SECTION 00300 – FORM OF PROPOSAL

BID TO THE OWNER: West Virginia Community and Technical College System
2001 Union Carbide Drive, Building 2000
South Charleston, WV 25303

PROJECT: RFB 27026
Mountwest Community and Technical College
New Slip Repair at Headquarters Building

Bidder's Name: TRITON CONSTRUCTION, INC.

The undersigned, hereinafter called "Bidder," being familiar with and understanding the Bidding Documents, and also having examined the site and being familiar with all local conditions affecting the Project, hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to perform all Work in accordance with the Bidding and Contract Documents within the time set forth below for the sum of:

BASE BID:

For the Sum of: ($ 404,379.00)

FOUR HUNDRED FOUR THOUSAND THREE HUNDRED SEVENTY NINE DOLLARS AND ZERO CENTS

(Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail.)

The Bidder, if successful and awarded a Contract, agrees that all Work is to be Substantially Complete within one hundred eighty (180) consecutive calendar days following receipt of Owner's written Notice to Proceed and agrees to achieve Final Completion within 30 consecutive calendar days thereafter.

Please enter Unit pricing for the above named project as follows:

Item #	Description	Units	Quantity	Unit Cost	Item Total
1	Mobilization (max 5% of Project Total)	LS	1	15,000	15,000
2	Remove Ext. Trees, Brush and Topsoil on Slope and 2 Overflow Alignments	LS	1	5,000	5,000
3	Install Temporary 6' tall Safety Fence and Super Silt Fence, Remove at completion (see details)	LS	1	6,000	6,000
4	Remove 40 ft of existing guardrail and Retain for Reuse, Re-install at completion	LS	1	4,000	4,000
5	Remove and retain lightpole store on-site for reuse, Remove concrete lightpole base and Dispose of off-site, Preserve electric supply	LS	1	6,000	6,000
6	Saw-cut Existing Pavement within Disturbance Area and Remove Asphalt and Concrete Curb and Gutter, Dispose of off-site	LS	1	2,500	2,500
7	Remove existing concrete catch basin, protect inlet RCP and CMP	LS	1	1,000	1,000
8	Remove existing damaged outlet CMP section on slope and dispose off-site	LS	1	3,000	3,000
9	Drainage Control - Install temporary 8-inch Asphalt Diversion Curb around worksite in parking lot (per Plans), Provide Temporary Drain Pipe for 15-inch RCP to daylight	LS	1	5,000	5,000
10	Construct 2 Concreted Rip-Rap Overflow Channels at locations shown on Plans	LS	2	4,000	8,000
11	Excavate soil on slope and benches per Plans, stockpile on-site, as required	CY	840	50	42,000
12	Segregate large boulders/rocks and dispose of off-site	CY	120	50	6,000
13	Excavate 40 ft long x 6 ft deep Toe Key and Install 18 in thick Rock Drainage Blanket, Install Geotextile Separation Fabric Import same quantity as Item 12 of new cohesive fill soil	LS	1	12,000	12,000
14	Reconstruct 40 ft wide Fill Embankment section using On-site Soils and Stair-Step Benching in 12 in thick Compacted Lifts	CY	4,000	1	4,000
15	Provide new 24-inch HDPE Storm				

	Drain on slope and Tie to Ext. 24-inch CMP, Place 4 concrete Anchors/Anti-Seep Collars, as required	LF	130	100	13,000
16	Excavate Temporary Drill Rig Pad (see details)	LS	1	2,000	2,000
17	Drill eighteen (18) Drilled Shafts as specified	LF	608	78	47,424
18	Drill three (3) Drilled Shafts for Dead-man Anchors as specified	LF	63	200	12,600
19	Steel Piling, Wale Beam, Anchor Piles and Installation as specified	LF	900	55	49,500
20	Three (3) Tie-Back Rods and Installation	LF	75	50	3,750
21	Temporary Casings and Groundwater Control	LS	1	4,000	4,000
22	Concrete Pump Truck and Full Length Tremie	LS	1	12,000	12,000
23	4,000 psi Concrete in Shafts and Tie-backs, as required	CY	80	250	20,000
24	Precast Concrete Lagging, Installation and Welded Angles for 2 Lagging Sections, as required	SF	587	40	23,480
25	Excavation for Pipe penetration at wall and forming for Anchor/Anti-Seep Collar	LS	1	2,000	2,000
26	#8 Limestone Backfill, as required	LS	1	7,000	7,000
27	Install new 36 in Drop Inlet and connect to existing storm system	LS	1	6,500	6,500
28	Reconnect Storm Drains Damaged by Erosion and Re-Connect to Existing Pipes, as required	LF	110	50	5,500
29	Provide Continuous 12 in tall Concrete Slip-Form Curb and Gutter and match with New Spillways or ext. curbs	LF	300	70	21,000
30	4,000 psi Concrete in lightpole foundation/base, as required, Reconnect Lightpole	LS	1	5,000	5,000
31	Repair site features and reseed slope/lawnspace as required	SF	5,500	0.75	4,125
32	Remove temporary asphalt curb, Repair Damaged Asphalt Pavement and Pave Parking Area disturbed by site excavation	SF	6,500	6	39,000
33	Remove all Spoils from Site and Disposal, as required	LS	1	5,000	5,000
34	Provide Striping of Parking Spaces and other traffic directions	LS	1	2,000	2,000
				Project Total (Base Bid):	404,379

