fax Number)

rick.bcengineering@gmail.com

(Email Address)



4/14/2025



**REQUEST FOR QUOTATION  
Mobile Retroreflectivity Testing**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation, Division of Highways (herein after referred to as "Agency") to establish a contract for mobile testing of the retroreflectivity of pavement markings.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 "Contract Services"** means mobile testing of the retroreflectivity of pavement markings as more fully described in these specifications and the Pricing Pages. Descriptions of the bid items associated with this Contract are provided in Section 7.
  - 2.2 "Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
  - 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 "WVDOH"** means West Virginia Division of Highways
  - 2.5 "ASTM"** means American Standards and Testing Methods.
  - 2.6 "AASHTO"** means American Association of State and Highway Transportation Officials
  - 2.7 "RL"** means average retroreflectivity.
  - 2.8 "Expressway"** means any roadway that includes two or more thru lanes in the direction being surveyed.
  - 2.9 "Secondary Route"** means any roadway that has only one thru lane in the direction being surveyed.
  - 2.10 "Thru Lane"** means a continuous lane for traffic traveling on a route. Mandatory turn lanes less than 1-mile in length, two-way left turn lanes, left/right turn bays, and truck climbing lanes are not considered to be thru lanes.
  - 2.11 "Direction being surveyed"** means the direction being driven on a route also corresponding with the intended direction of travel for the lane being driven in.

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**3. QUALIFICATIONS: VENDOR**, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities and testing instruments shall have the following minimum qualifications. Prior to award of this Contract, the Vendor shall provide information demonstrating its' experience and expertise in providing pavement marking mobile retroreflectivity testing services. This Contract shall not be awarded prior to receipt and review of this information. As a minimum this shall include information, including resumes for the anticipated Contract Manager and mobile unit lead technicians, as well as the testing instrument(s) to be used in completing this Contract, sufficient to demonstrate to the Agency that the requirements specified below are met.

**3.1.** The Vendor shall have a minimum of five (5) years' experience collecting and post processing pavement marking mobile retroreflectivity data.

**3.2.** Within the five (5) years preceding the advertisement date of this Contract, the Vendor shall have performed work collecting and post processing pavement marking mobile retroreflectivity data on a minimum of three (3) Contracts of at least half the scale of this Contract in terms of line miles to be tested, either as the prime Contractor/Consultant or as a sub-Contractor/Consultant.

**3.3.** The Contract Manager shall have served as the Contract Manager for a minimum of two (2) Contracts meeting the requirements of Section 3.2.

**3.4.** The lead technician for each assigned mobile unit shall have been assigned to a mobile unit performing collection for a minimum of two (2) Contracts meeting the requirements of Section 3.2.

**3.5.** The data collection instruments used for this Contract shall be capable and proven to provide reliable pavement marking retroreflectivity measurements in accordance with the geometry prescribed in ASTM Standard E1710. The instruments shall also have the capability to collect video, have the capability to collect reliable data at normal highway speeds, and shall have the capability to collect and report data such that Release Order Reports meeting the requirements specified herein can be generated and provided to the Agency. If applicable, all instruments in use as part of this Contract shall have a non-expired manufacture factory calibration certificate associated with them. Copies of these certificates should be provided by the Vendor upon starting work on each Release Order.

Due to the Agency's successful past experience with the following instruments, additional documentation demonstrating the instrument's suitability shall not be required:

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- **Roadvista LaserLux G7**

If the Vendor proposes to utilize alternative instruments for this Contract, documentation supporting the suitability of the instruments shall be provided. Determination of the suitability of such documentation, including documentation which varies from the example documentation provided herein, and final acceptance of the instruments proposed for use shall be at the discretion of the Agency.

Suitable documentation would include, for example, a test report of the instrument prepared by an independent third-party testing facility that includes the following:

**3.5.1. Examination of the relative reliability of the instrument under different settings and parameters such as the following. The amount of error, as specified herein, shall be considered to be relative to a portable handheld pavement marking retroreflectivity device widely used and recognized by industry to provide reliable and repeatable measurements, such as a Delta LTL 3500:**

- 3.5.1.1. Laboratory, closed course, and open course settings**
- 3.5.1.2. Pavement marking materials of a wide range of retroreflectivity performance levels**
- 3.5.1.3. Different line types such as solid and broken lines**
- 3.5.1.4. Different road surface types, including asphalt and concrete**
- 3.5.1.5. Different data collection speeds**
- 3.5.1.6. Different reading distances**
- 3.5.1.7. Different instrument height and tilt relative to the roadway surface**
- 3.5.1.8. Roadways with and without the presence of supplemental raised pavement markers**

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**3.5.1.9. Roadways with and without the presence of ambient light sources**

**3.5.1.10. Different positions of the marking relative to lateral measurement window provided by the instrument**

**3.5.2. The results of the instrument testing under the different settings and parameters described in 3.5.1 should indicate the following:**

**3.5.2.1. Retroreflectivity reading accuracy: Average error in closed and open course readings of 10% or less for all line types**

