

CIVIL CASE INFORMATION STATEMENT
CIVIL CASES
(Other than Domestic Relations)

In the Circuit Court, County, PRESTON West Virginia

I. CASE STYLE:

Plaintiff(s)

Case #

21-C-7

TRITON CONSTRUCTION, INC.

Judge:

Shaffer

a West Virginia Corporation,

vs.

Defendant(s)

Days to
Answer

Type of Service

GANNETT FLEMING, INC.

30

Secretary of State

207 Senate Avenue

Street

Camp Hill, PA 17011-2316

City, State, Zip

Street

City, State, Zip

Street

City, State, Zip

Original and 1 copies of complaint enclosed/attached.

PRESTON CIRCUIT CLERK
JAN 19 '21 AM 11:21

IN THE CIRCUIT COURT OF PRESTON COUNTY, WEST VIRGINIA

PLAINTIFF: TRITON CONSTRUCTION, INC.

Civil Action No. 21-C-7

DEFENDANTS: GANNETT FLEMING, INC.

II. TYPE OF CASE:

<input type="checkbox"/> ASBESTOS	<input type="checkbox"/> ADOPTION	<input type="checkbox"/> APPEAL FROM MAGISTRATE COURT
<input checked="" type="checkbox"/> PROFESSIONAL MALPRACTICE	<input type="checkbox"/> CONTRACT	<input type="checkbox"/> PETITION FOR MODIFICATION OF MAGISTRATE SENTENCE
<input type="checkbox"/> PERSONAL INJURY	<input type="checkbox"/> REAL PROPERTY	<input type="checkbox"/> MISCELLANEOUS CIVIL
<input type="checkbox"/> PRODUCT LIABILITY	<input type="checkbox"/> MENTAL HEALTH	<input type="checkbox"/> OTHER Enforcement of Mechanic's Lien
<input type="checkbox"/> OTHER TORT	<input type="checkbox"/> APPEAL OF ADMINISTRATIVE AGENCY	

III. JURY DEMAND ☒ YES ☐ NO

CASE WILL BE READY FOR TRIAL BY (MONTH/YEAR): April, 2022

IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMMODATIONS DUE TO A DISABILITY OR AGE?

☐ YES ☒ NO

IF YES, PLEASE SPECIFY:

- ☐ Wheelchair accessible hearing room and other facilities.
- ☐ Interpreter or other auxiliary aid for the hearing impaired.
- ☐ Reader or other auxiliary aid for the visually impaired.
- ☐ Spokesperson or other auxiliary aid for the speech impaired.
- ☐ Other: _____

Attorney Name: Norman T. Daniels, Jr. (WVSB # 937)

Firm: Daniels Law Firm, PLLC

Address: P.O. Box 1433, Charleston, WV 25325

Telephone: (304) 342-6666 **FAX:** (304) 342-6677

Dated: January 19, 2021


Signature

Representing:

☒ Triton Construction, Inc.

☒ Plaintiff

☐ Pro Se

IN THE CIRCUIT COURT OF PRESTON COUNTY, WEST VIRGINIA

TRITON CONSTRUCTION, INC.
a West Virginia Corporation,

Plaintiff,

v.

CIVIL ACTION NO. 21-C-7

GANNETT FLEMING, INC.,
a Delaware Corporation,

Defendant.

COMPLAINT

COMES NOW, Plaintiff, Triton Construction, Inc., (hereinafter "TCI") by and through counsel Norman T. Daniels, Jr., Thomas E. G. Spears and the Daniels Law Firm, PLLC and for their Complaint against Defendant, hereby alleges and avers as follows:

1. TCI is and at all times relevant herein was a West Virginia corporation maintaining its home office and principal business location at 1944 Winfield Road, St. Albans, West Virginia in Putnam County, West Virginia. Triton Construction, Inc. is and at all times relevant herein was authorized to and does conduct business in the State of West Virginia.

2. Defendant, Gannett Fleming, Inc. (hereinafter "GFI"), is and at all times relevant herein was a Delaware Corporation maintaining its principal place of business at 207 Senate Avenue, Camp Hill, PA 17011-2316.

PRESTON CIRCUIT CLERK
JAN 19 '21 AM 11:21

JURISDICTION AND VENUE

3. Pursuant to West Virginia Code §51-2-02 and §56-3-33, this Honorable Court has jurisdiction over the parties and the subject matter of this civil action as the events which give rise to this action occurred in Preston County, West Virginia.

4. Pursuant to West Virginia Code §56-1-1 venue is proper in this Honorable Court because Defendant engaged in business in West Virginia by providing professional engineering services under purchase orders with the West Virginia Conservation Agency (“WVCA”).

5. Preston County, West Virginia is the location of a dam rehabilitation project designed by GFI, where TCI prepared a competitive bid for construction of the Upper Deckers Creek Project Site I Dam Rehabilitation Project and where TCI performed work identified in the Upper Deckers Creek Plans and Specifications.

FACTS

1. The West Virginia State Conservation Committee (“SCC”), WVCA, the Monongahela Conservation District (“MCD”) and the West Virginia Department of Agriculture (“WVDOA”) (hereinafter referred to as “Owners”) planned to rehabilitate the Upper Deckers Creek Site 1 Dam in multi-year project beginning in 2010. MCD used funding available through the United States Department of Agriculture, Natural Resources Conservation Service (hereinafter “NRCS”) and the State of West Virginia to improve and strengthen the existing Upper Deckers Creek earthen dam and the adjacent primary outlet works and auxiliary spillway. An aerial photograph of the Upper Deckers Creek dam taken before construction of the rehabilitation project is attached as Exhibit A hereto. After many delays which were not caused by TCI, the project contract work was substantially completed by TCI on May 20, 2020. Rather

than the work being completed “as bid” in fourteen (14) months, due to defective specifications causing delays, the project took thirty-two (32) months to complete “as built.” Aerial photographs of the Upper Deckers Creek dam after TCI’s construction was completed are attached as Exhibit B hereto.

2. The project generally consisted of improving the primary spillway riser structure and replacing an existing unprotected auxiliary spillway with a new roller compacted concrete weir-type shell over the crest of the main dam. Roller compacted concrete was to be installed on the downstream face of the earthen dam for additional strength. Roller compacted concrete is a type of concrete installed using a method similar to the method of installing asphalt paving whereby a dry concrete mix is spread with a loader and then compacted using a roller to bind the concrete mix to the underlying aggregate material. The roller compacted concrete was to be laid in many layers one on top of the other along the downstream face of the earthen dam.

3. Gannett Fleming, Inc. (hereinafter “GFI”) was a professional engineering firm employed by Owners and NRCS to plan, design, prepare bidding documents for, and oversee the construction of the Upper Deckers Creek Site I Rehabilitation Project (hereinafter “Project”). GFI had performed extensive geotechnical investigations and had designed the Project during the period beginning in 2010 and ending in 2015.

4. The GFI design of the Project was submitted to and reviewed by the West Virginia Division of Environmental Protection (hereinafter “WVDEP”), Dam Safety Branch, NRCS and Owners.

5. On January 15, 2015, the WVCA issued a public bidding solicitation for Expression of Interest from firms to provide professional engineering and technical services to

the Owners for planning and/or construction oversight tasks related to the rehabilitation of flood control structures located in multiple watersheds in West Virginia. This work included preparing the bid package and providing construction oversight for the Project.

6. GFI submitted an Expression of Interest and was then shortlisted by Owners along with two (2) other engineering firms, O'Brien & Gere and Schnabel Engineering. This governmental procurement was administered by the West Virginia Division of Purchasing and an evaluation committee of representatives of the Owners gave GFI's proposal the highest score. Thereafter on February 25, 2016, the West Virginia Purchasing Division issued a governmental procurement purchase order on behalf of SCC and WVCA to GFI in the amount of \$3,007,690.00. The purchase order was for professional engineering services for several Conservation Districts in West Virginia and included construction phase services for the Upper Deckers Creek Site 1 Rehabilitation Dam Project for a time and material fee with a not-to-exceed limit of \$990,690.00.

2017

7. Upon authorization by the Owners, GFI prepared the "as bid" plans, specifications and a Notice to Prospective Bidders/Contractors for the public procurement of the Upper Deckers Creek Site 1 Rehabilitation Project. The Notice to Prospective Bidders/Contractors was issued by GFI and MCD on April 14, 2017. The notice was also coordinated with a mandatory job showing on the same day, April 14, 2017. Bidders' questions or queries were to be submitted on May 5, 2017. GFI and MCD subsequently issued responses to bidders' queries by way of five (5) bid package addenda. The final sealed competitive bids were submitted by contractors bidding the project on May 26, 2017. In all, bidders had just over

one month (April 14th to May 26th) to review the plans and specifications, develop a work plan, develop a work schedule and prepare a competitive sealed bid for submission on May 26, 2017.

8. The following competitive sealed bids were submitted to the SCC, WVCA, MCD and WVDOA on July 6, 2017:

<u>Bidder</u>	<u>Amount of Bid</u>
1. Triton Construction, Inc., St. Albans, West Virginia	\$7,970,000.00
2. Heeter Construction, Inc., Spencer, West Virginia	\$8,219,808.00
3. Sunesis Construction Co., West Chester, Ohio	\$8,360,000.00
4. Kanawha Stone Company, Poca, West Virginia	\$8,483,108.70

9. TCI was the successful bidder and was awarded the contract to construct the Project on July 6, 2017 (hereinafter “Contract”) in the amount of \$7,970,000.00. MCD issued a formal Notice to Proceed with the work on August 23, 2017. TCI began work by preparing submittals for various work items but TCI was unable to begin work on site in 2017 due to GFI and the owner’s failure to obtain all permits before the Notice to Proceed was issued.

10. TCI discovered that GFI and the Owners had failed to obtain a NPDES permit from the WVDEP. TCI promptly applied for a NPDES permit with the WVDEP that was required to be issued before TCI or any other contractor could commence work at the dam site. Although the application was filed in September, 2017, WVDEP did not issue its permit Approval until December 29, 2017. Consequently, all TCI’s “as bid” work planned for 2017 was delayed and could not be performed because MCD and GFI failed to obtain the necessary NPDES permit from the WVDEP before issuing the Notice to Proceed. Additionally, the Construction Specifications provided for a winter shutdown and prohibited the contractor from

working from December 1, 2017 to March 31, 2018 and the NPDES permit was not issued before the 2017-2018 winter shutdown.

11. Pursuant to the Contract specifications, TCI engaged Moretrench as a subcontractor to design, install and operate the dewatering systems to remove shallow groundwater in advance of TCI's excavation in the following two areas (hereinafter collectively referred to as the "Fill Area"): (1) excavation of existing material at the downstream face of the dam that was to be replaced with roller compacted concrete fill and (2) excavation of existing material at the toe of the downstream face of the existing dam, an area generally known as the stilling basin, that was to be replaced with concrete reinforced with rebar. Importantly, the Contract plans and specifications prepared and administered by GFI prohibited dewatering systems, including sumps and well point dewatering systems, in this Fill Area.

2018

12. On September 29, 2017, Moretrench submitted the initial version of the downstream dewatering plans. Moretrench's dewatering plans proposed ten (10) deep wells to be drilled just outside of the downstream limits of the stilling basin at the toe of the downstream face of the dam. Moretrench's dewatering design was prepared in accordance with the dewatering specifications provided to TCI by MCD and prepared by GFI that prohibited the use of any dewatering systems within the Fill Area. After multiple review cycles, GFI approved the Moretrench dewatering plans on May 1, 2018, seven (7) months after Moretrench's initial submission. Moretrench then began installing the ten (10) deep dewatering wells on May 15, 2018. The Contract specifications prohibited any excavation in the Fill Area located on the

downstream side of the dam until that area was dewatered. Dewatering is the process of draining or pumping ground water from existing ground.

13. The Contract plans and specifications required that groundwater be removed to a depth of three (3) feet below the bottom of the deepest stilling basin elevation before TCI could begin excavating in the Fill Area.¹ This corresponds to dewatering to an approximate depth of 64 +/- feet below the existing ground surface at the top of the dam. After excavation, concrete reinforced with rebar was to be installed in the stilling basin upon which an armor of roller compacted concrete was to be laid in layers along the downstream face of the dam. The ten (10) deep wells located outside the stilling basin (per the specifications) were operated continuously once installed. By mid-July 2018, TCI notified GFI and MCD that the ten (10) approved wells located downstream of the stilling basin that had been removing water were not effective in lowering the groundwater to the minimum required elevation. Delay in dewatering the site to the depth of three (3) feet below the stilling basin brought the planned and “as bid” work of TCI to a standstill. TCI was not able to begin the excavation in the Fill Area until the Fill Area was dewatered. Without excavation, the reinforced concrete and the roller compacted concrete could not be installed.

14. TCI requested permission to install up to seven (7) supplemental deep wells upstream of the stilling basin on the existing dam embankment. The original GFI plans and specifications initially prevented TCI from installing deep wells upstream of the stilling basin.² However, the supplemental deep dewatering wells were approved on August 25, 2018. Through the fall of 2018, the supplemental wells were only partially effective. Though water levels were

¹ Section 8(b)(4) of Construction Specification CS-11; Specifications dated February 2017.

² Section 8(b)(7) of Construction Specification CS-11; Specifications dated February 2017.

reduced, the minimum groundwater elevation required to begin excavation had still not been achieved. Consequently, no excavation in the Fill Area could proceed due to the inability to dewater.

15. The Contract required the Project to be shut down during winter weather from December 1, 2018 through March 31, 2019. Because of the delays, Triton was forced to work through the winter shutdown period continuing to remove water from the fill area.

16. Because it was not able to dewater the site before the winter shutdown on December 1, 2018, TCI submitted a request for equitable adjustment increasing the Contract time and amount to account for increased costs and delays caused by differing site conditions encountered at the site in 2018.

17. GFI also requested increased compensation from the Owners by letter dated February 12, 2019 (*see* Exhibit D attached hereto), Paul G. Schweiger, P.E., Vice President and Manager for GFI, Inc. sent a letter to Brian Farkas, Executive Director of WVCA requesting an increase in the Construction Management Fee to be paid by WVCA to GFI from \$990,690.00 to \$1,982,290.00, an increase of \$991,600.00, stating as follows:

This shortfall is a result of a number of factors beyond the control of Gannett Fleming and/or the WVCA. Several of these factors were identified in direct communication to your technical staff and legal representative in the past months and included (1) delays in bidding the project which were not captured in our original labor rates and direct expenses, and (2) pre-construction services which were provided at the request of the WVCA which were not anticipated or included in our original estimate. However, the fact that the project will continue for an additional construction season is the primary reason for most of the requested funds.

We would also like to take this opportunity to request an extension of the effective end date for the PO. Based on Triton's construction schedule, we are hopeful that the Upper Deckers project is completed by the end of

2019. Allowing time for project closeout activities, we recommend a project end date of July 31, 2020. This represents a time extension of 510 days for a total PO timeframe of 1,605 days (1095 + 510).

In summary, we are requesting our CM Fee for the Upper Deckers Creek Site 1 Rehabilitation Project be increased to \$1,982,290 and we are requesting our contract time be increased to 1,605 days with an effective end date of July 31, 2020.

18. During the winter shutdown between December 1, 2018 and March 31, 2019, the Owners and TCI met to review TCI's request for an equitable adjustment for delays in 2018. Owners agreed to issue "Modification Number 7 to increase the Contract time to November 1, 2019 and increase the Contract amount by \$600,000.00 to \$8,558,825.00." Modification Number 7 stated this adjustment was "for claims of equitable adjustment pertaining to alleged damages incurred or created from the date of the Notice to Proceed up and to the date this change order is accepted by all parties." Modification Number 7 was prepared by Owners and executed by Chris Apperson, Vice President of TCI on March 12, 2019 during the winter shutdown.

19. Modification Number 7 included an equitable adjustment only for the period beginning on August 23, 2017, the date the Notice to Proceed was issued, and ending on March 12, 2019, the date the modification was signed. The Contract time was extended to November 1, 2019.

20. As of March 12, 2019, dewatering was in process and TCI was ready to commence excavation and construction of the roller compacted concrete fill beginning at the end of the winter shutdown on March 31, 2019. On March 12, 2019, both TCI and Owners believed that the Project would be dewatered so that substantial completion of the Project could occur on November 1, 2019.

21. To date, MCD has failed to remit payment to TCI for the \$600,000 increase in the Contract amount that is due to TCI pursuant to Modification Number 7.

2019

22. The actions and inactions of Owners' professional engineer, GFI were found to be negligent during 2019 when it was discovered that the Project could not be dewatered using GFI's specifications. The negligence of GFI caused harm to TCI by increasing cost for labor, equipment, materials, overhead and subcontractors. The negligent actions and inactions of GFI are identified in the Report of Chris Spandau, Principal, HKA Global, Inc., attached as Exhibit C hereto. (*See Eastern Steel Contractors v. City of Salem*, 209 W.Va. 392, 549 S.E.2d 266 (2001)).

23. TCI was not able to dewater the Fill Area in 2018, so on February 19, 2019, TCI submitted a plan to install a series of closely spaced shallow wells and thirty-one (31) well points within the Fill Area. This plan was not approved by GFI and MCD until June 5, 2019, more than three (3) months after Triton initially submitted it. Following the approval on June 5, 2019, TCI promptly completed the installation of the thirty-one (31) well points on June 10, 2019.

24. On March 8, 2019, TCI submitted an Amended Excavation Plan in effort to accelerate the construction schedule. GFI approved TCI's Amended Excavation Plan, with revisions, at 11:00 a.m. on May 7, 2019.

25. On May 7, 2019 at 12:10 p.m., TCI was, for the first time, allowed to commence excavation within the Fill Area. This approval was granted even though dewatering to a depth of three (3) feet below the Fill Area had not been achieved. The dewatering of the Fill Area per the specifications was not possible and was never achieved.

26. Pursuant to Modification Number 7, the Project had to be completed by November 1, 2020, but TCI was prohibited by GFI from beginning the critical path work of excavation in the Fill Area until May 7, 2019.

27. GFI and its onsite representative allowed TCI to proceed with excavation in the Fill Area even though it had not been dewatered to a depth of three (3) feet below the deepest point of excavation located in the stilling basin as required by Construction Specification CS-11, effectively waiving said requirement. No written modifications, specification changes or letters were received by TCI waiving the dewatering requirement in Construction Specification CS-11. The Owners' representatives were present and inspecting the work every day and acknowledged that the site could not be dewatered as required by Construction Specification CS-11.

28. Dewatering of the Fill Area to a depth of three (3) feet below the deepest point of excavation in the stilling basin as required by Construction Specification CS-11 was never achieved by TCI and was impossible to achieve.

29. Because the requirement that the Fill Area be dewatered to a depth of three (3) feet below the deepest point of excavation in Construction Specification CS-11 was impossible to achieve, Construction Specification CS-11 was a defective specification. By waiving the dewatering requirement in CS-11, Owners admitted the dewatering requirement was a defective specification and that the Project was un-constructible as designed.

30. After modification Number 7 dated March 12, 2019 and until June 5, 2019, GFI prohibited TCI from constructing any dewatering systems, including sumps and well point dewatering systems, within the Fill Area. Despite all installed dewatering wells pumping around

the clock, the site could not be dewatered as provided in the specifications. This brought the Project to a standstill because excavation in the Fill Area could not begin.

31. On May 7, 2019, GFI allowed TCI to begin the critical path work of excavation in the Fill Area, and completely waived the specification requiring that no excavation could occur until the Project was dewatered three (3) feet below the lowest excavated elevation.

32. Despite many oral and written requests, and many written submittals, GFI and MCD refused to allow TCI to place dewatering systems, including sumps, within the Fill Area as a primary means of accomplishing dewatering until June 20, 2019. A sump is a hole excavated and supported by structures in which a pump is placed for the purpose of accumulating water for pumping out of the surrounding area.

33. On June 20, 2019, GFI approved TCI's dewatering plans that included the use of sumps within the Fill Area.³ GFI thereby waived the provision of Construction Specification CS-11 prohibiting the use of sump dewatering systems within the Fill Area and acknowledged that said provision of Construction Specification CS-11 was defective.

34. In July 2019 TCI proceeded to install a series of sumps during its excavation within the Fill Area and abandoned the ten (10) well points installed on June 15, 2019. The sumps were ultimately the only dewatering method that was effective to lower the water level to a sufficient depth to allow the work and excavation within the Fill Area including the construction of the roller compacted concrete and reinforced concrete fill.