Note: All items required for project completion but not listed separately shall be considered incidental to the items shown.

Attachments: List of Project References (Minimum three (3) projects)

RESPECTFULLY SUBMITTED:

SIGNATURE: Kyle Kalkhoff (Signature in Ink) DATE: 11/12/20

NAME: KYLE KALKHOFF (Please Type or Print) *Corporate Seal if Applicable*

TITLE: VICE PRESIDENT

BIDDERS NAME: TRITON CONSTRUCTION, INC.

BIDDERS ADDRESS: 1944 WINFIELD RD.
ST. ALBANS, WV 25177

TELEPHONE: (304) 759-2100

EMAIL: KYLE.KALKHOFF@TRITONWV.COM

CONTRACTOR"S LICENSE NO.: WV046687

CONTRACTOR'S LICENSE

West Virginia Code §30-42 requires that all persons desiring to perform contractual work in West Virginia must be duly licensed. The West Virginia Contractor Licensing Board is empowered to issue a contractor's license. Application for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board, Building 3, Room 200, 1900 Kanawha Boulevard, East, Charleston, West Virginia 25305. Telephone: (304) 558-7890. West Virginia Code §30-42 requires any prospective Bidder to include the contractor's license number on or with its Bid. Successful Bidder will be required to furnish a copy of their contractor's license prior to issuance of a Purchase Order/Contract.

AFFIDAVITS (on the following pages) – *TO BE SUBMITTED WITH BID OR AS OTHERWISE PERSCRIBED BY LAW*

- PURCHASING AFFIDAVIT: West Virginia code §5A-3-10A states that no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than $1,000 in the aggregate. The Bidder (vendor) shall execute and submit with its bid, or as otherwise prescribed by West Virginia Code, the Purchasing Affidavit provided in the Bidding Documents.

- DRUG-FREE WORKPLACE CONFORMANCE AFFIDAVIT: West Virginia Code §21-1D-5 requires each contractor that submits a bid for the work to submit an affidavit that the contractor has a written plan for a drug-free workplace policy prior to being awarded a contract. The contractor (bidder/vendor) shall execute and submit with its bid, or as otherwise prescribed by West Virginia Code, the Drug-Free Workplace Conformance Affidavit provided in the Bidding Documents.

CERTIFIED DRUG-FREE WORKPLACE REPORT

In accordance with West Virginia Code §21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That

report must include each of the items identified in the Required Report Content section of the Certified Drug-Free Workplace Report Coversheet.

DISCLOSURE OF INTERESTED PARTIES TO CONTRACTS

Pursuant to West Virginia Code §6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of $1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

The Disclosure Form is available at the following URL: http://www.ethics.wv.gov/Pages/forms.aspx

VENDOR REGISTRATION AND DISCLOSURE STATEMENT

The successful Bidder must be a registered vendor with the West Virginia Department of Administration, Purchasing Division, prior to receiving a contract/purchase order. Vendor registration information is available at the following URL: http://www.state.wv.us/admin/purchase/vrc/wv1.pdf

LIQUIDATED DAMAGES

The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time following the date established for commencement of the Work in the notice to proceed and/or purchase order. As liquidated damages, and not as a penalty, the Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sum of One Hundred Fifty Dollars ($150) per day until Substantial Completion is achieved.

Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of Contract Time must be properly documented in accordance with the General Conditions of the Contract for Construction, AIA Document A201-2017, and the State of West Virginia Supplementary Conditions to AIA Document A201-2017.

ADDENDA ACKNOWLEDGMENT

The undersigned hereby acknowledges receipt of the following Addenda and has taken the information contained therein into full consideration in the formulation of this Bid.

Addenda
No. 1 10/26/26
No. 2 11/3/26
No. 3 _____
No. 4 _____
No. 5 _____

Failure to acknowledge receipt of each Addendum may be cause for rejection of the Bid.