**3.5.2.2. Measurement repeatability: Less than 5% difference between mean values between repeated daytime runs and between daytime and nighttime runs**

**3.5.2.3. Roadway surfaces: Effect of asphalt and concrete surface roadways on readings shall be negligible**

**3.5.2.4. Collection Speed: Difference in average readings at various speeds between 30 and 70 mph shall be less than 1%**

**3.5.2.5. Measurement window: Less than 5 % difference for measurements at the edge of the measurement window compared to measurements at the center.**

**3.5.2.6. Height and Tilt: If applicable, the testing shall demonstrate that reasonable deviations of the height and tilt of the instrument relative to the roadway surface relative to those prescribed by the manufacturer result in nominal variances in the readings obtained.**

**3.5.2.7. Raised Pavement Markers: Less than 5 % difference in average measurements along a roadway with and without the presence of raised pavement markers.**

**3.5.2.8. Ambient Lighting: Reading errors shall be less than 10% under sunny (including high, low, and midday sun), cloudy, and night conditions**

**4. MANDATORY REQUIREMENTS:**

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**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below. All costs associated with meeting the requirements specified within this Contract shall be included in the Vendor's bid prices.

**4.1.1 Data Collection:** The Vendor shall collect the required pavement marking retroreflectivity data in a manner that is in compliance with all applicable laws and in conformance with the recommendations of the measuring instrument manufacturer.

The Vendor shall be responsible for providing all vehicles, instruments, associated hardware and materials, and personnel required to do so.

All collection instruments shall be field calibrated in a manner and frequency recommended by the instrument manufacturer. Records of these calibrations shall be maintained by the Vendor and provided to the Agency upon request.

One Release Order will typically be issued to the Vendor for each testing season and will be for all roadways in the state to be tested. The Agency will provide the Vendor with tabular format listings of the roadways to be tested as well as marked-up county maps.

The Vendor shall be responsible for coordinating their work closely with the designated Agency Contract Manager. Individual striping Contracts are issued for each of the ten (10) Agency Districts on an annual basis. Typically, late completion of the striping Contracts in one or more Districts necessitates the scheduling of retroreflectivity testing with this taken into account. Testing of old roadway striping due to the Vendor's failure to properly coordinate their scheduling with the Agency shall not be considered to meet the requirements of this Contract, shall not entitle the Vendor to payment for such testing, and may result in the Vendor being required to repeat such testing. The Vendor shall not be entitled to any additional payment on the basis of scheduling adjustments or retesting necessitated for the reasons described herein.

Unless circumstances necessitate otherwise, the Vendor shall schedule their work such that for secondary roads, all data is collected in a given District once

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collection is started in that District, and prior to mobilizing all collection units out of that District. For expressway roads, the Vendor shall collect all data for a given expressway once it is started, and prior to mobilizing all collection units to another expressway.

- 4.1.2 Release Order Test Reports:** Various reports of the results of the testing performed for the Release Order and documentation videos shall be provided to the Agency.

The reports and videos shall be in conformance with the minimum requirements specified in Exhibit B and will typically contain multiple different files.

The cost of creating and providing Release Order Test Reports, including any electronic media devices provided to the Agency, shall be included in the Vendor's pricing for the Bid Items provided herein.

All reports shall be provided in electronic format, and with the exception of videos, shall not be provided on electronic media. The Vendor shall be responsible for setting up and maintaining a system for uploading report files to and for the Agency to retrieve said files such as an FTP site, Dropbox, etc. and shall notify the Agency when the files are available for download.

The Vendor is expected to compile and post-process collected data, and to prepare reports concurrently with collecting the data. The Vendor shall provide all reports for individual Districts and individual expressways in a timely manner once data collection is completed for individual Districts and expressways, while collection of data for other Districts and expressways continues.

- 4.1.3 Completion of Data Collection and Reports:** All data collection shall be completed, and reports provided to the Agency within a time frame that will allow the Agency to review the reports and provide notice to the Districts in advance of the end of the striping Contractor's required warranty period.

The Release Order, route listings, and maps will typically be provided to the Vendor by July 1<sup>st</sup> of each year. Data collection shall be completed, and reports provided to the Agency in accordance to the following:

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- Even Calendar years:
  - Expressway routes: All reports should be completed and provided back to the Agency by August 1<sup>st</sup> of the same Calendar year.
  - Secondary routes: All reports should be completed and provided back to the Agency by September 15th of the same Calendar year.
- Odd Calendar years:
  - Expressway routes: All reports should be completed and provided back to the Agency by September 30th of the same Calendar year.
  - Secondary routes: All reports should be completed and provided back to the Agency by September 15th of the same Calendar year.

If the Agency fails to provide the Vendor with the Release Order and associated materials by July 1<sup>st</sup>, additional Calendar Days shall automatically be added to the above specified deadline dates in accordance with the number of Calendar Days delay caused by the Agency. No other extensions shall be given automatically for any other delays such as late completion by striping Contractors or weather.