35. The purpose of the excavation within the stilling basin was to allow construction of a reinforced concrete toe upon which the roller compacted concrete could be constructed

³ Submittal #CS21-004-001 Plan of Excavation (Approach to Downstream Phase II Left Side) dated June 20, 2019

along the downstream face of the dam. The shallow groundwater was noted as being at about 10 feet below the existing grade at an elevation of approximately 1721 feet. Dewatering was required to lower the groundwater to an elevation of approximately 1700 feet where claystone rock was identified. By using sumps within the Fill Area, TCI was able to complete excavation to an elevation of 1700 feet.

36. TCI discovered that the claystone rock upon which the reinforced concrete fill for the toe was to be constructed was located at an elevation of approximately 1696 feet as opposed to 1700 feet and that additional excavation was required. TCI was then directed by Owners to excavate to an elevation of 1696 feet. On September 6, 2019, TCI sent a letter to MCD and WVCA notifying them of the differing site condition and TCI's intention to request additional compensation and an increase in Contract Time. TCI submitted a request for additional Contract time on June 10, 2020 (*see* Exhibit E) requesting a \$91,303.11 increase in the Contract amount and seeks an additional seven (7) days in Contract time for the delay caused by location of the claystone rock material at a deeper elevation than anticipated. GFI and MCD denied TCI's request on July 22, 2020.

37. On July 19, 2019, TCI completed its excavation work within the Fill Area.

38. On July 20, 2019, TCI began constructing the reinforced concrete fill in the stilling basin at the toe of the downstream face of the dam. Construction Specification CS-31.13 provided as follows with respect to the required curing time between concrete pours:

Construction joints shall be covered and wet cured for 7 days or until concrete placement resumes unless otherwise specified.

Before new concrete is deposited on or against concrete that has hardened, the forms shall be retightened. New concrete shall not be placed until the hardened concrete has cured at least 12 hours. (Emphasis added).

GFI, however, misinterpreted this specification and changed TCI's method and manner of construction by directing TCI to implement a minimum curing time seven (7) days between **all** pours delaying TCI's completion of the reinforced concrete fill by twenty-four (24) days. TCI had no choice but comply with this limitation of its planned work.

39. On August 30, 2019, TCI sent a letter to GFI, MCD and WVCA notifying them of the delay caused by GFI's misinterpretation of Construction Specification CS 31.13 and that TCI intended to submit a request for additional compensation and increase in Contract time. TCI submitted a request for additional Contract time on April 29, 2020 (*see* Exhibit F) requesting a \$271,241.62 increase in the Contract amount and twenty-four (24) additional days in Contract time for the delay caused by GFI's misinterpretation and extension of the minimum curing time between concrete pours from twelve (12) hours in the Construction Specifications to seven (7) days. GFI and MCD denied TCI's request on July 22, 2020.

40. Construction of the roller compacted concrete on the downstream face of the dam proceeded from October 18, 2019 to February 2020, rather than in the late summer and fall as planned and "as bid" by TCI. Because the roller compacted concrete work was performed during the winter months, TCI was required to use concrete blankets and heating devices to heat the roller compacted concrete material to a temperature of at least thirty-five-degrees Fahrenheit during the curing period pursuant to Construction Specification CS 36.16. TCI incurred additional costs for labor, materials, equipment, overhead and subcontractors to cure the roller compacted concrete material during winter weather and requested a \$481,461.89 increase in the Contract amount in a letter to GFI, MCD and WVCA dated June 11, 2020 (*see* Exhibit G – Item

11 on page 2) to compensate TCI for these additional and increased costs. MCD denied TCI's request for a change order increasing the Contract time and price.

41. The additional costs for heating and protecting the roller compacted concrete were incurred as a result of delays caused by the defective specifications and GFI's misinterpretation of Construction Specifications that had delayed TCI's construction of the roller compacted concrete fill until the winter months. But for said delays, TCI would have constructed the roller compacted concrete fill in the late summer and fall of 2019 when ambient temperatures were above thirty-five degrees Fahrenheit and additional heating procedures would not have been required.

42. GFI and MCD determined that substantial completion of the Contract work was achieved by TCI on May 20, 2020.

43. The Contract plans and design specifications were the "how to" for TCI to perform the Contract work under the Contract between MCD and TCI.

44. The Construction Specifications prepared by GFI and issued by the Owners to prospective bidders described and identified the manner in which the dewatering for the Project was to be accomplished. Contractors were prohibited from deviating from those Construction Specifications during construction.

45. As the design professional for the Project, GFI gave the contractor, TCI, an implied warranty that the information in the Contract plans and specifications was sufficient and adequate enough for the contractor to complete the project appropriately. By preparing and issuing those specifications, GFI assured the contractor, TCI, that the design plans and

specifications, when completed as instructed, would not produce inadequate work or unconstructible conditions.

46. Because the contractor, TCI, was bound to build according to the Owners' design plans and specifications prepared by GFI, TCI is not responsible for the consequences of defects in the plans and specifications. *United States v. Spearin*, 248 U.S. 132 (1918). GFI is liable to TCI for damages caused by defective plans and specifications. *Eastern Steel Contractors v. City of Salem*, 209 W.Va. 392, 549 S.E.2d 266 (2001).

47. Section 8(b)(4) of Construction Specification CS-11 required TCI to dewater locations of excavation within the Fill Area so that water levels were three (3) feet below the proposed foundation grades shown on the Project plans. Section 8(b)(4) of Construction Specification CS-11 states as follows:

Dewatering systems shall dewater to a minimum depth of 3 feet below the proposed foundation grades at every location where excavation is required and where earthfill material; drainfill material; reinforced, dental or backfill concrete; Roller Compacted Concrete or any other materials are to be placed.

Pursuant to this Section of CS-11, TCI was prohibited from excavating in the footprint of the stilling basin and from installing roller compacted concrete until June 20, 2019 because the Project could not be dewatered to a minimum depth of three (3) feet below the proposed foundation grades. Section 8(b)(7) of Construction Specification CS-11 further states:

“Dewatering systems shall be constructed outside the limits of excavations so they do not interfere with fill material or Roller Compacted Concrete placement. The general use of sumps within the limits of the “footprint” of the fill material as a primary means of accomplishing dewatering is prohibited.” (Emphasis added).

48. Subsurface geotechnical information provided to contractors in the bid documents was very limited and was inadequate. Two geotechnical data reports that had been prepared by

GFI in 2011 and 2016 were provided to contractors during the bidding process. The data reports provided no guidance or analysis of the characteristics of the underlying soils, bedrock or groundwater conditions.

49. GFI developed the final plans and specifications for bidding and construction purposes. GFI presumably relied on its own knowledge of the subsurface geotechnical conditions when it prepared the written specification for dewatering at the downstream toe. Section 8(b) of the Construction Specifications titled “Bid Item 17, Dewatering the Construction Site” lists requirements for the dewatering system including deep wells, minimum drawdown depths and limitations on the location of water extraction points.

50. GFI provided detailed calculations for NRCS’s, WVCA’s and MCD’s review and comment. The design report that GFI provided to Owners did not study the feasibility and manner to accomplish the dewatering required at the downstream toe of the dam. However, each specification written by the engineer must be feasible and achievable in the field. In fact, during the design, NRCS commented that the GFI’s analysis and design did not address whether dewatering was even achievable.

51. During the design, NRCS pointed out to GFI that this critical omission in Review Comment No. 24 dated November 4, 2014, as shown below.⁴

52. NRCS reiterated their concerns regarding the risk created by the high groundwater conditions to GFI in their comments on April 23, 2015. However, GFI does not appear to have addressed this critical concern raised by NRCS.⁵

⁴ Review Comments for: Geotechnical Exploration Plan, Upper Deckers Creek Site 1 dated October 16, 2014. Comments from NRCS dated November 4, 2014.

⁵ Review Comments for: Draft Phase II Preliminary Geotechnical Field Investigation Report, Upper Deckers Creek Site 1 Dam; comment resolution from February 11, 2015 to January 2016.

53. Section 8(b)(4) of Construction Specification CS-11 prepared by GFI placed specific requirements on the dewatering system. Key among them is the requirement to lower water levels to a minimum depth of 3 feet below all foundation grades.

It is the intent and Contract requirement that the Contractor shall design, furnish and install dewatering facilities and perform specified dewatering prior to initiating any excavation. Dewatering systems shall dewater to a minimum depth of 3 feet below the proposed foundation grades at every location where excavation is required and where earth fill material; drain fill material; reinforced, dental or backfill concrete; [...] (Emphasis added).

54. Section 8(b)(7) of Construction Specification CS-11 prepared by GFI stated that the dewatering system had to be installed outside of the limits of the excavations and no dewatering systems or sumps were allowed in the excavation area.

Dewatering systems shall be constructed outside the limits of excavations so they do not interfere with the fill material or Roller Compacted Concrete placement. The general use of sumps within the limits of the “footprint” of the fill material as a primary means of accomplishing dewatering is prohibited. The Drawings identify the special circumstances, terms, and conditions for use of dewatering sumps within the areas of open excavation, i.e. only for isolated seeps in rock. Dewatering systems located within areas where fill materials will be placed shall be designed to accommodate the fill placement while maintaining dewatering or shall be staged design to allow removal of a first stage system prior to fill placement with a second stage system to dewater fill placement areas. (Emphasis added).

55. On June 20, 2019, GFI and MCD for the first time approved using the sumps method of dewatering within Fill Area in order to accomplish dewatering. The use of the sumps method was successful. Thereafter, the site was promptly dewatered and construction of the reinforced concrete toe and roller compacted concrete began October 18, 2019.

56. Excavation of the Fill Area by TCI was delayed due to defective specifications and GFI prohibiting the timely performance of this critical path work.

57. TCI had men, equipment, a batch plant for manufacturing concrete, and other materials standing idle ready to perform the critical path work of excavating the Fill Area and to install the reinforced concrete toe and roller compacted concrete in the Fill Area.

58. Because of delays in 2019 and 2020 caused by additional excavation, improperly extended concrete cure time, the necessity of work in winter weather, and delays caused by defective specifications, it took TCI #1,007 days to substantially complete its work on the project rather than the #518 days originally specified in the Contract. The Project took thirty-two (32) months to complete “as-built” rather than the fourteen (14) months “as-bid.” These delays caused TCI to incur increased costs for labor, equipment and materials and changed TCI’s as bid manner, method and procedures of construction causing damage to TCI.

59. On June 11, 2020, TCI submitted to MCD and its representative, GFI, a request for increases in the Contract price and Contract time due to the delays caused by the defective specifications in 2019 and 2020. *See Exhibit G.* The increased costs were limited to periods after Modification Number 7 and were for the period of April 1, 2019, to the Project completion in 2020. This claim included the increased cost for installing roller compacted concrete in winter weather in the amount of \$481,461.89. TCI requested a Contract price modification of \$2,970,133.61 for these increased costs and an increase in the Contract time of 203 days caused by the defective specifications.

60. MCD and GFI rejected TCI’s proposed change order increasing the Contract price and time for defective specifications.

61. Rather than approving the proposed change order increasing the Contract price and extending the date for substantial completion, on July 2, 2020, GFI and MCD asserted a

claim for liquidated damages against TCI in the amount of \$1,045,450.00 (203 days at \$5,150.00 per day representing the period of November 1, 2019 to May 21, 2020).

62. TCI has completed the Project work; however, MCD and GFI have refused to make a payment to TCI in the amount of \$1,055,776.85 for undisputed work completed (\$936,326.85 from pay application Number 26 dated June 6, 2020, plus retainage held by MCD for work previously completed in the amount of \$119,450.00). *See Exhibit H.* These funds that are due include the \$600,000.00 TCI is due pursuant Modification No. 7 for only delays in 2017 and 2018.

63. TCI has been damaged by MCD's and GFI's refusal to approve payment to TCI \$1,055,776.85 for undisputed work performed plus \$2,970,133.61 for the defective specifications request for Contract modifications dated June 11, 2020 (which includes the claim for working in winter weather), plus \$91,303.11 for additional excavation at the toe of the Fill, and \$271,241.62 for delays by the extension of minimum concrete curing. TCI has been damaged in the amount of \$4,388,455.19 by the failure of GFI to approve these change orders and by the negligence GFI. Additionally, GFI should have approved the contract time being extended by at least 203 days from November 1, 2019 to the date of substantial completion.

64. GFI has failed to approve payment to Triton \$1,055,776.85 for work completed as follows:

Original contract amount	\$7,970,000.00
Contract Modification #3 (Deduct)	(11,175.00)
Contract Modification #7	<u>600,000.00</u>
 Total Contract Amount	 \$8,518,859.60
 Amount Paid by MCD	 <u>(7,463,082.75)</u>
 Amount Due Triton (<i>See Exhibit H</i>)	 \$1,055,776.85

Under Original Contract
(Without Unapproved Change Order)

Additionally, MCD failed to approve payment to Triton for the following unapproved change orders.

Change Order for Additional Excavation at the Toe or Fill Area (See Exhibit E)	\$91,303.11
Change Order for Misinterpretation of Curing Times (See Exhibit F)	\$271,241.62
Change Order for Defective Specifications (See Exhibit G) (Includes Change Order for Installing Roller Compacted Concrete in Winter Weather of \$481,461.89)	<u>\$2,970,133.61</u>
Total Amount for Work:	\$4,388,488.19

65. Triton has additional damages for labor, materials, rental equipment, the rental value of owned equipment, overhead expenses and a loss of anticipated profit for the delays and changes in Triton's as bid manner, method and sequence of construction required due to actions and inactions of GFI.

66. Contractors bidding public work projects have the right to use the contractors' own "as bid" manner, method and sequence of construction. TCI bid the Project planning to utilize TCI's specific manner, method and sequence of construction. This made TCI the most efficient contractor with the lower competitive bid for performing the contract work. During construction "as built," TCI was prohibited by GFI from utilizing TCI's planned manner, method and sequence of construction which caused significant delay and adversely affected the cost, time and difficulty in performing the work completed by TCI.

The actions and inactions of GFI caused Triton to be less efficient in performing the contract work in 2019 and 2020 causing Triton additional damages for lost productivity, delay and disruption due to the following:

1. Triton was delayed in beginning the critical path work of excavating the fill area on the downstream side of the dam until May 7, 2019;
2. Triton was required to accelerate the work of excavating the fill area in order to try to timely complete the Project from May 7, 2019 to July 20, 2019;
3. After excavation was completed on July 20, 2019, Triton was delayed in installing roller compacted concrete by the GFI's requiring additional curing times.
4. The work of TCI was pushed into the winter months which made the performance of contract work less efficient and more costly in cold weather.
5. Other disruptions caused by GFI due to the delay and disruptions, TCI's productivity "as built" varied significantly from its "as bid" production.

"When the government provides a contractor with defective specifications, the government is deemed to have breached the implied warranty that satisfactory contract performance will result from adherence to the specifications, and the contractor is entitled to recover all of the costs proximately flowing from the breach." *Essex Electro Engineers, Inc. v. Danzig*, 224 F.3d 1283, 1289 (Fed. Cir. 2000) (citing *United States v. Spearin*, 248 U.S. 132, 136, 39 S. Ct. 59, 63 L. Ed. 166, 54 Ct. Cl. 187 (1918); *USA Petroleum Corp. v. United States*, 821 F.2d 622, 624 (Fed. Cir. 1987); *Ordnance Research, Inc. v. United States*, 609 F.2d 462, 479-80, 221 Ct. Cl. 641 (Ct. Cl. 1979)).

"The compensable costs include those attributable to any period of delay that results from the defective specifications." *Essex Electro*, 224 F.3d at 1289 (citing *La Crosse Garment Mfg. Co. v. United States*, 432 F.2d 1377, 1385, 193 Ct. Cl. 168 (Ct. Cl. 1970)).

"Unlike some situations in which the government has a reasonable time to make changes before it becomes liable for delay, 'all delays due to defective or erroneous Government specifications are *per se* unreasonable and hence compensable.'" *Essex Electro*, 224 F.3d at 1289 (quoting *Chaney & James Constr. Co. v. United States*, 421 F.2d 728, 732, 190 Ct. Cl. 699 (Ct. Cl. 1970) and citing *Daly Constr., Inc. v. Garrett*, 5 F.3d 520, 522 (Fed. Cir. 1993)).

67.

68. MCD's claim for liquidated damages is without merit because TCI's failure to substantially complete the project within the Contract time was due to excusable compensable delay which was caused by GFI and the Owners. The liquidated damages claim of MCD has the retroactive effect of being a penalty and is therefore unenforceable. TCI was delayed by the extra work and defective specifications which made the Project un-constructible and caused excusable compensable delays. Delays caused by GFI and the Owners make the liquidated damages claim unenforceable. Gateway Towne Center LLC v. First United Bank & Trust, 2011 U.S. District Court, Lexis 99005 (Judge Kelley). West Va. Pub. Employees Bd. V. Blue Cross Hosp. Serv., 174 W.Va. 605, 328 S.E.2d 356 (1985).

69. MCD and GFI failed to timely acknowledge that the Project work of TCI was delayed by the failure of MCD and GFI to timely relax or waive the provisions in Construction Specification CS-11 regarding dewatering and excavation. MCD and GFI failed to timely acknowledge that the construction specifications were defective and that the Project was un-constructible "as-bid."

COUNT I

Professional Negligence Against GFI

70. Plaintiff restates, re-alleges and incorporates each and every allegation set forth in Paragraphs 1 through 66 of Plaintiff's Complaint as if fully set forth verbatim herein.

71. Design professionals like GFI owe a duty of care to contractors like TCI, who have been employed by the same project owner, notwithstanding the absence of privity between the design professional and contractor. *Eastern Steel Contractors v. City of Salem*, 209 W.Va. 392, 549 S.E.2d 266 (2001).

72. GFI served as the design professional which performed geotechnical investigations, designed improvements, prepared bidding documents, performed construction inspections and administered construction work for the State of West Virginia for the Upper Deckers Creek Dam Site I Rehabilitation Project. The plans and specifications prepared by GFI were defective. During construction by TCI, the Project was not constructible as designed due to defective specifications. *Eastern Steel Contractors v. City of Salem*, 209 W.Va. 392, 549 S.E.2d 266 (2001).

73. Due to the special relationship that exists between a design professional (GFI) and the contractor (TCI), GFI impliedly warranted the sufficiency of the plans and specifications and that they would be free from defect. *Eastern Steel Contractors v. City of Salem*, 209 W.Va. 392, 549 S.E.2d 266 (2001).

74. GFI had a duty to TCI to prepare the plans and specifications with the ordinary skill, care and diligence commensurate with that rendered by members of his or her profession. *Eastern Steel Contractors v. City of Salem*, 209 W.Va. 392, 549 S.E.2d 266 (2001).

75. On March 8, 2019, TCI submitted an Amended Excavation Plan in effort to accelerate the construction schedule. GFI failed to timely approve TCI's Amended Excavation Plan, and did not approve the Plan with revisions until 11:00 a.m. on May 7, 2019. This delayed the Project excavation which had to be completed before work on the roller compacted concrete could begin. These delays caused TCI delay and delay damages.

76. The actions and inactions of GFI in designing, bidding and administering construction constituted a breach of the duty of care it owed to TCI and the breach of that duty caused economic harm to TCI. The professional negligence of GFI caused delays and damages

to TCI for the cost of labor, materials, rented equipment, the rental value of owned equipment, overhead, the costs of subcontractors and a loss of anticipated profits. *Miller v. County Court*, 116 W.Va. 380, 180 S.E. 440 (1935).

COUNT II

Breach of Warranty

77. Plaintiff restates, re-alleges and incorporates each and every allegation set forth in Paragraphs 1 through 73 of Plaintiff's Complaint as if fully set forth verbatim herein.

78. GFI warranted the sufficiency, accuracy, adequacy and completeness of the plans and specifications it prepared for the Project. *Eastern Steel Contractors v. City of Salem*, 209 W.Va. 392, 549 S.E.2d 266 (2001).

79. TCI reasonably relied on the sufficiency, accuracy, adequacy and completeness of the Defendant's plans and specifications in bidding and undertaking construction or directed by the plans and specifications. During construction, it was discovered that the Project could not be dewatered using the GFI specifications. The Project plans and specifications were found to be defective, insufficient, inaccurate, inadequate and incomplete, as more fully detailed above.