SIGNATURE: KUKIH DATE: 11/12/26
Signature in Ink

LIST OF PROPOSED SUBCONTRACTORS
(To Be Completed and Submitted with Bid)

List as designated below the proposed subcontractor for each major branch of work for this bid. Also, provide the subcontractor's license number as required by the West Virginia Contractors Licensing Act. If the branch of work is to be completed solely by the Bidder/Contractor, so indicate. If the acceptance of an alternate bid changes a subcontractor, indicate by notation below. The Bidder/Contractor may be requested to change an unsatisfactory subcontractor. The Bidder/Contractor is responsible for selecting or changing subcontractors. The Owner and Architect/Engineer may indicate their concerns about any entity listed which they have reason to believe past experience indicates that poor performance may be expected. The Bidder/Contractor has full responsibility for satisfactory execution of all work in accordance with the Contract Documents. Any change of proposed subcontractors shall be at no additional cost to the Owner, as the Bidder/Contractor has full responsibility for execution of the work. Bidder/Contractor shall have up to two hours after the bid opening to make adjustments if necessary. Owner will suffer loss should Contractor change from those listed beyond the two-hour time stipulated. Please email adjustments/modifications to Chief Procurement Officer at cbid.receipt@wvhepc.edu

Branch of Work/Material Category	Subcontractor/Supplier	Contractor License No.
1. LIGHT POLE	PRITCHARD SIGNAL & LIGHT	WV056410
2. ASPHALT	BRANDON TERRY PAVING	WV059324
3.	* SUPPLIERS ON NEXT PAGE *	
4.		
5.		
6.		

END OF FORM OF PROPOSAL
END OF SECTION 00300

MATERIAL SUPPLIERS:

1. Concrete: Central Supply Company
2. Aggregates: Buffalo Valley Aggregates
3. Steel Pile: JD Fields Company (SDI)
4. Concrete Lagging: Core & Main
5. HDPE Pipe: Core & Main
6. Drop Inlet and Grate: Core & Main

Agency WV Community and Technical College System
REQ.P.O# RFB 27026

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Triton Construction, Inc.
of St. Albans, WV, as Principal, and Fidelity and Deposit Company of Maryland
of Schaumburg, IL, a corporation organized and existing under the laws of the State of
IL with its principal office in the City of Schaumburg, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid ($ 5%) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for New Slip Repair at Headquarters Building Parking Lot a Drainage and Slope Repair at Mountwest Community and Technical College, Huntington, WV

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 5th day of November, 2026.

Principal Seal

Triton Construction, Inc.
(Name of Principal)
By
(Must be President, Vice President, or Duly Authorized Agent)
KYLE KALKHOFF, VICE PRESIDENT
(Title)

Surety Seal

Fidelity and Deposit Company of Maryland
(Name of Surety)
By:
Kimberly L. Miles, Licensed WV Resident Agent Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Andrew K. TEETER, Tammy S. SELBE, Kimberly L. MILES, Douglas P. TAYLOR**, of Charleston, West Virginia, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of January, A.D. 2025.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 16th day of January, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

EXTRACT FROM BY-LAWS OF THE COMPANIES

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of November, 2026.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CONTRACTOR LICENSE

AUTHORIZED BY THE

West Virginia Contractor Licensing Board

NUMBER: WV046687

CLASSIFICATION:

GENERAL ENGINEERING
SPECIALTY

TRITON CONSTRUCTION INC
PO BOX 1360
SAINT ALBANS, WV 25177

DATE ISSUED	EXPIRATION DATE
APRIL 23, 2026	APRIL 23, 2027

Authorized Signature

Chair, West Virginia Contractor Licensing Board

WEST VIRGINIA CONTRACTOR LICENSING BOARD

A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: TRITON CONSTRUCTION, INC.

Authorized Signature: [signature] Date: 11/5/24

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 5 day of November, 2024

My Commission expires September 3, 2026

AFFIX SEAL HERE

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Terry L. Pendleton
7 Peyton Avenue
Saint Albans, WV 25177
My Commission Expires September 03, 2026

NOTARY PUBLIC [signature]

State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
***West Virginia Code* §21-1D-5**

I, KYLE KALKHOFF, after being first duly sworn, depose and state as follows:

1. I am an employee of TRITON CONSTRUCTION, INC.; and,
(Company Name)

2. I do hereby attest that TRITON CONSTRUCTION, INC.
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with ***West Virginia Code*** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: KYLE KALKHOFF

Signature: [signature]

Title: VICE PRESIDENT

Company Name: TRITON CONSTRUCTION, INC.

Date: 11/5/26

STATE OF WEST VIRGINIA,

COUNTY OF Putnam, TO-WIT:

Taken, subscribed and sworn to before me this 5 day of November, 2026.