A priority shall be placed by the Vendor on completing and providing the Failure Summary Report described in Exhibit B by the specified deadlines. The Failure Summary Report is the primary source that the Agency uses to determine roadway sections required to be re-striped. It is requested that the Vendor provide periodic updated versions of this report as Districts and expressways are completed, and while data collection and post processing for other Districts and expressways are ongoing. At the Agency Project Manager's discretion, reasonable delays may be permitted for delivery of the other reports described and the videos. In the event that unforeseen, uncommon delays are encountered that are expected to affect the Vendor's completion of the Contract requirements in the time frames specified, it shall be the responsibility of the Vendor to communicate and discuss this with the Agency Contract Manager. **Unless agreed to in writing by the Agency Contract Manager, the Agency reserves the right to refuse payment to the Vendor for the collection of any data that is not represented on the Failure Summary Report delivered to the Agency by the previously specified, or otherwise agreed to, date.**

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**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2 Pricing Page:** Vendor should complete the Pricing Page by providing a unit price for all bid items. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendors should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [john.w.estep@wv.gov](mailto:john.w.estep@wv.gov)

**6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

**7. PAYMENT:** Agency shall pay in accordance with the terms and bid items described herein, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The Agency shall not pay progress invoices on Release Orders. The Vendor shall be entitled to submit one invoice per Release Order, after all work associated with the Release Order has been completed and accepted by the Agency. Items to be utilized for bidding and payment under this Contract are as follows:

**7.1. Item #1 – Pavement Marking Mobile Retro Testing-Expressway:** This item shall be used as payment for the collection of data, and other associated costs as described herein, on expressway roadways as defined in Section 2. Unit of measurement shall be per line mile tested. Only mileage that is driven while the data collection unit is turned on and collecting data shall be included in the invoiced quantity for this item. When collecting data on dashed lines, mileage may be calculated continuously. This bid item should include the Vendor's price associated with collecting the data (mileage, labor, etc.) and preparing the reports described for expressway roadways.



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**7.2. Item #2 – Pavement Marking Mobile Retro Testing-Secondary:** This item shall be used as payment for the collection of data, and other associated costs as described herein, on secondary roadways as defined in Section 2. The unit of measurement shall be per line mile tested. Only mileage that is driven while the data collection unit is turned on and collecting data shall be included in the invoiced quantity for this item. When collecting data on dashed lines, mileage may be calculated continuously. This bid item should include the Vendor's price associated with collecting the data (mileage, labor, etc.) and preparing the reports described for secondary roadways.

**7.3. Item #3 - Mobilization, Per Release Order –** The Vendor shall be entitled to one unit payment of this item per each Release Order issued, per each mobile testing unit mobilized by the Vendor to complete the assigned work on the Release Order. This bid item should include the Vendor's price for all costs incurred which are not included in the Vendor's pricing for items #1 and #2, such as but not limited to mileage incurred while not collecting data, labor down time, per diem expenses, etc.

**8. TRAVEL:**

Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs incurred separate from when the data collection unit is turned on and collecting data may be included in Item #3 listed on Vendor's bid. Such costs will not be paid by the Agency separately. Mileage and travel costs incurred while collecting data should be included in the Vendor's bid price for Items 1 and 2, as applicable.

**9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

**9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

**9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

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**10. VENDOR DEFAULT:**

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

**10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

**10.1.2.** Failure to comply with other specifications and requirements contained herein.

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

**10.1.4.** Failure to remedy deficient performance upon request.

**10.2.** The following remedies shall be available to the Agency upon default.

**10.2.1.** Immediate cancellation of the Contract.

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

**10.2.3.** Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

**11.1. 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:** Richard A. Beck, P.E.  
**Telephone Number:** 612-805-1637  
**Fax Number:** 651-501-0015  
**Email Address:** rick.bcengineering@gmail.com

**11.2. Non-Applicable Terms and Conditions:** Note for clarification purposes, Sections 14, 15A, and 15 of the Instructions to Vendors Submitting Bids document is not applicable to this Contract due to the service being

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provided under this Contract not being under the scope of Contract types covered by these provisions. In addition, because no applicable commodities are being supplied under this Contract, Section 42 of the General Terms and Conditions document are not applicable to this Contract. All other Sections of the Instructions to Vendors Submitting Bids and the General Terms and Conditions documents apply to this Contract unless stated otherwise.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO DOT2500000047**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Beck & Co. Engineering, Inc

Company

*Richard A. Beck*



Authorized Signature

4/14/2025

Date

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

**EXHIBIT A - PRICING PAGES**

Quantities listed are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually performed and measured during the term of the Contract as defined in the Contract Specifications, whether more or less than the quantities shown.

ITEM NUMBER	ESTIMATED QUANTITY	DESCRIPTION	Commodity Code	UNIT COST	EXTENDED TOTAL AMOUNT
1		Pavement Marking Mobile Retro Testing-Expressway, Line Miles	78141600	\$23.50	
2		Pavement Marking Mobile Retro Testing-Secondary, Line Miles	78141600	\$24.50	
3		Mobilization, Per Release Order, Each	78141600	\$3,500.00	