80. The Defendant therefore materially breached its warranty that the plans and specifications for the Project would be sufficient, adequate, accurate and free from defect.

81. The breach of implied warranty by GFI caused delays and damage to TCI for the cost of labor, materials, rental equipment, the rental value of owned equipment, overhead, the cost of subcontractors and a loss of anticipated profits. *Miller v. County Court*, 116 W.Va. 380, 180 S.E.2d 440 (1935).

82. As a direct and proximate result of Defendant breaches of warranty, TCI has been damaged in the amount stated in the prayer for relief below.

WHEREFORE, Plaintiff, Triton Construction, Inc. demands judgment against Defendant GFI in an amount which is proven at trial, plus pre and post judgment interest at the full legal rate, punitive damages, costs, attorney fees and all other relief this Court deems just and responsible.

TCI hereby demands a jury trial on all triable issues.

Respectfully submitted,

TRITON CONSTRUCTION, INC.,

By Counsel

A handwritten signature in black ink, appearing to read "Norman T. Daniels, Jr.", is written over a horizontal line.

Norman T. Daniels, Jr. (WVSB # 937)

Thomas E. G. Spears (WVSB #13773)

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304-342-6677 (*facsimile*)

normdaniels@danielslawfirm.com

thomas.spears@danielslawfirm.com

Exhibit A



Exhibit B

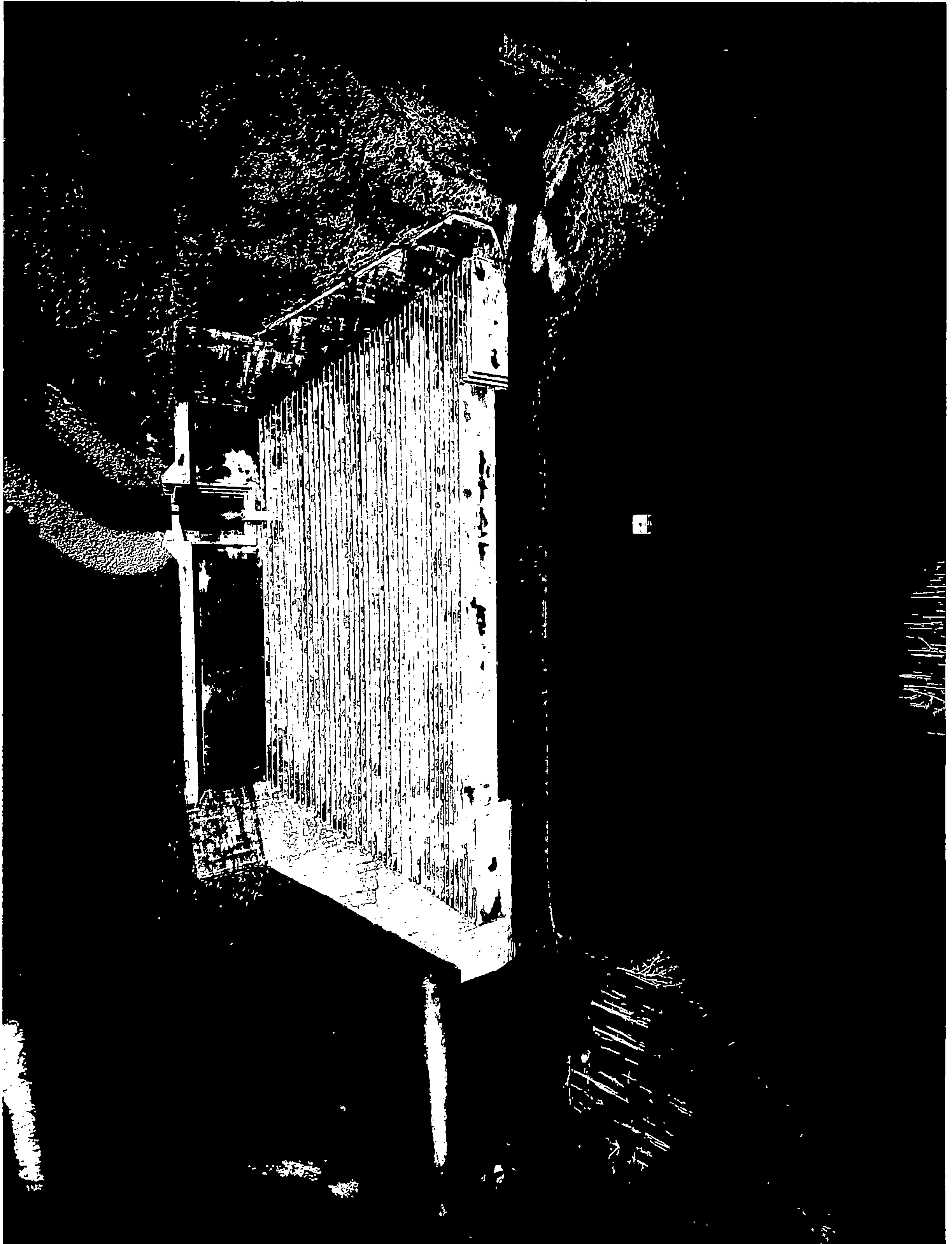




Exhibit C

**Professional Opinions
Defective Specifications
Upper Deckers Creek Site 1 Dam
Triton Construction Inc.
September 3, 2020**

I. Introduction

- a. Triton Construction Inc. (TCI) has engaged HKA to evaluate the adverse impacts to TCI's work at the Upper Deckers Creek Site 1 Dam project site. The primary focus of our assessment has been the dewatering operations necessary to complete the roller compacted concrete shell constructed on the downstream dam face. HKA's work has consisted of reviewing pre-construction geotechnical and design studies, final plans and specifications, dewatering plans, dewatering monitoring reports, dewatering system modifications and project correspondence.
- b. From our study, we have concluded that TCI's dewatering works were impacted by groundwater dewatering specifications that were defective. The fatally flawed specifications resulted in delay of the dewatering and major work items including the placement of the roller compacted concrete shell. These professional opinions were prepared as part of initial assessment and reflect our analysis completed to date. We reserve the right to rescind and/or modify our opinions in the future as additional information becomes available.
- c. More specific opinions and supporting evidence addressing the defective dewatering specifications are laid out in more detail below.

II. Background and Chronology

- a. The Monongahela Conservation District (MCD) rehabilitated the Upper Deckers Creek Site 1 Dam in a multi-year project starting in 2010. The District used funding available through the Department of Agriculture, Natural Resources Conservation Service (NRCS) to improve the primary outlet works and auxiliary spillway at the site.**
- b. The project generally consisted of improving the primary spillway riser structure and replacing an existing unprotected auxiliary spillway with a new roller compacted concrete weir-type shell over the crest of the main dam. The District engaged the services of Gannett Fleming Inc. (GF) to plan, design and oversee the rehabilitation project.**
- c. GF advanced the design of the improvements from 2010 through 2016. The GF design was submitted and reviewed by both the West Virginia, Department of Environmental Protection (WVDEP), Dam Safety Section and the NRCS.**
- d. MCD issued a Notice to Prospective Bidders/Contractors for the rehabilitation of the Upper Deckers Creek Site 1 work on April 14, 2017. The notice was also coordinated with a mandatory job showing on the same day. Bidders' questions or queries were submitted on May 5, 2017. MCD subsequently issued responses to bidders' queries by way of five bid package addenda. The final bids were submitted on May 26, 2017. In all, bidders had just over one month to review the bid package, develop a work plan and schedule and prepare a competitive bid.**
- e. TCI was the successful bidder and was awarded the contract on July 6, 2017. MCD issued a formal notice to proceed on August 23, 2017. TCI began work by preparing submittals for various work items and obtaining requisite state and local permits.**
- f. TCI selected Moretrench to design, install and operate the dewatering systems to remove shallow groundwater in advance of the excavation at the toe of the downstream face of the existing dam. This area was generally referred to as the stilling basin.**
- g. Moretrench submitted the initial version of the downstream dewatering plans in September 2017. The plans proposed ten deep wells to be drilled**

just outside of the downstream limits of the stilling basin. Moretrench's dewatering design was prepared following the dewatering specifications provided by the owner. After multiple review cycles, GF approved the Moretrench dewatering plans on May 1, 2018. Moretrench began installation of the ten deep dewatering wells on May 15, 2018,

- h. The contract required that groundwater be removed to a depth of three feet below the bottom of the stilling basin excavation¹. This corresponds to an approximate depth of 20 +/- feet below the existing ground surface. The ten deep wells were operated continuously once installed. By mid-July 2018, TCI notified MCD that the ten approved wells located downstream of the stilling basin were not effective in lowering the groundwater to the minimum required elevation.
- i. TCI requested permission to install up to 7 supplemental deep wells upstream of the stilling basin working on the existing dam embankment. The original GF plans and specifications initially prevented TCI from installing wells upstream of the stilling basin². The supplemental deep dewatering wells were approved on August 25, 2018. Through the fall of 2018, the supplemental wells were only partially effective. Though water levels were reduced, the minimum groundwater elevation was not achieved. No excavation and Roller Compacted Concrete (RCC) placement could proceed prior to shutting down the work due to winter restrictions in late 2018.
- j. In spring of 2019, TCI submitted a plan to install a series of closely spaced shallow wells and thirty-one well points within the footprint of the stilling basin. The well points were ultimately abandoned in mid-July of 2019 as they produced very little water and were also ineffective in achieving the target groundwater elevation.
- k. Despite the contract prohibiting installation of sumps within the footprint of the stilling basin, TCI proceeded to abandon the well points and install a series of sumps within the stilling basin footprint³. The sumps were ultimately the only dewatering method that was effective to lower the water level to a sufficient depth to allow placement of the roller compacted concrete to proceed. GF approved the sump method in June 20, 2019⁴.

¹ Section 4, Bid Item 17, Dewatering the Construction Site; Specifications dated February 2017

² Section 7, Bid Item 17, Dewatering the Construction Site; Specifications dated February 2017

³ Section 7, Bid Item 17, Dewatering the Construction Site; Specifications dated February 2017

⁴ Submittal #CS21-004-001 Plan of Excavation (Approach to Downstream Phase II Left Side) dated June 20, 2019

Chris Spandau, Principal

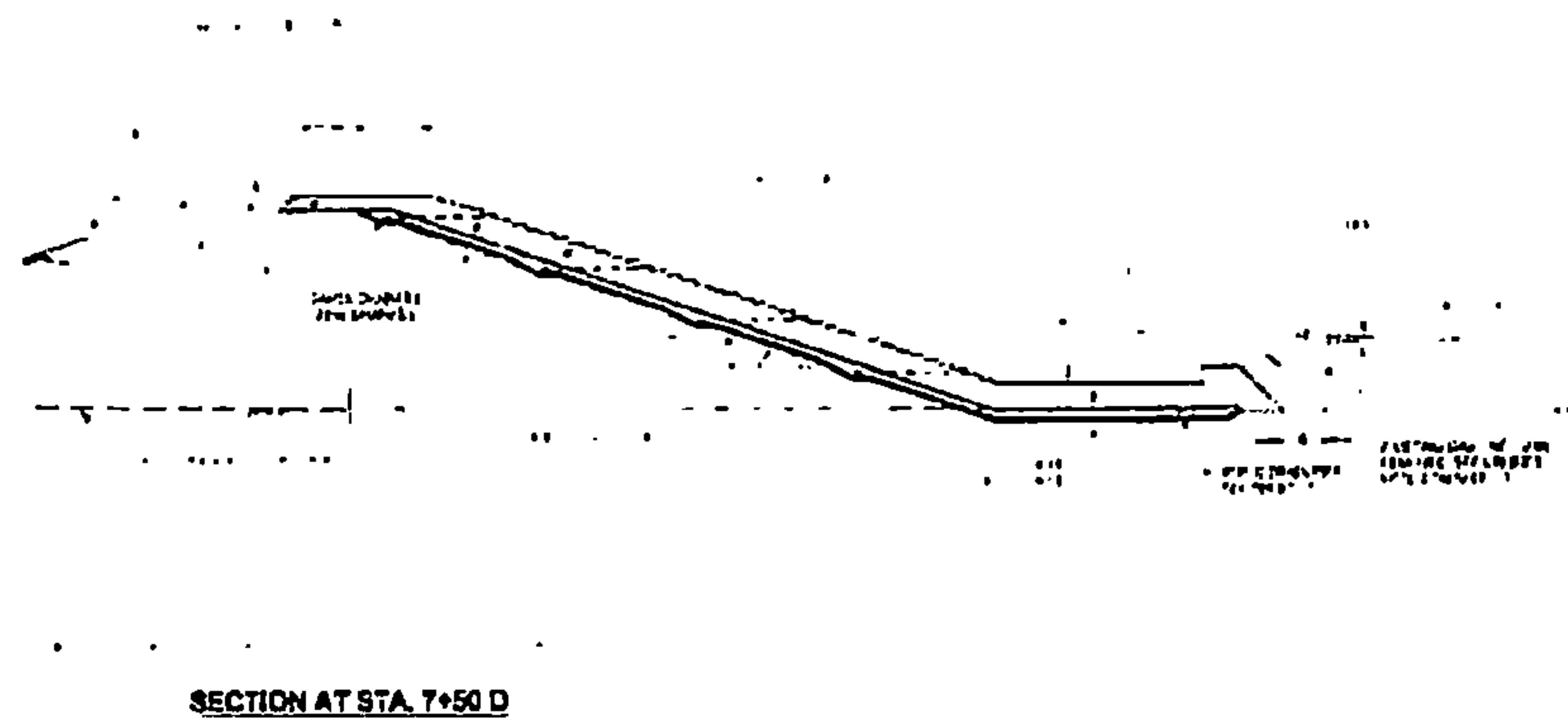
- l. The contract required the project to be shut down during winter weather from December 1 through March 31. Because of the delays caused by the defective specifications, Triton was forced to proceed by working through the winter.**
- m. Construction of the RCC shell proceeded from October 2019 to February 2020.**
- n. Substantial completion was obtained at the end of May 2020.**

III. Design Errors and Omissions Which Affected TCI's Work

- a. Subsurface geotechnical information provided in the bid documents was very limited. Two geotechnical data reports were provided in 2011 and 2016. The data reports provided no guidance or analysis of the characteristics of the underlying soils, bedrock or groundwater conditions.

Opinion-The contract provided no useful characterization of the geotechnical and groundwater conditions. This lack of useful information required the contractor to bid, design and install the dewatering system based on limited data.

- b. The contract required TCI to lower the groundwater to at least 3 feet below the deepest excavation elevation prior to starting the RCC construction. This is shown in the figure below⁵



- c. The purpose of the excavation was to anchor the RCC stilling basin to the underlying bedrock. The shallow groundwater was noted as being at about 10 feet below the existing grade (roughly Elevation 1721 feet). Dewatering was required to lower the groundwater to approximately Elevation 1700 feet where a claystone rock was identified.

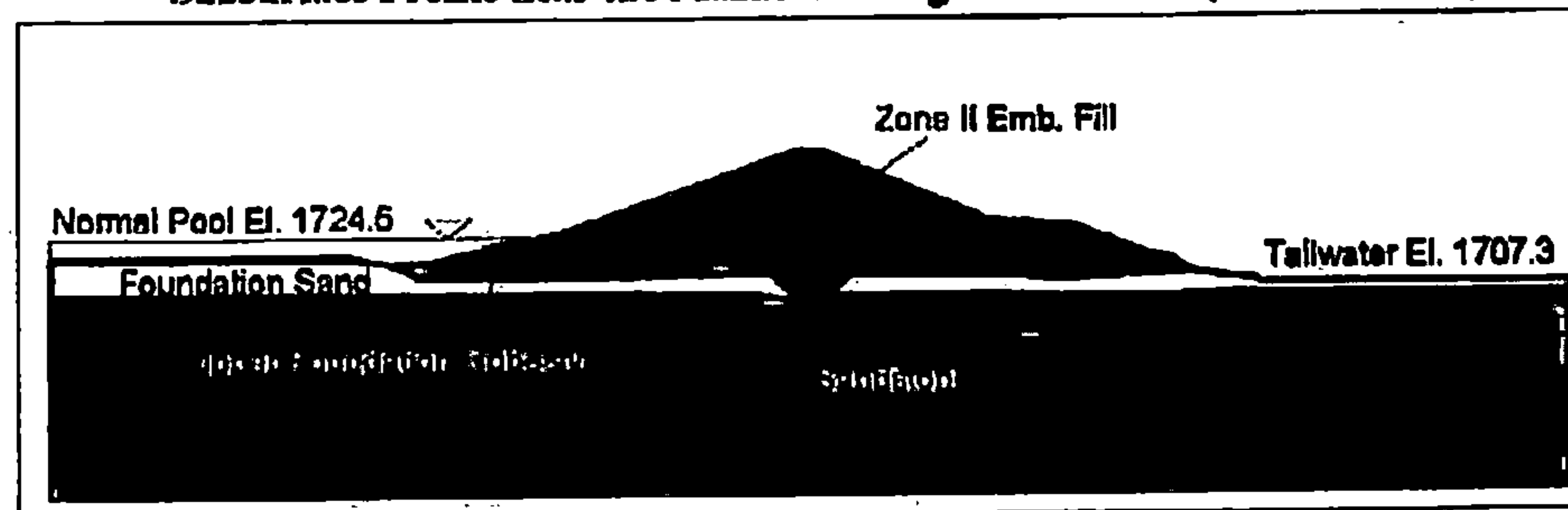
Opinion-The adequate, timely and effective dewatering at the downstream toe area was necessary to begin the construction of the

⁵ Section at Sta 7+50 D; Sheet 13 of 86, Embankment Sections: plans by Gannett Fleming, sealed February 6, 2017. Chris Spandau, Principal

RCC shell. Any delays to successfully dewatering this critical area would impact the RCC construction as well as the overall project completion. Given the potential adverse impact to the construction schedule, the designer should have confirmed that dewatering the area was feasible at all prior to issuing the contract documents.

- d. The data reports provided in the bid package indicated that artesian groundwater conditions were encountered in deeper borings at the downstream toe⁶. This lower confined artesian aquifer was created by the presence of the relatively impermeable claystone layer over a very permeable sandstone layer. This is shown in the figure below⁷.

**Exhibit 1
Subsurface Profile near the Maximum Height of the Dam (Station 9+00D)**

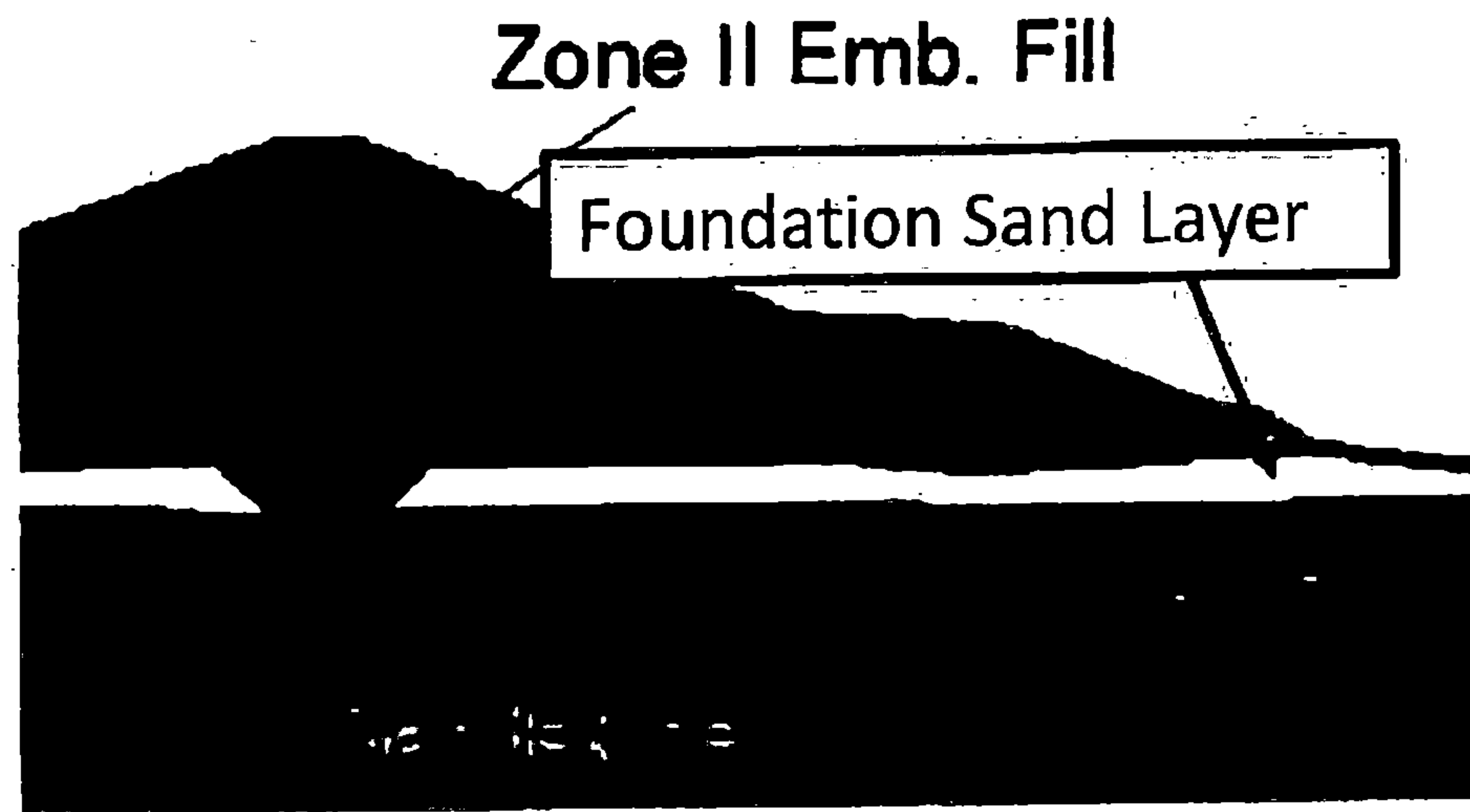


- e. The profile also indicated the downstream toe would encounter granular "Foundation Sand" material over the claystone. This is shown in an expanded view from the same Exhibit 1 above.