By Commission expires September 3, 2030

(Seal)

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Terry L Fondren
7 Peyton Avenue
Saint Albans, WV 25177
My Commission Expires September 03, 2030

[signature]
(Notary Public)

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not allow a vendor to perform work on a contract, or a series of related contracts, that has/have an actual or estimated value of $1 million or more until the business entity submits to the state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

(1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
(2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
(3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the state agency prior to beginning work under a contract and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: ethics.wv.gov.

Revised March 23, 2026

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: TRITON CONSTRUCTION, INC.

Address: 1944 WINFIELD RD., ST. ALBANS, WV 25177

Name of Authorized Agent: KYLE KALKHOFF **Address:** 1944 WINFIELD RD., ST. ALBANS, WV 25177

Contract Number: RFB 27026 **Contract Description:** MOUNTWEST COMM. & TECH. COLLEGE - NEW SLIP REPAIR AT HQ. BLDG

Governmental agency awarding contract: WV COMM. & TECH COLLEGE SYSTEM

☐ **Check here if this is a Supplemental Disclosure**

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below *(attach additional pages if necessary)*:

1. **Subcontractors or other entities performing work or service under the Contract**
   ☐ Check here if none, otherwise list entity/individual names below.
   PRITCHARD SIGNAL & LIGHT
   BRANDON TERRY PAVING
2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**
   ☑ Check here if none, otherwise list entity/individual names below.
3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**
   ☑ Check here if none, otherwise list entity/individual names below.

Signature: KYLE KALKHOFF, VICE PRESIDENT Date Signed: 11/5/26

Notary Verification

State of West Virginia, County of Putnam

I, Kyle Kalkhoff, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 5 day of November, 2026.

Terry L. Fondren
Notary Public's Signature

To be completed by State Agency:
Date Received by state agency:
Date submitted to Ethics Commission:
Governmental agency submitting Disclosure:

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Terry L Fondren
7 Peyton Avenue
Saint Albans, WV 25177
My Commission Expires September 03, 2030

Revised March 23, 2026

Project references

RFB 27026 | Attachment to Section 00300 | Minimum three projects

Bidder legal name

TRITON CONSTRUCTION, INC.

PROJECT 1

Project name and location

IMPROVE AIRPORT DRAINAGE, PHASE 1, CHARLESTON, WV

Owner / reference organization

WV INTERNATIONAL YEAGER AIRPORT

Reference contact name and title

DOMINIQUE RANIERI, AIRPORT DIRECTOR & CEO

Telephone and email

(304)344-8033, DOMINIQUE@YEAGERAIRPORT.COM

Work performed / relevant scope

PILE WALL & DRAINAGE

Completion date and contract value

JUNE 2026 $2,457,109

PROJECT 2

Project name and location

BRYAN CREEK ROAD +1

Owner / reference organization

WV DIVISION OF HIGHWAYS

Reference contact name and title

DAVID FERRELL, DISTRICT 2 REGIONAL ENGINEER

Telephone and email

(304) 382-4524

Work performed / relevant scope

PILE WALL

Completion date and contract value

AUGUST 2025 $299,053

PROJECT 3

Project name and location

CULLODEN INTERCHANGE, CULLODEN, WV

Owner / reference organization

WV DIVISION OF HIGHWAYS

Reference contact name and title

CHASE LINDSEY, DISTRICT 1 CONSULTANT

Telephone and email

(304)416-3177

Work performed / relevant scope

PILE WALL

Completion date and contract value

PROJECT-ONGOING, PILE WALL MARCH 2026, $32,346,000

Use actual completed projects and confirm contact details before submission.

TRITON
CONSTRUCTION, INC.
PO BOX 1360, SAINT ALBANS, WV 25177

July 1, 2025

Re.: Authority to Sign Bids and Execute Contracts on Behalf of Triton Construction, Inc. and Its Subsidiaries

To Whom It May Concern,

This letter serves as formal notice that the individuals listed below are duly authorized to sign bids, proposals, and execute contracts, agreements, and other legally binding documents on behalf of Triton Construction, Inc., including all of its wholly- or majority-owned subsidiaries. This authority includes, but is not limited to, commitments related to public and private procurement, subcontracts, purchase orders, change orders, and other related contractual instruments in the ordinary course of business.

Name	Title	Signature
John M. Farley, II	**President**	
Thomas C. Apperson	**Vice President**	
Steve Diehl	**Vice President/Corporate Secretary**	
Kyle Kalkhoff	**Vice President**	

This delegation of authority remains in effect until amended or revoked in writing by the Board of Directors or executive leadership of Triton Construction, Inc.

If you have any questions or require additional documentation, please contact our office at 304-759-2100 or chris.apperson@tritonwv.com

Sincerely,

Thomas C. Apperson
Vice President