⁶ Exhibit 1 is an illustration from the Final Geotechnical Report by Gannett Fleming dated January 2016. This report was not provided as part of the contract documents. It is included in this memorandum for purposes of describing the underlying soils, bedrock and groundwater conditions.

⁷ Exhibit 1, Final Geotechnical Report by Gannett Fleming dated January 2016.

Chris Spandau, Principal



- f. The two geotechnical data reports indicated groundwater was present in the "Foundation Sands" above the claystone layer as well as in the "Sandstone" rock below. The two geotechnical data reports provided to TCI did not indicate whether the two groundwater aquifers were independent or hydraulically connected. This is an important point as the purpose of the dewatering was to lower the water table within the upper "Foundation Sands". If the two aquifers were independent, removing water from the underlying sandstone using deep wells would have no effect at all. Any dewatering efforts would have to be focused only on the water within the "Foundation Sands". If they were hydraulically connected via fractures or upward seepage in the claystone, deeper wells could be useful though less effective than direct dewatering of the "Foundation Sands".

Opinion-The designer provided no information as to the true nature of the groundwater conditions at the toe of the downstream face. The designer appears to have transferred this responsibility to the contractor. However, the contractor does not have the training, tools or the years of site-specific insight accrued by the designer to prepare a independent characterization of the actual site conditions.

- g. The two geotechnical data reports provided only basic aquifer characteristics such as permeability values for the rock materials below

Chris Spandau, Principal

HKA Global Inc.

the embankment. No permeability data was provided for the "Foundation Sands"; the very material that was to be dewatered. GF chose to perform downhole Packer pump-in tests within rock only. The Packer pump-in tests are reported as Lugeon values which are an indirect measure of permeability of the claystone and sandstone. Lugeon values were reported as ranging from zero (impermeable) to over 1000 (exceptionally permeable). Again, there was no discussion or interpretation of the Packer test data. The contractor was left simply with the data alone. This is shown in the report excerpt below⁸.

4.2.4 Bedrock Permeability Test Results

Bedrock permeability testing was conducted at most borings where rock coring was performed and was typically performed in ten foot intervals. Pressure testing results indicated rock permeability ranged from 0 to 1,050 Lugeons. Relatively permeable bedrock beneath the dam was indicated by high flow rates (>10 gpm) during pressure testing of several stages in borings GF-5, GF-7, and GF-14 and all stages tested in GF-6 and GF-301. Estimated permeabilities in these stages ranged from 100 to 1,050 Lugeons. Pressure testing could not be performed for most stages in borings located downstream of the dam (GF-201, GF-202, and GF-203) due to connections to the surface or artesian conditions. Pressure testing results are included in Appendix G.

Opinion-The Packer pump-in test data was insufficient to characterize the actual aquifer conditions that the contractor would encounter. The designer should have performed pumping tests to better characterize the aquifer characteristics.

- h. Examination of the Packer test data indicates that none of the tests were run to completion for borings at the downstream toe of the existing dam. Therefore, the reported data is not valid and not useful for the design of the dewatering system design for the downstream toe area. Therefore, the design of the system was based on flawed or questionable data.

Opinion-The Packer pump-in test data was flawed and unreliable. The contractor unknowingly based the design of the dewatering system on flawed information.

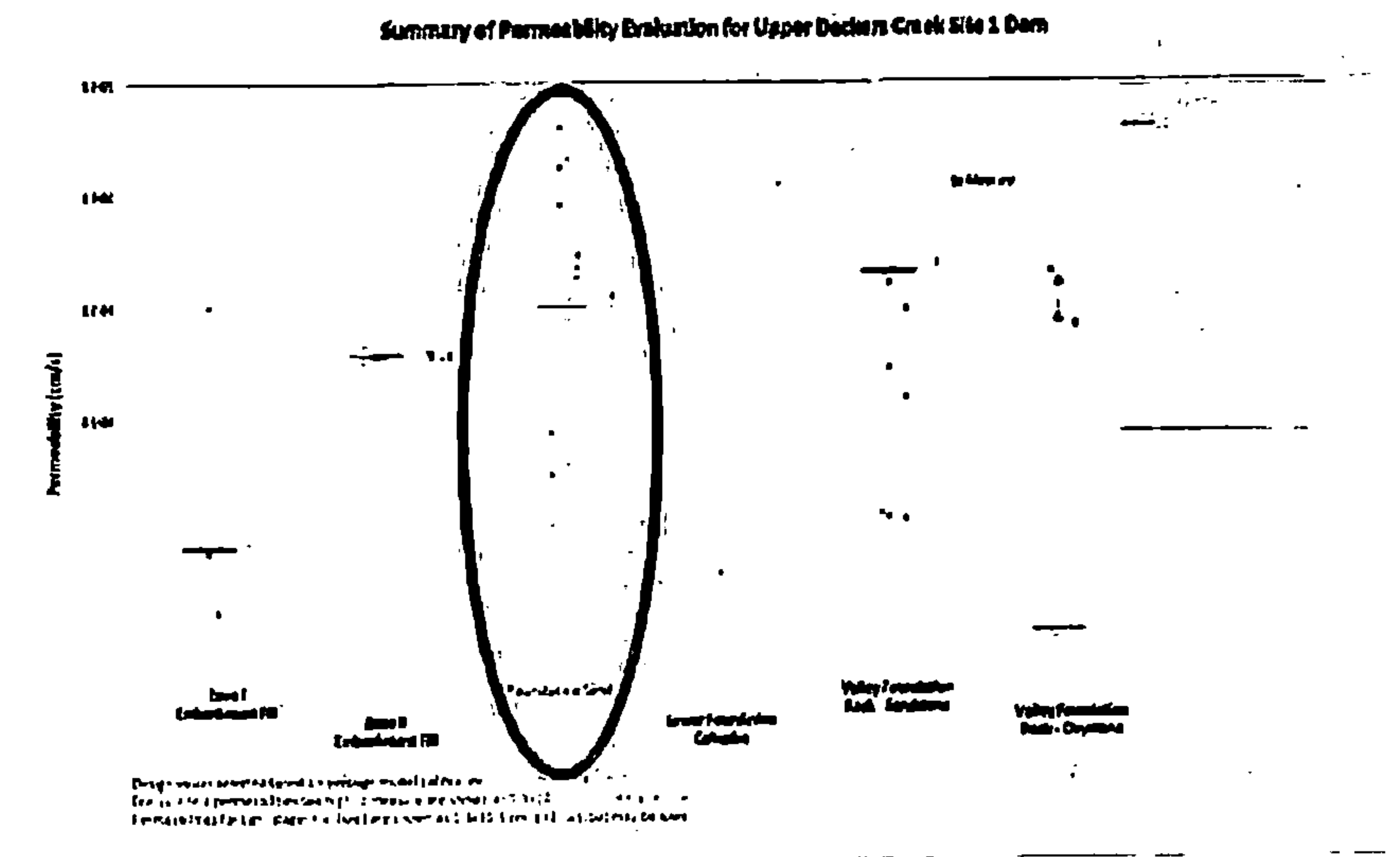
⁸ Final Phase II Geotechnical Investigation Report with Rock and Soil Mechanics Testing Program Plan; by Gannett Fleming, Revised Final dated September 2016.
Chris Spandau, Principal

- i. Separate from the two geotechnical data reports provided by the contract documents, GF prepared a detailed geotechnical engineering report for design purposes. This report was provided to WVDEP and NRCS for review and approval of the final design and contract package. The report contains in-depth analyses, calculations and models detailing the final design of the project. The draft report was submitted to the NRCS in August 2015. GF responded to NRCS design review comments and issued a final version in January 2016⁹. This report included pertinent information that would have been useful for the design of the downstream dewatering system. We understand that this report was excluded from the information provided to bidders in the contract documents. Further, this report was not provided to TCI subsequent to the award of the contract.

Opinion-GF did not include key information from the bid documents that the contractor could have used to evaluate and design the downstream dewatering system.

- j. Close examination of the January 2016 Final Geotechnical Report revealed critical information that was withheld from the contractor. One key parameter used in the design of the dewatering system is the permeability or hydraulic conductivity of the soils. As discussed above, the Packer pump-in test data is of limited value. GF did a more detailed analysis of hydraulic conductivity for the various materials in and under the existing dam. This analysis was used to justify their numerical groundwater modeling of the newly rehabilitated dam. This analysis is shown below for the permeability of the "Foundation Sands". The data indicates that the calculated permeability values could range upward and downward by a factor of 1000 or more. The required pumping rate for dewatering wells is directly related to permeability. Therefore, the required flows from the dewatering system could be off by a factor of 1000 or more. This information was not available to the bidders nor TCI after award of the contract.

⁹ Final Geotechnical Report, by Gannett Fleming, dated January 2016.
Chris Spandau, Principal



Opinion-GF knew that the permeability of the "Foundation Sands" could vary by a factor of 1000 or more. This information was not provided to the contractor.

IV. Evidence Supporting the Defective Specification Claim by TCI

- a. GF developed the final plans and specifications for bidding and construction purposes. GF presumably relied on its own knowledge of the subsurface geotechnical conditions when it prepared the written specification for dewatering at the downstream toe. The cited specification is Bid Item 17, Dewatering the Construction Site. The specification lists requirements for the dewatering system including deep wells, minimum drawdown depths and limitations on the location of water extraction points. The general intent of the Bid Item 17 specification was to transfer the responsibility for the design, installation and operation of the dewatering system to the contractor,

b. Bid Item 17. Dewatering the Construction Site

- (1) This Bid Item shall consist of all costs associated with planning, designing, furnishing, installing, operating, maintaining, monitoring and removing all foundation dewatering systems necessary for the removal of surface water and ground water to permit construction of the following:
- (a) New riser structure, including any modifications of existing riser structure.
 - (b) Roller Compacted Concrete armoring system, including removal of existing drainage system, placement of approved fill and drainfill, stilling basin, and principal spillway conduit extension.
 - (c) Stilling basin drain pipe cleanouts.
 - (d) Right abutment auxiliary spillway closure fill.
 - (e) Water supply pipe relocation.
-

GF provided detailed calculations for NRCS review and comment. I have reviewed the design report and noted that GF does not appear to have studied the feasibility and manner to accomplish the dewatering required at the downstream toe. Each specification written by the designer must be feasible and achievable in the field. In fact, NRCS commented that the GF analysis and design did not address whether dewatering was even achievable.

NRCS pointed out this critical omission in Review Comment No. 24 dated November 4, 2014 as shown below¹⁰.

24. The text discusses seepage analysis, but not dewatering for excavation and construction of the embankment and of the stilling basin. Both the initial construction investigation and rehabilitation planning investigations found high ground water elevations compared to the proposed excavation. The geotechnical investigation plan should directly consider construction dewatering, and note that the proposed investigations will provide adequate information to characterize dewatering requirements in the specifications.

NRCS reiterated their concerns regarding the risk created by the high groundwater conditions in their comments on April 23, 2015. However, GF does not appear to have addressed this critical concern raised by NRCS¹¹.

Opinion-GF does not appear to have critically evaluated how the dewatering of the downstream toe could be accomplished. GF did not establish the feasibility to design, install and operate of any dewatering systems that could meet the performance requirements of the Bid Item 17 specification. GF appears to have ignored NRCS concerns that the analysis and information developed by GF was not adequate to characterize the nature and the scope of the dewatering necessary to build the project. GF's errors and omissions resulted in the issuance of a defective dewatering specification.

- b. Bid Item 17 specification placed specific requirements on the dewatering system. Key among them is the requirement to lower water levels to a minimum depth of 3 feet below all foundation grades.

¹⁰ Review Comments for: Geotechnical Exploration Plan, Upper Deckers Creek Site 1 dated October 16, 2014. Comments from NRCS dated November 4, 2014.

¹¹ Review Comments for: Draft Phase II Preliminary Geotechnical Field Investigation Report, Upper Deckers Creek Site 1 Dam; comment resolution from February 11, 2015 to January 2016.

Chris Spandau, Principal

It is the intent and contract requirement that the Contractor shall design, furnish and install dewatering facilities and perform specified dewatering prior to initiating any excavation. Dewatering systems shall dewater to a minimum depth of 3 feet below the proposed foundation grades at every location where excavation is required and where earthfill material, drainfill material, reinforced, dental or backfill concrete, Roller Compacted Concrete or any other materials are to be placed. Dewatering will be monitored by the

Opinion-GF imposed a minimum performance standard in the Bid Item 17 specification for dewatering depth. GF does not appear to have analyzed whether such performance was achievable. Placing unachievable performance standards is the very definition of a defective specification.

- c. Bid Item 17 identified that artesian groundwater conditions were present in the underlying sandstone (below the claystone layer). Artesian conditions occur when a highly pressurized aquifer is trapped or confined below an impermeable layer. The claystone layer acts as the confining layer in this case. Bid Item 17 directs the contractor to install deep wells into the sandstone layer as part of the dewatering system.

Artesian conditions have been observed in the area of the bottom of claystone / top of sandstone interface at the downstream toe of the dam. Artesian conditions were also observed during the original construction of the dam, prior to reservoir filling. Therefore, artesian head in the sandstone layer can be expected during construction. The Contractor's dewatering plan shall include deep wells, and the design shall incorporate the anticipated sandstone phreatic conditions and indicate how the conditions will be controlled

Opinion-GF required the installation of deep wells into the underlying sandstone as a mandatory element of the dewatering system. GF does not appear to have assessed whether such deep wells would effectively dewater the shallow "Foundation Sands" aquifer which was present above the claystone layer. GF knew or should have known that the deep dewatering wells would not be adequate to lower the shallow groundwater to the specified three feet below the excavation grade.

Chris Spandau, Principal

HKA Global Inc.

- d. Bid Item 17 stated that the dewatering system had to be installed outside of the limits of the excavation and that the use of sumps within the limits of the excavations was prohibited.

Dewatering systems shall be constructed outside the limits of excavations so they do not interfere with fill material or Roller-Compacted Concrete placement. The general use of sumps within the limits of the "footprint" of the fill material as a primary means of accomplishing dewatering is prohibited. The Drawings identify the special circumstances, terms, and conditions for use of dewatering sumps within the areas of open excavation, i.e. only for isolated seeps in rock. Dewatering systems located within areas where fill materials will be placed shall be designed to accommodate the fill placement while maintaining dewatering or shall be staged design to allow removal of a first stage system prior to fill placement with a second stage system to dewater fill placement areas.

Opinion-GF required all dewatering systems to be located outside of the excavation footprint. GF does not appear to have analyzed whether the minimum dewatering depth in the "Foundation Sands" layer was even achievable for the conditions present on the site. Further, GF does not appear to have assessed whether dewatering could be achieved in the context of the Bid Item 17 specification as written. Rather, GF transferred the risk to the contractor through the Bid Item 17 specification. This restriction was ultimately relaxed when dewatering using deep wells proved unfeasible. The use of sumps specifically prohibited by GF proved to be the only effective means to achieve the dewatering requirements.

V. General Conclusions

- a. GF prepared plans and specifications for the rehabilitation of the Upper Deckers Creek Site 1 dam working under the criteria and oversight of the NRCS. Successful completion of the project required early and effective dewatering of the downstream toe area for the future stilling basin. Excavation and RCC placement could not begin until this area was adequately dewatered per the contract. Despite this critical issue, GF did not evaluate the feasibility and the likely extent of the necessary dewatering systems to achieve the specified work. GF appears to have ignored NRCS admonitions to more closely assess the construction dewatering program in the context of its proposed dewatering specifications. GF attempted to sidestep its own responsibility as the designer of the project by transferring the risk for the design, installation, operation and performance of the dewatering to the contractor, TCI.
- b. GF was responsible to adequately characterize the subsurface soils, rock and groundwater conditions on the site. GF chose to provide only part of the data created as part of its design process to the contractor. Specifically, GF only provided Packer pump-in test data which only provide an indirect measure of soil permeability; a key parameter necessary for the design of the dewatering system.
- c. GF performed detailed analysis of the soil permeability values to support its own design needs for the project. These permeability values were analyzed in depth and subjected to intensive review by NRCS and WVDEP. Despite their own internal assessment, GF failed to provide this very same information to prospective bidders and the prime contractor, TCI.
- d. GF reviewed the initial dewatering proposal by TCI's subcontractor, Moretrench, through five separate submittal cycles over a period of many months. GF failed to note that the Moretrench dewatering design was based on parameters for an unconfined aquifer. GF knew or should have known that the proposed deep wells would be installed into a confined aquifer with artesian conditions. This key difference could have led to a gross under-estimation of the pumping rates necessary to achieve the required groundwater drawdown.

- e. GF failed to identify that the groundwater within the shallow "Foundation Sands" would not be captured by the deep dewatering wells. GF's failure to understand the two aquifers were separate and distinct caused TCI to waste months installing and modifying dewatering systems that were ineffective.
- f. GF prepared the Bid Item 17 specification without knowledge that the required dewatering was both feasible and achievable as written. Most of the dewatering methods contemplated by GF including deep wells, shallow wells, well points and sumps outside of the limits of the stilling basin excavation proved ineffective. The Bid Item 17 specification as prepared by GF is defective, unachievable and fatally flawed.
- g. By virtue of GF's errors and/or omissions as described in V-a through V-f described above, the GF geotechnical investigations, analyses, plans and specifications fell below the standard of care. GF's failure to meet the standard of care materially impacted TCI's ability to perform its work in a logical and efficient manner and is the proximate cause for TCI's difficulties to deliver the completed works in a contractually timely manner. TCI suffered adverse cost and schedule impacts as a result of the defective specifications.

Chris Spandau, Principal

HKA Global Inc.

VI. *Chris Spandau Qualifications and Expertise*

- a. I am Chris Spandau, a principal and subject matter expert working with HKA Global. I have been practicing in the civil and geotechnical engineering field continuously since 1976, I hold both a BS and MS in Civil Engineering.
- b. My career has been entirely in the private practice arena. I have worked on numerous large-scale public works projects involving dams, highways, bridges, storm drainage facilities and related projects. I have developed, executed and overseen design and construction of dam projects built to both State as well as NRCS standards.
- c. I have performed geotechnical studies and investigations to support dam design. I am familiar with the requirements entailed with dam design.
- d. I have also overseen and served as the Engineer in Charge of commercial materials testing laboratories. This includes the characterization and analysis of soils and rock materials.
- e. My knowledge, experience and expertise qualifies me to opine on the impacts suffered by TCI as a result of the defective dewatering specifications used on the Upper Deckers Creek Site 1 Dam project.
- f. I have attached my CV to this document.

Exhibit D



Excellence Delivered As Promised

February 12, 2019

Mr. Brian Farkas
Executive Director
West Virginia Conservation Agency
1900 Kanawha Blvd. East
Charleston, WV 25305

Dear Mr. Farkas:

Re: Purchase Order Number: CPO 1400 4902 AGR1600000009
WVCA Dam Rehabilitation EOI
Construction Management Services for Upper Deckers Creek Site 1 Dam

Gannett Fleming is currently providing engineering services to the West Virginia Conservation Agency (WVCA) under Purchase Order (PO) Number CPO 1400 4902 AGR1600000009. Included as part of this PO is an authorized amount of \$990,690.00 for construction management (CM) services associated with the Upper Deckers Creek Site 1 Rehabilitation Project. The PO has an effective start date of March 7, 2016 and an effective end date of March 7, 2019 (total of 1,095 days).

As you know, construction of Upper Deckers Site 1 will extend into next year due to the Contractor's inability to dewater the site and advance the project. To date, less than 2 percent of the permanent work has been completed. Based on Triton's most recent construction schedule received on December 5, 2018, substantial completion is predicted to occur on October 1, 2019 with demobilization and site restoration activities continuing through the end of October 2019. We have reviewed our estimated CM fee against Triton's most recent construction schedule. Using expenditures to date combined with Triton's schedule, we have updated our monthly CM Manhour/fee estimate to cover the remainder of the project. We estimate an additional fee of approximately \$901,450 will be required to allow Gannett Fleming to provide the anticipated level of service required by the WVCA and the NRCS through the end of 2019. Based on our past experience with Triton, we also recommend that a contingency amount of 10 percent be allocated (\$90,150) to cover unanticipated activities and potential schedule adjustments by the Contractor. As such, we are herein requesting that our CM fee for Upper Deckers be increased from \$990,690.00 to **\$1,982,290.00**, an increase of **\$991,600.00**. Table 1 summarizes our requested fee adjustment.

Gannett Fleming, Inc.

P.O. Box 67100 • Harrisburg, PA 17106-7100 | 207 Senate Avenue • Camp Hill, PA 17011-2316
t: 717.763.7211 • f: 717.763.8150
www.gannettfleming.com

Table 1

Construction Phase Services	
Time and Material Fee with Not-to-Exceed Limit⁽¹⁾	
Original CM Fee Authorized Under PO CPO 1400 4902 AGR1600000009	\$990,690
Additional CM Fee Requested	\$991,600
Total CM Fee Requested	\$1,982,290

Note 1: Construction phase services are proposed as time and material with a not-to-exceed limit as listed under the "Total CM Fee Requested". Gannett Fleming will not exceed the total fee without written authorization from the WVCA.

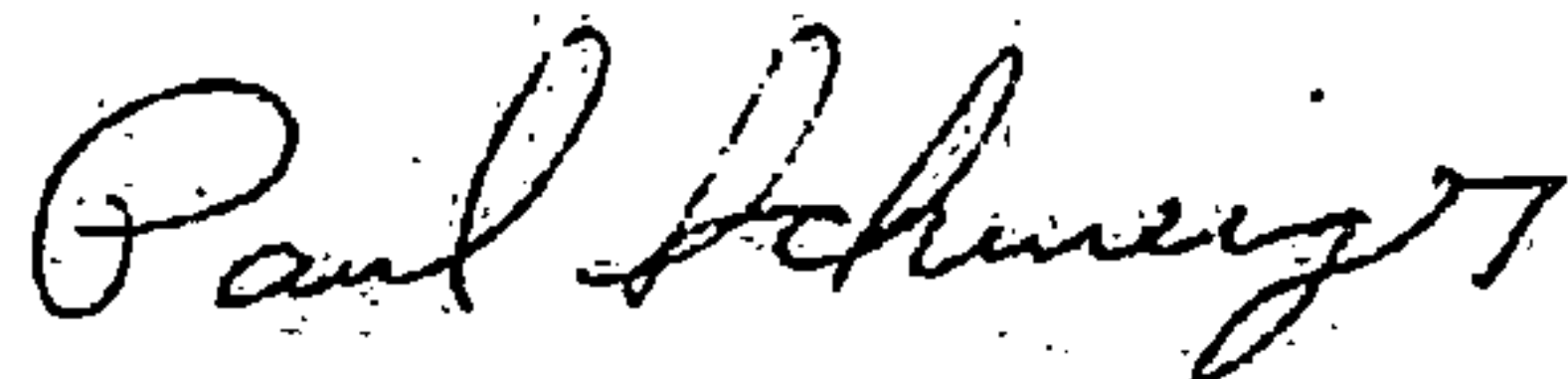
This shortfall is a result of a number of factors beyond the control of Gannett Fleming and/or the WVCA. Several of these factors were identified in direct communication to your technical staff and legal representative in the past months and included (1) delays in bidding the project which were not captured in our original labor rates and direct expenses, and (2) pre-construction services which were provided at the request of the WVCA which were not anticipated or included in our original estimate. However, the fact that the project will continue for an additional construction season is the primary reason for most of the requested funds.

We would also like to take this opportunity to request an extension of the effective end date for the PO. Based on Triton's construction schedule, we are hopeful that the Upper Deckers project is completed by the end of 2019. Allowing time for project closeout activities, we recommend a project end date of **July 31, 2020**. This represents a time extension of **510 days** for a total PO timeframe of **1,605 days** (1095 + 510).

In summary, we are requesting our CM Fee for the Upper Deckers Creek Site 1 Rehabilitation Project be increased to \$1,982,290 and we are requesting our contract time be increased to 1,605 days with an effective end date of July 31, 2020.

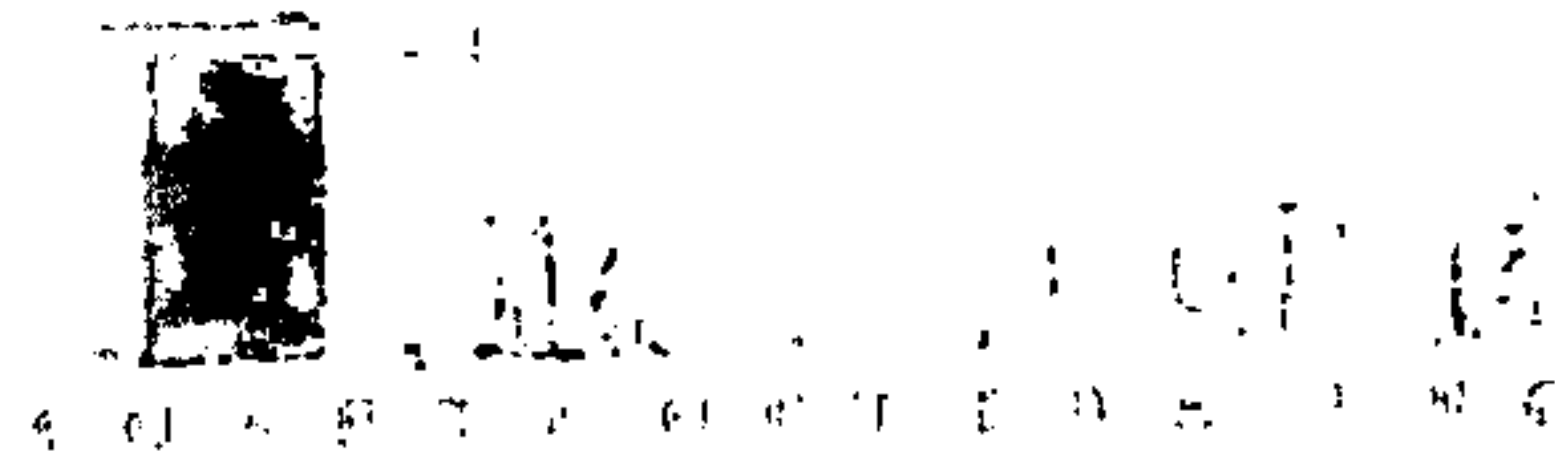
We thank you for your consideration of this request. If you have questions or need additional information to process this request, please do not hesitate to contact me or Mr. Eric Neast of our office at 717-763-7212, extensions 2504 and 2828, respectively.

Very truly yours,
GANNETT FLEMING, INC.



PAUL G. SCHWEIGER, P.E.
Vice President and Manager
Dams and Hydraulics Section

Exhibit E



P.O. BOX 1360, ST. ALMANS, WV 26177
P (304) 759-2100 F (304) 759-2200

June 10, 2020

West Virginia Conservation Agency
Monongahela Conservation District
201 Scott Avenue
Morgantown, WV 26508

Attn: Art Mouser
Contracting Officer

RE: Upper Deckers Creek Site 1 Rehabilitation Project
MCD-2107-4-14
Triton Construction, Inc. Project #17.17
Additional Excavation at Toe-Modification Request

Dear Mr. Mouser:

Triton provided MCD with notice of potential cost and schedule impacts to the project via letter dated September 6, 2019, as a result of the directive to excavate additional material at the downstream toe of the dam. The plans called for rock to be at or near elevation 1700.00, whereas rock was actually located 1694.00 1695.00. This differing site condition resulted in additional excavation costs and subsequent backfill of the excavation costs as a result of the decision to proceed to the lower elevation.

Triton is hereby requesting a contract modification in the amount of **\$91,303.11** as a result of this directive. The attached cost summary details the labor, equipment and material costs for this issue.

If you have any questions or comments regarding this matter, feel free to contact me at (304) 755-1401.

Sincerely,

Chris Apperson
Vice President

Equal Opportunity Employer

September 6, 2019

Mark Myers, Chairman
Monongahela Conservation District
201 Scott Avenue
Morgantown, West Virginia 26508

P.O. BOX 1360, ST. CHARLES, WV 25317
P (304) 759-2100 F (304) 759-2100

Gene Saurborn
West Virginia Conservation Agency
Gus R. Douglas Agricultural Center at Guthrie
1900 Kanawha Blvd. East
Charleston, West Virginia 25305

RE: Upper Deckers Creek Site 1 Rehabilitation Project
MCD 2017-04-14
Monongalia County Conservation (MCD)
Triton Construction, Inc. Project #17-17
Proposed Contract Modification Increasing Contract Amount
and Time for Additional Excavation

Gentlemen:

Pursuant to Section 6 DIFFERING SITE CONDITIONS and Section 31 MODIFICATIONS/CHANGE ORDERS of the Contract, this letter is to provide notice that the recent directive to excavate additional material near or at the toe of the dam for Roller Compacted Concrete to bear on competent rock will result in additional costs and contract time to the project.

The Plans indicated the top of rock to be at or near elevation 1700.00 FT, rock is actually at or near elevations 1694.0- 1695.00 FT. Additional excavation and material necessary to replace the excavation was not contemplated, agreed to, or included in the contract price or the time for completion.

Thank you for your attention to this matter. Should you have any questions, suggestions or concerns, please do not hesitate to contact me

Sincerely,



Chris Apperson
Vice President

TRITON CONSTRUCTION
INC

PROJECT: Upper Deckers Creek Site #1
WORK: Spillway Endsill Undercut

ESTIMATED COST

5/15/2020

LABOR	\$	37,027.93
MATERIAL	\$	24,265.06
OWNED EQUIPMENT	\$	15,451.50
RENTED EQUIPMENT	\$	-
SUBCONTRACTOR	\$	-
SUB-TOTAL (A)	\$	76,744.49
BOND	\$	767.44
INSURANCE (Sub-total (A) x 1.0%)	\$	767.44
SUB-TOTAL (B)	\$	78,279.38
FIELD OVERHEAD (7.5%)	\$	5,870.95
SUB-TOTAL (C)	\$	84,150.33
B&O TAX (2%)	\$	-
SUBTOTAL	\$	84,150.33
HOME OFFICE OVERHEAD (8.5%)		\$7,152.78
TOTAL	\$	91,303.11

PROJECT Upper Deckers Creek Site #1
WORK Spillway Endwall Undercut

TRITON CONSTRUCTION
INC

LABOR SUMMARY

DATE	EMP NO	NAME	TRADE	REG HOURS	OT1 HOURS	WAGE RATE	AMOUNT	FRINGE RATE	AMOUNT
	1515	Broadwater, James A Jr.		48.5	23	\$ 26.17	2,172.11	\$ 16.90	1,208.35
	765	Botton, George M Jr.		0	0	\$ 26.17		\$ 16.90	
	1045	Ivin, Kenneth O Jr.		0	0	\$ 26.17		\$ 16.90	
	841	Cox, John H		23	1.1	\$ 34.00	1,496.00	\$ 19.08	705.96
	1501	Davis, Joseph R		0	0	\$ 31.19		\$ 18.10	
	1685	Fanner, Kathleen L		0	0	\$ 26.17		\$ 16.90	
	2006	Hehner, Jerry L		17	0	\$ 31.19	530.23	\$ 18.10	307.70
	1882	Heiney, Dylan P		53	33.3	\$ 26.17	2,702.05	\$ 16.90	1,461.85
	938	Hershman, Chad		61	29.5	\$ 26.17	2,754.39	\$ 16.90	1,529.45
	2064	Hudson, Thomas E		0	0	\$ 31.19		\$ 18.10	
	1853	Knots, Terance E		64.5	13	\$ 26.17	2,188.28	\$ 16.90	1,309.75
	1744	Leipelt, Joshua R		0	0	\$ 26.17		\$ 16.90	
	766	Leipelt, Tracy J		0	0	\$ 26.17		\$ 16.90	
	1947	Miley, Mychal D		0	0	\$ 30.00		\$ 18.90	
	650	Mullins, Brandon J		0	4	\$ 26.17	157.02	\$ 16.90	67.80
	2093	Neyman, Sherry L		0	0	\$ 26.17		\$ 16.90	
	2088	Neyman, Teddy L		0	0	\$ 28.95		\$ 16.50	
	816	Polyak, Shea M		0	0	\$ 24.95		\$ 16.90	
	1870	Portz, Garrett A		0	0	\$ 31.90		\$ 18.10	
	1743	Rothbaugh, Shawn E		0	0	\$ 31.19		\$ 18.10	
	1763	Salters, Earl L		0	0	\$ 31.19		\$ 18.10	
	1092	Salters, Jeremy W		0	0	\$ 33.95		\$ 18.10	
	1984	Skidmore, Jason N		0	0	\$ 28.17		\$ 16.90	
	1858	Thomas, Daniel R II		65.5	23.5	\$ 31.19	2,636.63	\$ 16.90	1,504.10
	1590	Vogetzang, Frederick L		25.5	16	\$ 31.19	1,543.91	\$ 16.90	751.15
	1353	Wienke, Megan		0	0	\$ 28.95		\$ 16.90	
	2089	Witt, Alan P		0	0	\$ 31.19		\$ 18.10	
	1518	Witt, Anthony P		11	19.5	\$ 31.19	1,255.40	\$ 18.10	552.05
				428.00	203.00		20,300.94		11,601.38

TAXES & INSURANCE	
Social Security	6.20
Medicare	1.45
Workers Comp	12.08
Fed UI	0.80
State UI	8.50
TOTAL	29.03

WAGE TOTAL \$20,480.94
FRINGE TOTAL \$10,601.38
TAX (on wages) \$5,945.62
TOTAL LABOR \$37,027.93

TRITON CONSTRUCTION
INC

PROJECT: Upper Deckers Creek Site #1
WORK: Spillway Endsill Undercut

MATERIAL SUMMARY

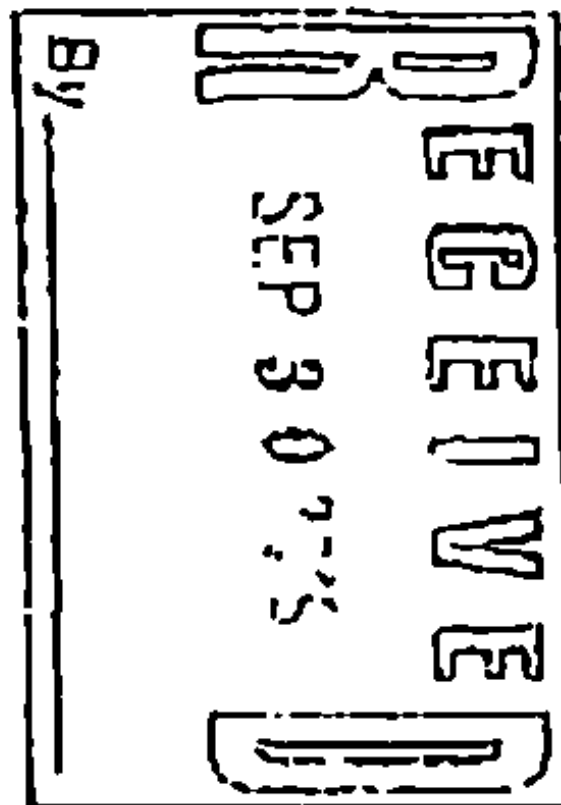
DATE	DESCRIPTION	QUANTITY	PRICE	AMOUNT
	Central Supply	1.00	\$ 5,375.10	\$ 5,375.10
	Central Supply	1.00	\$ 16,956.70	\$ 16,956.70
	Ace Hardware	1.00	\$ 69.99	\$ 69.99
	Ace Hardware	1 00	\$ 489.78	\$ 489.78
				\$ -
				\$ -
				\$ -
				\$ -
SUBTOTAL				\$ 22,891.57
TAX @ 6.00%				\$ 1,373.49
TOTAL MATERIAL				\$ 24,265.06



4003 Brandon Pike
Bismarck, WV 26100

Teton Construction Inc.
PO Box 1380
St Albans WV 26177

AP@tetonwv.com



Customer No: 519341
Invoice No: 390757
Inv Date: 09/21/15
Page: 1 of 2
Customer PO: 17-17
Customer Job: DECKERS CREEK DAM

10/18

17.17
911.21 (add to PO per City)

Date	Item #	Item	Description	Quantity	Unit	Unit Price	Material	Transcode	Total
09/21/15	76667	3400A402	CLASS 17 SLAG	9.50	CY	186.00	1,577.00	WV24	94.82
09/21/15	76667	111109	CHILLED WATER	8.50	CY	6.50	61.75	WV24	3.71
09/21/15	76667	192	FUEL SURCHARGE - ZONE 2	1.00	EA	11.70	11.70	WV24	0.70
09/21/15	76667	10	SATURDAY DELIVERY CHARGE	1.00	CY	180.00	180.00	WV24	5.60
09/21/15	76667	985	ENVIRONMENTAL DISPOSAL FEE	1.00	CY	10.00	10.00	WV24	0.80
09/21/15	76668	3400A402	CLASS 17 SLAG	9.50	CY	186.00	1,577.00	WV24	94.82
09/21/15	76668	111109	CHILLED WATER	9.50	CY	6.50	61.75	WV24	3.71
09/21/15	76668	192	FUEL SURCHARGE - ZONE 2	1.00	EA	11.70	11.70	WV24	0.70
09/21/15	76668	10	SATURDAY DELIVERY CHARGE	1.00	CY	180.00	180.00	WV24	5.60
09/21/15	76668	985	ENVIRONMENTAL DISPOSAL FEE	1.00	CY	10.00	10.00	WV24	0.80
09/21/15	76669	3400A402	CLASS 17 SLAG	8.00	CY	186.00	1,488.00	WV24	80.94
09/21/15	76669	111109	CHILLED WATER	8.00	CY	6.50	52.00	WV24	3.31
09/21/15	76669	192	FUEL SURCHARGE - ZONE 2	1.00	EA	11.70	11.70	WV24	0.70
09/21/15	76669	10	SATURDAY DELIVERY CHARGE	1.00	CY	180.00	180.00	WV24	9.60
09/21/15	76669	985	ENVIRONMENTAL DISPOSAL FEE	1.00	CY	10.00	10.00	WV24	0.80

Total Invoice:

5,375.10

322.51

5,697.61

Total Cable Voids of ReadyMils for this Invoice 20.00

PO# 17.17.003

2864 = 84643.00

H2O = 182.00

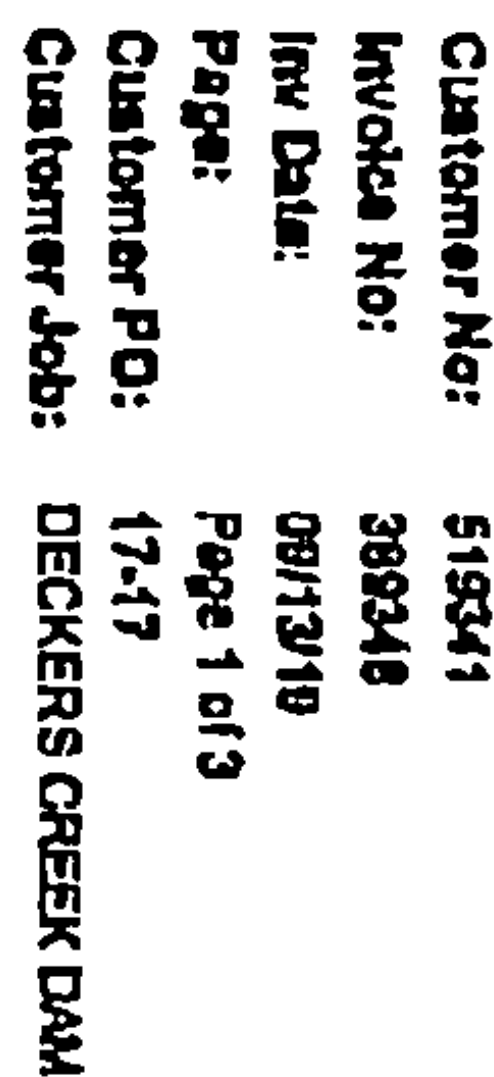
Fuel(3) = 35.10

Env. (3) = 30.00

Scf Del = 480.00

Odd: \$727.10

Thank you for calling the Red Truck
304-592-5577



110

Tidien Construction Inc.

PO Box 1303
St. Alberts WA

1820th
OPERATIVE, CONT

Division 170
30.07
 80 WY 28177 60 C₁ = \$494.00
 60 L_C = 924.00
 H₂O = 390.00
 Supply P = 420.00
 (L) Fuel = 70.20
 (C) Env - 60 POSTED
 12087 D ENV.
 Stamped - 176 approval / codes
 30.00

QTY	ITEM #	Item	Description	Quantity	UOM	Unit Price	Material	Task Code	Terminal	Total
06/13/19	76506	✓	3406402 CLASS RT SLUG	10.00	CV	166.00	1,660.00	WV24	99.60	1,759.60
06/13/19	76506	✓	111111 FUEL (LBS)	10.00	CV	0.70	164.00	WV24	0.24	164.24
06/13/19	76506	✓	111109 FUEL (LBS)	10.00	CV	6.50	66.00	WV24	3.90	69.90
06/13/19	76506	✓	16.2 FUEL SURCHARGE - ZONE 2	10.00	CV	11.70	11.70	WV24	0.70	12.40
06/13/19	76506	✓	111151 SUPERPLASTICIZER	10.00	CV	7.00	70.00	WV24	4.20	74.20
06/13/19	76506	✓	165 ENVIRONMENTAL DISPOSAL FEE	1.00	CV	10.00	10.00	WV24	0.60	10.60
06/13/19	76506	✓	3406402 CLASS RT SLUG	10.00	CV	166.00	1,660.00	WV24	99.60	1,759.60
06/13/19	76506	✓	111111 FUEL (LBS)	10.00	CV	0.70	164.00	WV24	0.24	164.24
06/13/19	76506	✓	111109 FUEL (LBS)	10.00	CV	6.50	66.00	WV24	3.90	69.90
06/13/19	76506	✓	16.2 FUEL SURCHARGE - ZONE 2	10.00	CV	11.70	11.70	WV24	0.70	12.40
06/13/19	76506	✓	111151 SUPERPLASTICIZER	10.00	CV	7.00	70.00	WV24	4.20	74.20
06/13/19	76506	✓	165 ENVIRONMENTAL DISPOSAL FEE	1.00	CV	10.00	10.00	WV24	0.60	10.60
06/13/19	76506	✓	3406402 CLASS RT SLUG	10.00	CV	166.00	1,660.00	WV24	99.60	1,759.60
06/13/19	76506	✓	111111 FUEL (LBS)	10.00	CV	0.70	164.00	WV24	0.24	164.24
06/13/19	76506	✓	111109 FUEL (LBS)	10.00	CV	6.50	66.00	WV24	3.90	69.90
06/13/19	76506	✓	16.2 FUEL SURCHARGE - ZONE 2	10.00	CV	11.70	11.70	WV24	0.70	12.40
06/13/19	76506	✓	111151 SUPERPLASTICIZER	10.00	CV	7.00	70.00	WV24	4.20	74.20
06/13/19	76506	✓	165 ENVIRONMENTAL DISPOSAL FEE	1.00	CV	10.00	10.00	WV24	0.60	10.60
06/13/19	76506	✓	3406402 CLASS RT SLUG	10.00	CV	166.00	1,660.00	WV24	99.60	1,759.60
06/13/19	76506	✓	111111 FUEL (LBS)	10.00	CV	0.70	164.00	WV24	0.24	164.24
06/13/19	76506	✓	111109 FUEL (LBS)	10.00	CV	6.50	66.00	WV24	3.90	69.90
06/13/19	76506	✓	16.2 FUEL SURCHARGE - ZONE 2	10.00	CV	11.70	11.70	WV24	0.70	12.40
06/13/19	76506	✓	111151 SUPERPLASTICIZER	10.00	CV	7.00	70.00	WV24	4.20	74.20
06/13/19	76506	✓	165 ENVIRONMENTAL DISPOSAL FEE	1.00	CV	10.00	10.00	WV24	0.60	10.60
06/13/19	76506	✓	3406402 CLASS RT SLUG	10.00	CV	166.00	1,660.00	WV24	99.60	1,759.60
06/13/19	76506	✓	111111 FUEL (LBS)	10.00	CV	0.70	164.00	WV24	0.24	164.24
06/13/19	76506	✓	111109 FUEL (LBS)	10.00	CV	6.50	66.00	WV24	3.90	69.90
06/13/19	76506	✓	16.2 FUEL SURCHARGE - ZONE 2	10.00	CV	11.70	11.70	WV24	0.70	12.40
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06/13/19	76506	✓	3406402 CLASS RT SLUG	10.00	CV	166.00	1,660.00	WV24	99.60	1,759.60
06/13/19	76506	✓	111111 FUEL (LBS)	10.00	CV	0.70	164.00	WV24	0.24	164.24
06/13/19	76506	✓	111109 FUEL (LBS)	10.00	CV	6.50	66.00	WV24	3.90	69.90
06/13/19	76506	✓	16.2 FUEL SURCHARGE - ZONE 2	10.00	CV	11.70	11.70	WV24	0.70	12.40
06/13/19	76506	✓	111151 SUPERPLASTICIZER	10.00	CV	7.00	70.00	WV24	4.20	74.20
06/13/19	76506	✓	165 ENVIRONMENTAL DISPOSAL FEE	1.00	CV	10.00	10.00	WV24	0.60	10.60
06/13/19	76506	✓	3406402 CLASS RT SLUG	10.00	CV	166.00	1,660.00	WV24	99.60	1,759.60
06/13/19	76506	✓	111111 FUEL (LBS)	10.00	CV	0.70	164.00	WV24	0.24	164.24
06/13/19	76506	✓	111109 FUEL (LBS)	10.00	CV	6.50	66.00	WV24	3.90	69.90
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06/13/19	76506	✓	111151 SUPERPLASTICIZER	10.00	CV	7.00	70.00	WV24	4.20	74.20
06/13/19	76506	✓	165 ENVIRONMENTAL DISPOSAL FEE	1.00	CV	10.00				



Tifton Construction Inc
PO Box 1260
St Albans WV 25177

SPONSORSHIP, 2007

Customer No: 516241
Invoice No: 260348
Inv Date: 09/12/19
Page: Page 2 of 3
Customer PO: 17-17
Customer Job: DECKERS CREEK DAM

Date	Trans #	Item	Description	Quantity	Unit	Unit Price	Master Unit	Tax Code	Tax Total	Total
09/12/19	76516	111109	CHILLED WATER	8.50		65.00	W024		3.90	61.50
09/12/19	76516	192	FUEL SURCHARGE - ZONE 2	11.70		11.70	W024		0.70	12.40
09/12/19	76516	111161	SUPERPLASTICIZER	7.00		70.00	W024		4.20	74.20
09/12/19	76516	945	ENVIRONMENTAL DISPOSAL FEE	1.00		10.00	W024		0.50	10.50
09/12/19	76517	340442	CLASS RT SLAB	10.00	CY	1,550.00	W024		69.50	1,759.50
09/12/19	76517	111111	ICE (LBS)	6.70		154.00	W024		9.24	153.24
09/12/19	76517	111109	CHILLED WATER	6.59		63.00	W024		3.50	66.50
09/12/19	76517	192	FUEL SURCHARGE - ZONE 2	11.70		11.70	W024		0.70	12.40
09/12/19	76517	111161	SUPERPLASTICIZER	7.00		70.00	W024		4.20	74.20
09/12/19	76517	945	ENVIRONMENTAL DISPOSAL FEE	1.00	CY	10.00	W024		0.50	10.50
09/12/19	76518	340442	CLASS RT SLAB	10.00	CY	1,550.00	W024		69.50	1,759.50
09/12/19	76518	111111	ICE (LBS)	6.70		154.00	W024		9.24	153.24
09/12/19	76518	111109	CHILLED WATER	6.59		63.00	W024		3.50	66.50
09/12/19	76518	192	FUEL SURCHARGE - ZONE 2	11.70		11.70	W024		0.70	12.40
09/12/19	76518	111161	SUPERPLASTICIZER	7.00	CY	70.00	W024		4.20	74.20
09/12/19	76518	945	ENVIRONMENTAL DISPOSAL FEE	1.00	CY	10.00	W024		0.50	10.50
09/12/19	76521	340442	CLASS RT SLAB	10.00	CY	1,550.00	W024		69.50	1,759.50
09/12/19	76521	111111	ICE (LBS)	6.70		154.00	W024		9.24	153.24
09/12/19	76521	111109	CHILLED WATER	6.59		63.00	W024		3.50	66.50
09/12/19	76521	192	FUEL SURCHARGE - ZONE 2	11.70		11.70	W024		0.70	12.40
09/12/19	76521	111161	SUPERPLASTICIZER	7.00	CY	70.00	W024		4.20	74.20
09/12/19	76521	945	ENVIRONMENTAL DISPOSAL FEE	1.00	CY	10.00	W024		0.50	10.50
09/12/19	76522	340442	CLASS RT SLAB	6.00	CY	940.00	W024		54.75	1,455.75
09/12/19	76522	111111	ICE (LBS)	0.70		62.40	W024		5.54	67.94
09/12/19	76522	111109	CHILLED WATER	0.50		36.09	W024		2.24	41.24
09/12/19	76522	192	FUEL SURCHARGE - ZONE 2	11.70		11.70	W024		0.70	12.40
09/12/19	76522	111161	SUPERPLASTICIZER	7.00	CY	42.00	W024		2.82	44.82



A CEN COMPANY

4923 Elizabeth Drive
Bridgeport, WV 26330

Triton Construction Inc
PO Box 1360
St Albans WV 25177

ap@trilomv.com

Customer No: 519341
Invoice No: 389348
Inv Date: 09/13/19
Page: Page 3 of 3
Customer PO: 17-17
Customer Job: DECKERS CREEK DAM

Date	Ticket #	Item	Description	Quantity	UM	Unit Price	MatTotal	TaxCode	TaxTotal	Total
09/13/19	76523	985	ENVIRONMENTAL DISPOSAL FEE	1.00	CY	10.00	10.00	WV24	0.60	10.60
Total Invoice:							14,958.70		1,017.38	17,976.08

Total Cubic Yards of Ready Mix for this Invoice 86.00

Thank you for calling the Red Trucks!
304-592-5577

All payments are due and payable by the due date shown on the invoice. We will assess up to the state's legal maximum rate for finance charges on delinquent accounts.

Invoice Amount: 17,976.08

Amount Paid: _____

Customer Name: Triton Construction Inc
Customer No: 519341
Invoice #: 389348
Date: 09/13/19
Customer Job: DECKERS CREEK DAM
Customer PO: 17-17
Due Date: 10/13/19

If you have any questions about your invoice please call 304-592-5577

Remit Payment To: Central Supply Company of WV
PO Box 741868
Atlanta, GA 30374-1868

Please provide your email address below if you would like to start receiving your invoices via email.



Streets Ace Hardware

Po Box 198
Masontown, WV 26542
(304) 864-5231

TRITON CONSTRUCTION INC
PO Box 1369
St Albans WV 25177
ACCOUNT # 911

ITEM	QTY	SALES PRICE	EXT
52230	1	69.99	69.99
EACH			
NAIL 16D DUPLEX BRT 524			

SUBTOTAL	\$ 69.99
TAX	\$ 4.20
TOTAL	\$ 74.19

CHARGE 74.19

I AGREE TO PAY THE ABOVE TOTAL ACCORDING TO
THE POSTED TERMS AND CONDITIONS

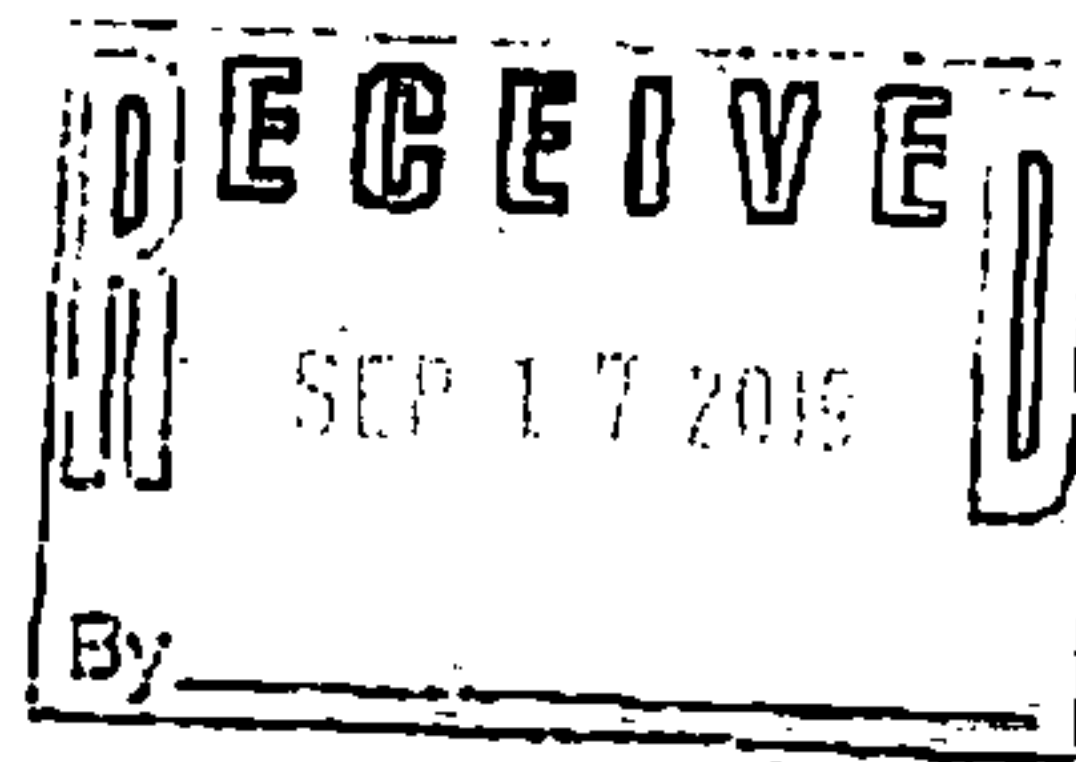
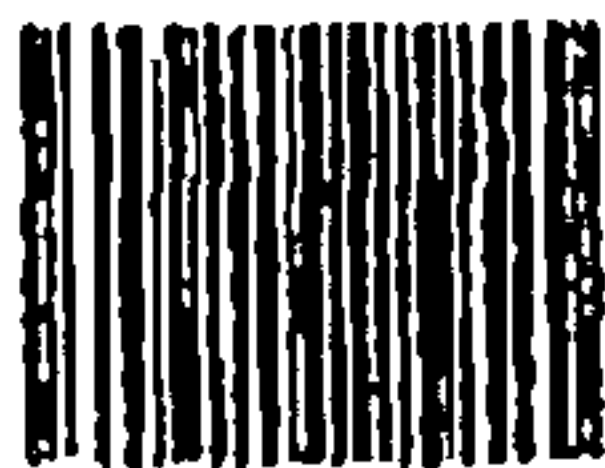
SIGNATURE Authorized Signer

EMPLOYEE	TERMI	INVO	TIME	DATE
9	2	23274	88 12	09-SEP-19

Your receipt guarantees
your no-hassle return

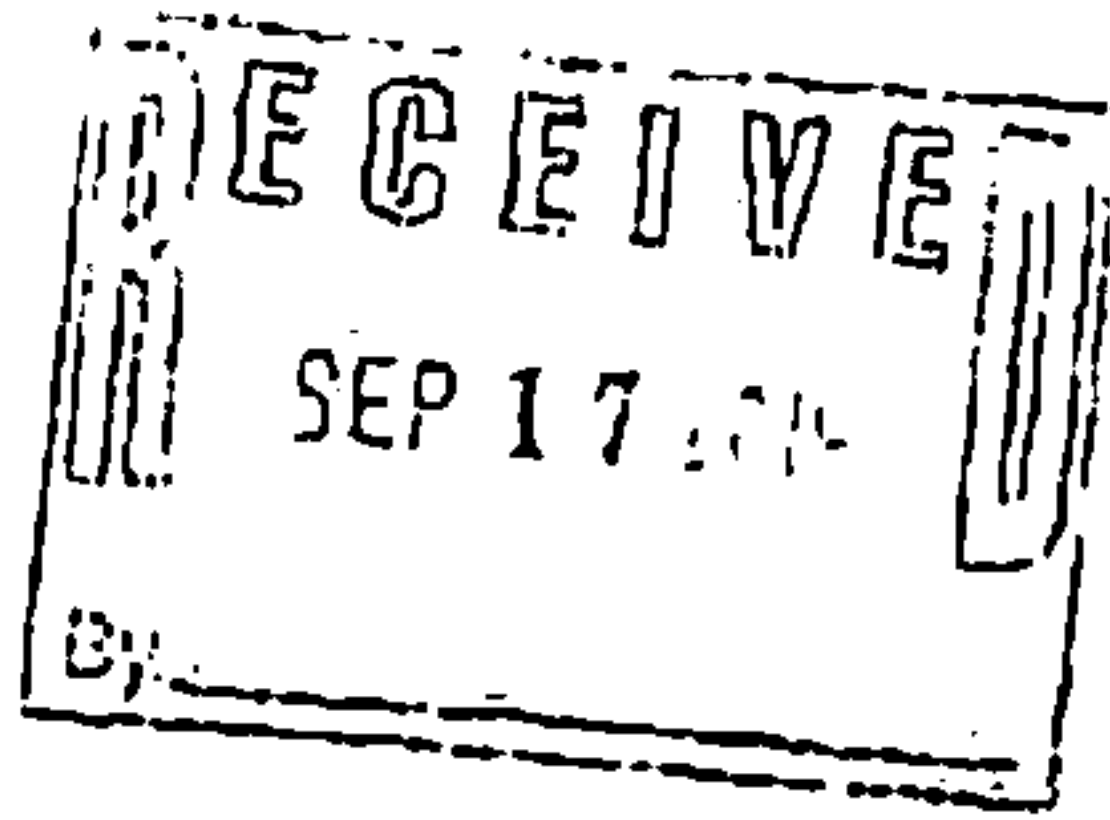
We're your source for seasonal supplies
and all your hardware needs

INVOICE



17.17
911.214
POSTED

10/4



Streets Ace Hardware

Po Box 198
Hudsontown, WV 26542
(304) 864-5231

TRITON CONSTRUCTION INC
PO Box 1388
St Albans WV 25177
ACCOUNT # 911

ITEM	QTY	SALE/REG	EXT
881834102303	12 00	0 99	11 88
2020089	EACH		
PENCIL CARPENTER MED LEAD			

PBJ	15 00	25 49	382 29
-----	-------	-------	--------

23'x2' 60X PLYWOOD	EACH		
24BR	30 00	3 10	95 78
RLS	EACH		
2X4-8 REGULAR			

SUBTOTAL \$	489 78
TAX \$	29 39
TOTAL \$	519.17

CHARGE 519.17

I AGREE TO PAY THE ABOVE TOTAL ACCORDING TO THE POSTED TERMS AND CONDITIONS

SIGNATURE Authorized Signer

EMPLOYEE	TERM	INVT	TIME	DATE
8	2	28837	11 14	04-Sep-19

Your receipt guarantees
your no-hassle return

We're your source for seasonal supplies
and all your hardware needs

INVOICE



17.17
411.21 *

POSTED
11/21/94

PROJECT Upper Deckers Creek Site #1
WORK Spillway Endsill Undercut

		OWNED EQUIPMENT SUMMARY					
DESCRIPTION		IDLE TU	OPERATING TU	IDLE RATE	OPERATING RATE	IDLE TU	OPERATING TU
050-003	1 CS-403E Roller		40.88	\$ 20.49			
105-008	185 CFM Air Compressor		14.64	\$ 7.32			
115-019	Gen Set		110.65	\$ 55.33			
115-021	Gen Set		110.65	\$ 55.33			
055-037	WA270 Loader		54.11	\$ 27.08	\$ 649.32		\$ 649.32
165-011	A25G Artic Truck	20	114.13	\$ 57.07	\$ 2,967.38		\$ 2,967.38
165-013	725C2 Artic Truck	24	109.69	\$ 54.85	\$ 2,632.56		\$ 2,632.56
010-013	C7500 Flatbed		24.65	\$ 12.33			
040-019	D6K2 Dozer	10	91.62	\$ 45.96	\$ 3,308.12		\$ 3,308.12
030-079	210i Excavator	42	95.89	\$ 47.85	\$ 4,027.38		\$ 4,027.38
010-051	Fuel Truck	0	30.02	\$ 15.01	\$ 240.16		\$ 240.16
150-061	Straw Blower		14.52	\$ 7.26			
005-024	2000 Ford F250	37	14.89	\$ 7.45	\$ 550.93		\$ 550.93
005-039	2012 Ford Utility Bed	71.5	15.03	\$ 7.52	\$ 1,074.85		\$ 1,074.85
005-121	2016 Ford F150		17.18	\$ 8.59			
005-108	2017 Ford F350		24.98	\$ 12.50			
005-045	2013 Ford F150		12.11	\$ 6.08			
							\$ 15,451.50

TOTAL OWNED EQUIPMENT \$ 15,451.50

** Idle Rates at 1/2 FHWA Rate per WVDOH Spec. 109.4.3.3

EquipmentWatch

www.equipmentwatch.com

All prices shown in US\$

January 31, 2019

Rental Rate Blue Book®

Komatsu WA270-7
4-Wd Articulated Wheel Loaders

Size Class
135 - 149 HP
Weight:
N/A



Configuration for WA270-7

Bucket Capacity - Heaped 2.8 cu yd - 3.8 cu yd Power Mode Diesel
Net Horsepower 149 hp

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$4,575.00	\$1,280.00	\$320.00	\$48.00	\$28.50	\$54.48
Adjustments						
Region (West Virginia DOT: 99.3%)	(\$32.03)	(\$8.98)	(\$2.24)	(\$0.34)		
Model Year (2018: 99.2%)	(\$38.34)	(\$10.17)	(\$2.54)	(\$0.38)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)					\$28.50	\$54.11
Total:	\$4,508.63	\$1,260.87	\$315.22	\$47.28		

Non-Active Use Rates

	Hourly
Standby Rate	\$12.50
Idling Rate	\$40.05

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	\$1,875.75/mo
Overhaul (ownership)	39%	\$1,784.25/mo
CFC (ownership)	9%	\$411.75/mo
Indirect (ownership)	11%	\$503.25/mo
Fuel (operating) @ 3.01	51%	\$14.44/hr

Revised Date: 2nd Half 2018

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MATT POWELL (matt.powell@ukonwv.com)

EquipmentWatch.

www.equipmentwatch.com

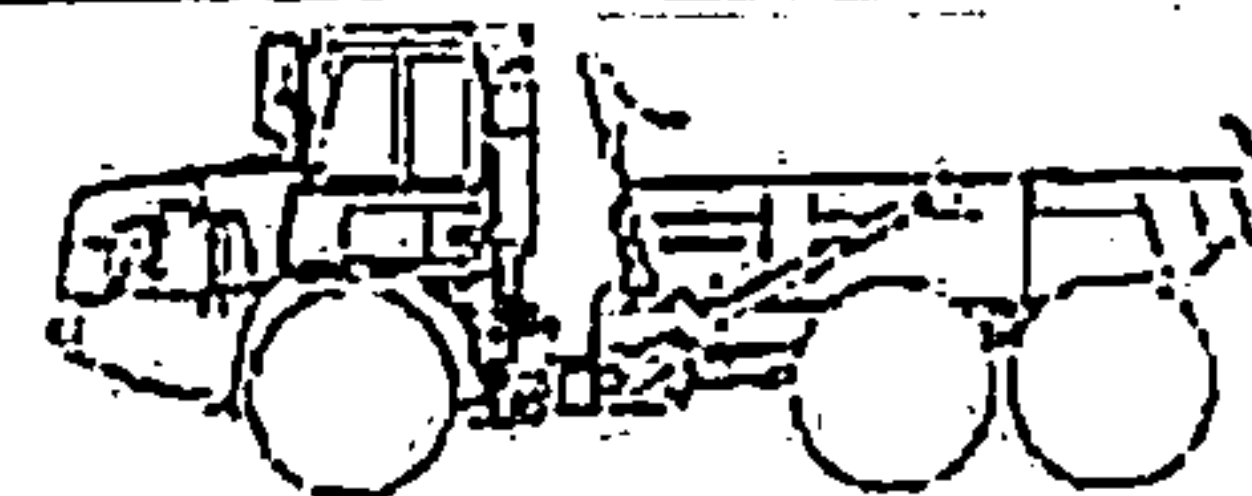
All prices shown in US dollars (\$)

June 12, 2020

Rental Rate Blue Book®

Volvo A25G

Articulated Rear Dumps



Size Class:

20 - 25 MTons

Weight:

N/A

Configuration for A25G

Axle Configuration	6 x 4	Body Capacity (Struck-Heaped)	15.3 - 19.6 cu yd
Net Horsepower	318.0 hp	Power Mode	Diesel
Rated Payload	25.46 t		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$12,415.00	USD \$3,475.00	USD \$870.00	USD \$130.00	USD \$51.02	USD \$121.58
Adjustments						
Region (West Virginia: 99.8%)	(USD \$24.83)	(USD \$6.95)	(USD \$1.74)	(USD \$0.28)		
Model Year (2014: 97.4%)	(USD \$322.14)	(USD \$90.17)	(USD \$22.57)	(USD \$3.37)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)					USD \$51.02	USD \$119.59
Total:	USD \$12,088.03	USD \$3,377.89	USD \$845.69	USD \$126.37		

Non-Active Use Rates

Standby Rate	Hourly	USD \$34.28
Idling Rate		USD \$89.03

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	USD \$4,583.55/mo
Overhaul (ownership)	46%	USD \$5,710.90/mo
CFQ (ownership)	9%	USD \$1,117.35/mo
Indirect (ownership)	8%	USD \$983.20/mo
Fuel (operating) @ USD 3.07	35%	USD \$19.45/hr

Revised Date: 1st half 2020

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The equipment represented in this report has been exclusively prepared for MATT POWELL
(ap.powell@tritonwv.com)

EquipmentWatch

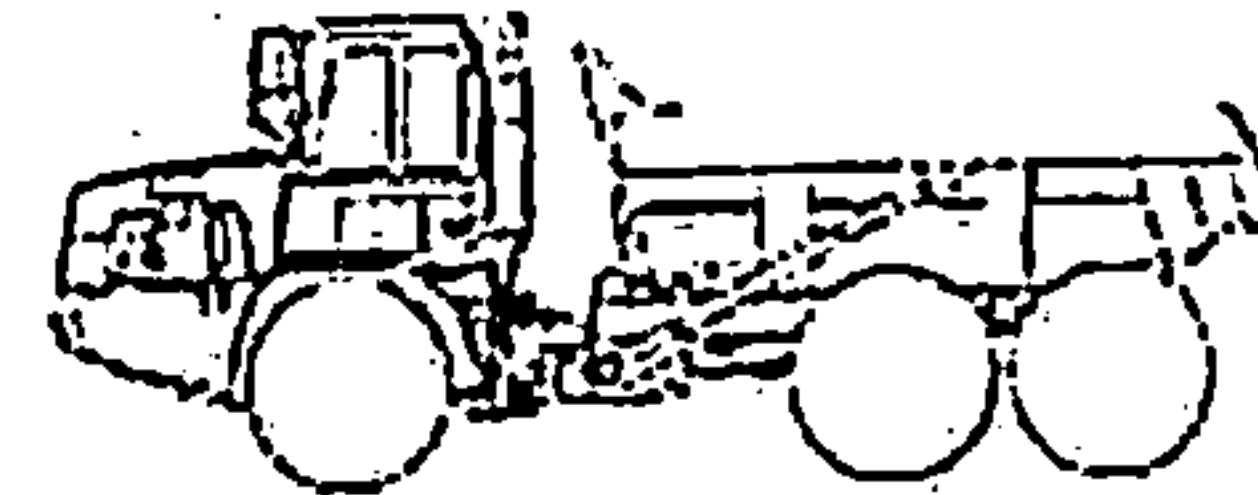
www.equipmentwatch.com

All prices shown in US dollars (\$)

June 12, 2020

Rental Rate Blue Book®

Caterpillar 725C2
Articulated Rear Dumps



Size Class:
20 - 29 MTons
Weight:
N/A

Configuration for 725C2

Net Horsepower 314.0 hp Power Mode Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$10,885.00	USD \$3,050.00	USD \$785.00	USD \$115.00	USD \$49.13	USD \$116.98
Adjustments						
Region (West Virginia: 99.8%)	(USD \$21.77)	(USD \$6.10)	(USD \$1.53)	(USD \$0.23)		
Model Year (2015: 59.5%)	(USD \$182.95)	(USD \$45.88)	(USD \$11.45)	(USD \$1.72)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)					USD \$49.13	USD \$109.93
Total:	USD \$10,700.28	USD \$2,998.24	USD \$782.02	USD \$113.05		

Non-Active Use Rates

Standby Rate Hourly USD \$30.40
Idling Rate Hourly USD \$80.02

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	USD \$4,027.45/mo
Overhaul (ownership)	48%	USD \$5,067.10/mo
CFC (ownership)	9%	USD \$979.65/mo
Indirect (ownership)	6%	USD \$670.60/mo
Fuel (operating) @ USD 3.07	39%	USD \$19.22/hr

Revised Date: 1st half 2020

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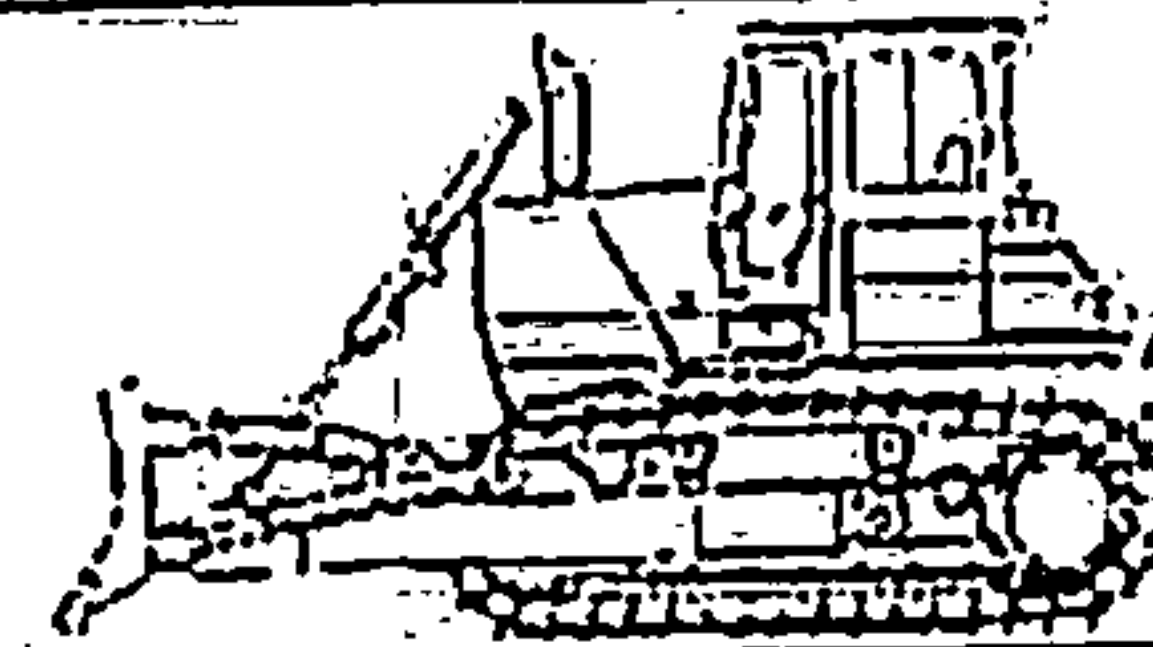
All prices shown in US dollars (\$)

April 23, 2020

Rental Rate Blue Book®

Caterpillar D6K2 LGP
Lgp Crawler Dozers

Size Class:
105 - 125 HP
Weight:
N/A



Configuration for D6K2 LGP

Dozer Type
Operator Protection
VPAT
ROPS/FOPS
Net Horsepower
Power Mode
125.0 hp
Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 170 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly USD \$42.83	FHWA Rate** Hourly USD \$92.32
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$8,710.00	USD \$2,440.00	USD \$810.00	USD \$92.00		
Adjustments						
Region (West Virginia: 99.3%)	(USD \$60.97)	(USD \$17.09)	(USD \$4.27)	(USD \$0.64)		
Model Year (2017: 99.9%)	(USD \$5.65)	(USD \$2.42)	(USD \$0.61)	(USD \$0.09)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)						
Total:	USD \$1,548.38	USD \$2,428.69	USD \$805.12	USD \$91.28	USD \$42.83	USD \$91.87

Non-Active Use Rates

Standby Rate
Idling Rate

Hourly
USD \$24.55
USD \$68.54

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	29%	USD \$2,525.00/mo
Overhaul (ownership)	54%	USD \$4,703.40/mo
OFC (ownership)	6%	USD \$783.80/mo
Indirect (ownership)	8%	USD \$699.80/mo
Fuel (operating) @ USD 3.07	35%	USD \$14.45/hr

Revised Date: 1st half 2020

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All prices shown in US dollars (\$)

April 23, 2020

Rental Rate Blue Book®

Komatsu PC210LCI-11
Crawler Mounted Hydraulic Excavators



Size Class:
21.1 - 24.0 MTons
Weight:
111A:

Configuration for PC210LCI-11

Bucket Capacity - Heaped 0.7 - 1.6 cu yd
Operating Weight 51500 lbs
Net Horsepower 165 hp
Power Mode Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly USD \$48.74	FHWA Rate** Hourly USD \$98.13
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$8,340.00	USD \$2,335.00	USD \$595.00	USD \$88.00		
Adjustments						
Region (West Virginia 29.6%)	(USD \$41.70)	(USD \$11.85)	(USD \$2.92)	(USD \$3.44)		
Model Year (2020: 100%)						
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)						
Total:	USD \$8,298.30	USD \$2,323.12	USD \$592.08	USD \$97.68	USD \$48.74	USD \$98.89

Non-Active Use Rates

Standby Rate
Idling Rate

Hourly
USD \$23.57
USD \$88.35

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	USD \$3,065.80/mo
Overhaul (ownership)	48%	USD \$3,836.40/mo
CFC (ownership)	10%	USD \$834.00/mo
Indirect (ownership)	5%	USD \$500.40/mo
Fuel (operating) @ USD 3.07	44%	USD \$21.21/hr

Revised Date: 1st half 2020

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EquipmentWatch

www.equipmentwatch.com

All prices shown in US\$

January 31, 2018

Rental Rate Blue Book®

Ford F-250
On-Highway Light Duty Trucks

Size Class
350 HP & Over
Weight
N/A

Configuration for F-250

Axis Configuration	4 X 4	Power Mode	Gasoline
Cab Type	Conventional	Horsepower	137 hp
Ton Rating	3 / 4		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 175 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$680.00	\$245.00	\$51.00	\$9.00	\$10.25	\$15.25
Adjustments						
Region (West Virginia DOT: 88.8%)	(\$1.76)	(\$0.49)	(\$0.12)	(\$0.02)		
Model Year (2012: 83.7%)	(\$37.78)	(\$10.51)	(\$2.62)	(\$0.39)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)					\$10.25	\$15.03
Total:	\$642.22	\$234.49	\$48.38	\$8.61		

Non-Active Use Rates

	Hourly
Standby Rate	\$2.38
Idling Rate	\$11.94

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$475.20/mo
Overhaul (ownership)	26%	\$225.20/mo
CFC (ownership)	7%	\$61.80/mo
Indirect (ownership)	10%	\$85.00/mo
Fuel (operating) @ 2.75	70%	\$7.16/hr

Revised Date: 1st Half 2018

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EquipmentWatch

www.equipmentwatch.com

All prices shown in US\$

January 31, 2019

Rental Rate Blue Book®

Ford F-250
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight
N/A

Configuration for F-250

Axis Configuration	4 X 4	Power Mode	Gasoline
Cab Type	Conventional	Horsepower	137 hp
Ton Rating	3 / 4		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$880.00	\$245.00	\$61.00	\$9.00	\$10.25	\$15.25
Adjustments						
Region (West Virginia DOT: 99.8%)	(\$1.76)	(\$0.49)	(\$0.12)	(\$0.02)		
Model Year (2008: 92.9%)	(\$52.36)	(\$17.35)	(\$4.32)	(\$0.64)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)					\$10.25	\$14.89
Total	\$816.88	\$227.15	\$56.56	\$9.34		

Non-Active Use Rates

	Hourly
Standby Rate	\$2.32
Idling Rate	\$11.80

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	64%	\$475.20/mo
Overhaul (ownership)	28%	\$255.20/mo
CFC (ownership)	7%	\$61.60/mo
Indirect (ownership)	10%	\$88.00/mo
Fuel (operating) @ 2.75	70%	\$7.16/hr

Revised Date: 1st Half 2019

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EquipmentWatch

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All prices shown in US\$

February 1, 2019

Rental Rate Blue Book®

Miscellaneous DSL 4X2 2500
On-Highway Water Tankers

Size Class:
To 199 HP
Weight
10,500 lbs.

Configuration for DSL 4X2 2500

Power Mode	Diesel	Horsepower	150
Tank Capacity	2500 gal		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$2,000.00	\$550.00	\$140.00	\$21.00	\$20.75	\$32.11
Adjustments						
Region (West Virginia	(\$4.00)	(\$1.12)	(\$0.28)	(\$0.04)		
DOT: 99.8%						
Model Year	(\$365.27)	(\$102.28)	(\$25.57)	(\$3.84)		
(1995: 81.7%)						
Adjusted Hourly						
Ownership Cost (100%)						
Hourly Operating Cost (100%)					\$20.75	\$30.02
Total:	\$1,630.73	\$450.80	\$114.15	\$17.12		

Non-Active Use Rates

Standby Rate
Idling Rate

Hourly
\$4.63
\$21.53

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	\$950.00/mo
Overhaul (ownership)	31%	\$650.00/mo
CFC (ownership)	9%	\$150.00/mo
Indirect (ownership)	11%	\$220.00/mo
Fuel (operating) @ 3.27	69%	\$12.28/hr

Revised Date: 1st Half 2019

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PROJECT: Upper Deckers Creek Site #1
WORK: Spillway Endsill Undercut

RENTED EQUIPMENT SUMMARY

[illegible]

TRITON CONSTRUCTION
INC

PROJECT: Upper Deckers Creek Site #1
WORK: Spillway Endsill Undercut

SUBCONTRACTOR SUMMARY

	AMOUNT

TOTAL SUBCONTRACTOR \$ -

Exhibit F



P.O. BOX 1360 ST. ALBANS, WV 26177
P (804) 759-2100 F (804) 759-2300

April 29, 2020

West Virginia Conservation Agency
Monongahela Conservation District
201 Scott Avenue
Morgantown, WV 26508

Attn: Art Mouser
Contracting Officer

RE: Upper Deckers Creek Site 1 Rehabilitation Project
MCD-2107-4-14
Triton Construction, Inc. Project #17.17
Concrete Activity Delays-Modification Request

Dear Mr. Mouser:

Triton provided MCD with notice of potential cost and schedule impacts to the project via letter dated August 30, 2019, as a result of concrete activity delays. The Specifications were enforced incorrectly and cost the project 24 days on the critical path. No response to this letter was provided by MCD or its agents, nor was any attempt made to mitigate these delays and associated costs.

Triton is hereby requesting a contract modification in the amount of **\$271,241.62** as a result of the specification change. The attached cost summary details the extended field overhead, idle equipment, fuel consumption, equipment rental and idle batch plant rental cost for this issue.

If you have any questions or comments regarding this matter, feel free to contact me at (740) 391-5847.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew C. Powell', is written over a horizontal line.

Matthew C. Powell, P.E.
Operations Manager

Equal Opportunity Employer



P.O. BOX 1360 ST. ALBANS, WV 25177
P (304) 759-2100 F (304) 759-2100

August 30, 2019

West Virginia Conservation Agency
Monongahela Conservation District
201 Scott Avenue
Morgantown, WV 26508

Attn: Art Mouser
Contracting Officer

RE: Upper Deckers Creek Site 1 Rehabilitation Project
MCD-2107-4-14
Triton Construction, Inc. Project #17.17
Concrete Activity Delays

Dear Mr. Mouser:

This letter is to serve a notice that Triton Construction has been delayed by the incorrect interpretation of the contract specification as it relates to concrete placement. Specification Section 31, paragraph 13 states:

Construction Joints shall be covered and cured for 7 Days or until concrete placement resumes.

New concrete shall not be placed until the hardened concrete has cured at least 12 hours.

Triton has been directed by the responses to RFI's 053 and 057. These responses state that no vertical lift of concrete shall be placed until 7 days has passed. This clearly contradicts the contract documents, by which Triton has prepared the project schedule as is resulting a significant delay to the project. To date, this issue has resulted in a delay to the project of 24 days.

Triton will be requesting additional compensation and extension of contract time for the delay caused by the change in specification. The full cost impacts are not known at this point in time.

If you have any questions or comments regarding this matter, feel free to contact me at (740) 391-5847.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew C. Powell', is written over a horizontal line.

Matthew C. Powell, P.E.
Operations Manager

Equal Opportunity Employer

TRITON CONSTRUCTION
INC

PROJECT: Upper Decker Creek Site #1
WORK: Concrete Activity Delay Costs

ESTIMATED COST

4/29/2020

LABOR	\$	56,194.45
MATERIAL	\$	19,511.39
OWNED EQUIPMENT	\$	80,859.12
RENTED EQUIPMENT	\$	28,741.21
SUBCONTRACTOR	\$	42,684.96
SUB-TOTAL (A)	\$	227,991.13
BOND	\$	2,279.91
INSURANCE (Sub-total (A) x 1.0%)	\$	2,279.91
SUB-TOTAL (B)	\$	232,550.95
FIELD OVERHEAD (7.5%)	\$	17,441.32
SUB-TOTAL (C)	\$	249,992.28
B&O TAX (2%)	\$	-
SUBTOTAL	\$	249,992.28
HOME OFFICE OVERHEAD (8.5%)		\$21,249.34
TOTAL	\$	271,241.62

*Above cost does not include any Liquidated Damage charges

PROJECT Upper Decker Creek Site #1
WORK Concrete Activity Delay Costs

LABOR SUMMARY

DATE	EMP. NO.	NAME	TRADE	REG HOURS	OT1 HOURS	WAGE RATE	AMOUNT	FRINGE RATE	AMOUNT
			Labor Foreman-Actual	200.00	40	\$ 27.95	\$ 7,267.00	\$ 16.30	\$ 3,912.00
			Laborer L2-Actual	0.00	0	\$ 25.92	\$ -	\$ 16.30	\$ -
			Laborer Foreman-Foreca	0.00		\$ 24.86	\$ -	\$ 16.30	\$ -
			Laborer L2-Forecast	0.00		\$ 25.92	\$ -	\$ 16.30	\$ -
			Operator-Forecast	0.00		\$ 30.49	\$ -	\$ 18.60	\$ -
			Operator O2-Actual	0.00	0	\$ 30.49	\$ -	\$ 18.60	\$ -
			Project Manger	200.00	40	\$ 50.00	\$ 13,000.00	\$ 15.00	\$ 3,600.00
			Project Engineer	200.00	40	\$ 40.00	\$ 10,400.00	\$ 15.00	\$ 3,600.00
			Operations Manager	50.00	10	\$ 55.00	\$ 3,575.00	\$ 15.00	\$ 900.00
				650.00	130.00	\$	34,242.00		\$ 12,012.00

TAXES & INSURANCE	
Social Security	6.20
Medicare	1.45
Workers Comp	12.08
Fed. U.I.	0.80
State U.I.	8.50
TOTAL	29.03

WAGE TOTAL	\$34,242.00
FRINGE TOTAL	\$12,012.00
TAX (on wages)	\$9,940.45
TOTAL LABOR	\$56,194.45

TRITON CONSTRUCTION
INC

PROJECT: Upper Decker Creek Site #1
WORK: Concrete Activity Delay Costs

MATERIAL SUMMARY

DATE	DESCRIPTION	QUANTITY	PRICE	AMOUNT
				\$ -
	Fuel for Pumps (951 GAL/WEEK*4 WEEKS)	3,804.00	\$ 3.00	\$ 11,412.00
	Fuel For Gen Sets (400 GAL/WEEK*4 WEEKS)	1,600.00	\$ 3.00	\$ 4,800.00
	Dumpster	1.00	\$ 390.00	\$ 390.00
	Office Seplic	1.00	\$ 105.00	\$ 105 00
	Office Internet	1.00	\$ 160 97	\$ 160 97
	Project Manager Housing	1.00	\$ 675.00	\$ 675 00
	Project Staff Per Diem	48 00	\$ 18 00	\$ 864 00
SUBTOTAL				\$ 18,406.97
TAX @ 6.00%				\$ 1,104.42
TOTAL MATERIAL				\$ 19,511.39

PROJECT: Upper Decker Creek Site #1
WDOF: Concrete Access Delay Costs

		OWNED EQUIPMENT SUMMARY							
ID No		OP TIME	IDLE TIME	OPERATING RATE	IDLE RATE	OPERATING TIME		IDLE TOTAL	EQUIPMENT TOTAL
050-003	CAT CS-433E Roller	0	192	\$ 40.98	\$ 20.49			3,934.08	3,934.08
105-008	IR 185 CFM Air Compressor	0	192	\$ 14.64	\$ 7.32			1,405.44	1,405.44
115-019	Diesel Gen Set	192		\$ 110.65	\$ 55.33	21,244.80			21,244.80
115-021	Diesel Gen Set		192	\$ 110.65	\$ 55.33			10,822.40	10,822.40
065-037	Komatsu WA270 Loader		192	\$ 54.11	\$ 27.06			5,194.56	5,194.56
1369812N	4" Diesel Pump		192	\$ 14.28	\$ 7.14			1,370.88	1,370.88
GHT-759	6" Diesel Pump		192	\$ 41.37	\$ 20.69			3,971.52	3,971.52
010-013	GMC C7500 Flatbed		192	\$ 24.65	\$ 12.33			2,365.40	2,365.40
040-019	CAT D8K2 Dozer	0	192	\$ 91.92	\$ 45.96			8,824.32	8,824.32
030-078	Komatsu 210i Excavator		192	\$ 95.89	\$ 47.95			9,205.44	9,205.44
010-051	International Fuel Truck	24	168	\$ 30.02	\$ 15.01	720.48		2,521.68	3,242.16
150-081	Finn Straw Blower		192	\$ 14.52	\$ 7.26			1,393.92	
005-024	2008 Ford F250	0	192	\$ 14.89	\$ 7.45			1,429.44	1,429.44
005-036	2012 Ford Utility Bed		192	\$ 15.03	\$ 7.52			1,442.88	1,442.88
005-121	2018 Ford F150	0	192	\$ 17.18	\$ 8.59			1,849.28	1,849.28
005-168	2017 Ford F350		192	\$ 24.99	\$ 12.50			2,398.04	2,398.04
005-045	2013 Ford F150		192	\$ 12.11	\$ 6.06			1,162.56	1,162.56
								50,859.12	50,859.12

TOTAL OWNED EQUIPMENT \$ 50,859.12

** Idle Rates at 1/2 FHWA Rate per WVDOT Spec. 109.4.3.3

EquipmentWatch

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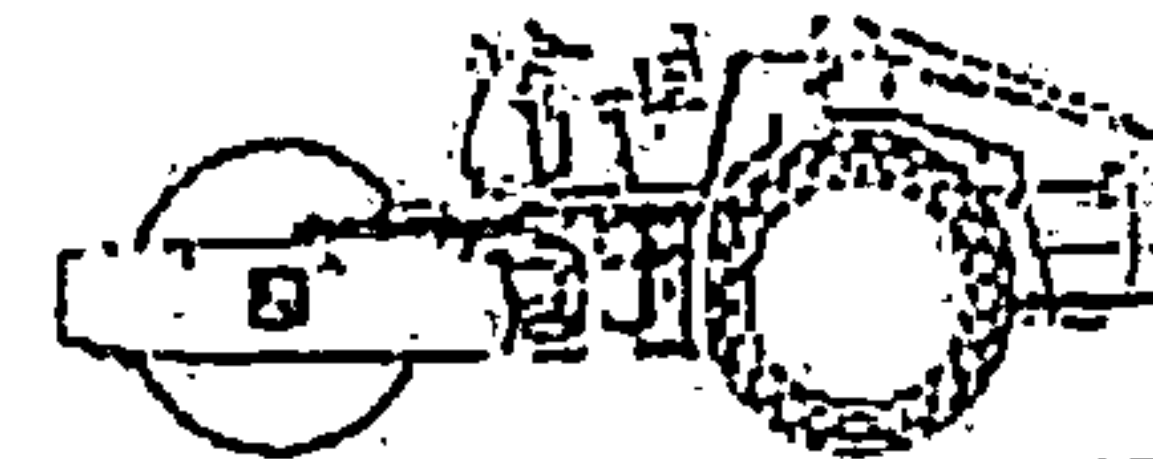
All prices shown in US\$

January 31, 2019

Rental Rate Blue Book®

Caterpillar CS-433E (disc. 2010)
Single Drum Vibratory Compactors

Size Class:
5.0 - 7.9 MTons
Weight:
14,875 lbs.



Configuration for CS-433E (disc. 2010)

Drum Type	Smooth	Drum Width	67 in
Drum Type	Smooth	Drum Width	67 in
Power Mode	Diesel	Net Horsepower	88 hp
Power Mode	Diesel	Net Horsepower	88 hp

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$3,140.00	\$880.00	\$220.00	\$33.00	\$23.25	\$41.09
Adjustments						
Region (West Virginia DOT: 99.4%)	(\$16.54)	(\$5.28)	(\$1.32)	(\$0.20)		
Model Year (2010: 100%)		
Adjusted Hourly Ownership Cost (100%)		
Hourly Operating Cost (100%)					\$23.25	\$40.68
Total:	\$3,121.16	\$874.72	\$218.68	\$32.80	\$23.25	\$40.68

Non-Active Use Rates

Standby Rate	Hourly	\$5.87
Idling Rate		\$23.47

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	51%	\$1,601.40/mo
Overhaul (ownership)	25%	\$810.80/mo
CFC (ownership)	7%	\$219.80/mo
Indirect (ownership)	13%	\$408.20/mo
Fuel (operating) @ 2.3	25%	\$5.74/hr

Revised Date: 1st Half 2017

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EquipmentWatch

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All prices shown in US\$

January 31, 2019

Rental Rate Blue Book®

Ingersoll Rand P175WJD
Portable Rotary Screw Air Compressor

Size Class:
125 - 248 cfm
Weight:
2,870 lbs.

Configuration for P175WJD

Power Mode	Diesel	Horsepower	58
Rated Pressure @ PSI	100	Air Delivery Rating	175 cu ft/min

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 175 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$830.00	\$230.00	\$65.00	\$9.00	\$10.35	\$15.07
Adjustments						
Region (West Virginia DOT: 88.5%)	(\$4.15)	(\$1.15)	(\$0.29)	(\$0.04)		
Model Year (1998: 81.5%)	(\$70.20)	(\$19.45)	(\$4.91)	(\$0.76)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)					\$10.35	\$14.84
Total:	\$755.05	\$209.40	\$52.80	\$9.20		

Non-Active Use Rates

	Hourly
Standby Rate	\$2.15
Idling Rate	\$10.88

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	23%	\$190.80/mo
Overhaul (ownership)	65%	\$539.50/mo
CFC (ownership)	6%	\$49.50/mo
Indirect (ownership)	6%	\$49.50/mo
Fuel (operating) @ 3.27	64%	\$6.52/hr

Revised Date: 1st Half 2019

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All prices shown in US\$

October 23, 2018

Rental Rate Blue Book®

Average AVERAGE 201 - 400 KW
Large Generator Sets

Size Class:
201 - 400 KW
Weight:
N/A

Configuration for AVERAGE 201 - 400 KW

Power Mode Diesel Horsepower 445 hp
Enclosure Enclosed Prime Output @ 60 Hz 315 kW

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$3,055.00	\$665.00	\$215.00	\$32.00	\$63.40	\$110.93
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2014: 88.4%)	(\$49.36)	(\$13.84)	(\$3.44)	(\$0.61)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					\$63.40	\$110.93
Total:	\$3,035.64	\$651.16	\$211.56	\$31.40	\$63.40	\$110.93

Non-Active Use Rates

	Hourly
Standby Rate	\$10.99
Idling Rate	\$69.68

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	\$1,264.89/mo
Overhaul (ownership)	38%	\$1,172.30/mo
CFC (ownership)	7%	\$216.85/mo
Indirect (ownership)	14%	\$431.80/mo
Fuel (operating) @ 3.01	77%	\$72.33/hr

Revised Date: 2nd Half 2018

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EquipmentWatch

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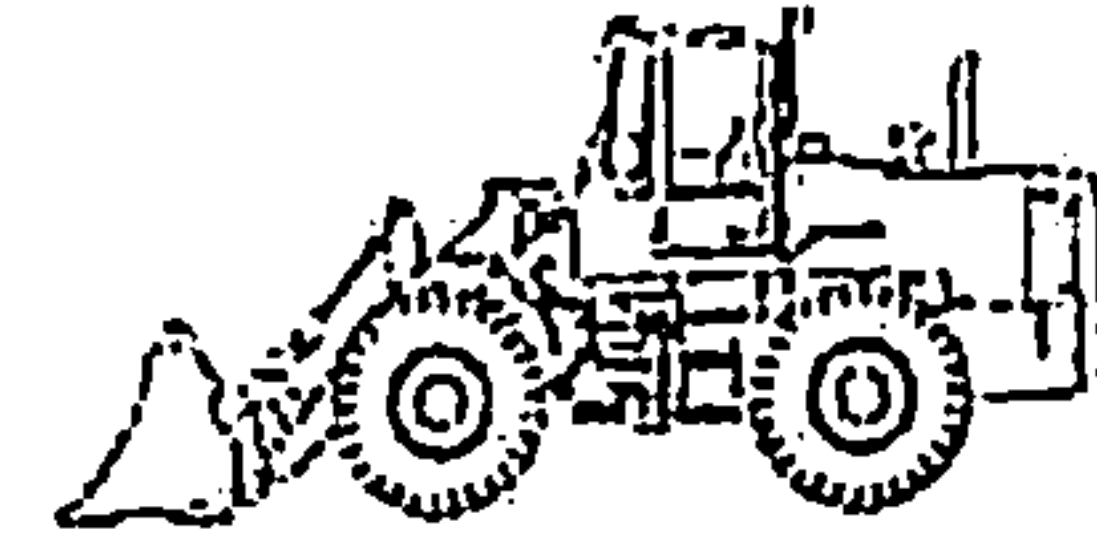
All prices shown in US\$

January 31, 2018

Rental Rate Blue Book®

Komatsu WA270-7
4-Wd Articulated Wheel Loaders

Size Class:
135 - 149 HP
Weight:
N/A



Configuration for WA270-7

Bucket Capacity - Heaped 2.5 cu yd - 3.5 cu yd Power Mode Diesel
Net Horsepower 149 hp

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$4,576.00	\$1,280.00	\$320.00	\$48.00	\$28.60	\$64.48
Adjustments						
Region (West Virginia DOT: 88.3%)	(\$32.03)	(\$8.96)	(\$2.24)	(\$0.34)		
Model Year (2018: 88.2%)	(\$36.34)	(\$10.17)	(\$2.54)	(\$0.38)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)					\$28.50	\$54.11
Total:	\$4,502.63	\$1,260.87	\$318.22	\$47.28		

Non-Active Use Rates

Standby Rate Hourly \$12.60
Idling Rate Hourly \$40.05

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	41%	\$1,875.76/mo
Overhaul (ownership)	39%	\$1,784.25/mo
CFC (ownership)	9%	\$411.75/mo
Indirect (ownership)	11%	\$503.25/mo
Fuel (operating) @ 3.01	81%	\$14.44/hr

Revised Date: 2nd Half 2018

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All prices shown in US\$

January 31, 2019

Rental Rate Blue Book®

Miscellaneous 4" DIESEL/22MTC
Self Priming Trash Pumps

Size Class:
3" - 4"
Weight:
N/A

Configuration for 4" DIESEL/22MTC

Power Mode	Diesel	Horsepower	16
CPB Rating	22MTC	Pump Size	4 In
Pump Capacity	36000 gal/hr		

Blue Book Rates

-- FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$1,220.00	\$340.00	\$55.00	\$13.00	\$7.75	\$14.83
Adjustments						
Region (West Virginia DOT: 97.8%)	(\$25.54)	(\$7.48)	(\$1.87)	(\$0.29)		
Model Year (2012: 96.3%)	(\$44.15)	(\$12.30)	(\$3.88)	(\$0.47)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)					\$7.75	\$14.28
Total:	\$1,148.91	\$320.22	\$50.03	\$12.24		

Non-Active Use Rates

Standby Rate	Hourly	\$3.26
Idling Rate		\$10.19

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	43%	\$524.80/mo
Overhaul (ownership)	42%	\$512.40/mo
CFC (ownership)	8%	\$73.20/mo
Indirect (ownership)	8%	\$109.80/mo
Fuel (operating) @ 3.27	47%	\$3.58/hr

Revised Date: 1st Half 2019

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All prices shown in US\$

January 31, 2019

Rental Rate Blue Book®

Miscellaneous 6" GASOLINE
Self Priming Trash Pumps

Size Class:
6" & Over
Weight
1,600 lbs.

Configuration for 6" GASOLINE

Power Mode	Gasoline	Horsepower	90
CPB Rating	70MT	Pump Size	6 in
Pump Capacity	90000 gal/hr		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,620.00	\$455.00	\$116.00	\$17.00	\$32.70	\$41.90
Adjustments						
Region (West Virginia DOT: 97.8%)	(\$35.94)	(\$10.01)	(\$2.53)	(\$0.37)		
Model Year (2012: 98.3%)	(\$58.82)	(\$15.48)	(\$4.16)	(\$0.62)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)						
Total:	\$1,525.74	\$424.83	\$108.31	\$16.91	\$32.70	\$41.37

Non-Active Use Rates

	Hourly
Standby Rate	\$4.33
Idling Rate	\$14.66

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	43%	\$666.60/mo
Overhaul (ownership)	42%	\$660.40/mo
CPC (ownership)	6%	\$97.20/mo
Indirect (ownership)	9%	\$145.80/mo
Fuel (operating) @ 2.75	78%	\$25.92/hr

Revised Date: 1st Half 2019

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All prices shown in US\$

January 31, 2019

Rental Rate Blue Book®

GMC/CHEVY C73
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight
N/A

Configuration for C73

Axle Configuration	4 x 2	Power Mode	Gasoline
Cab Type	Crew	Horsepower	300 hp
Ton Rating	1		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$980.00	\$270.00	\$68.00	\$10.00	\$19.75	\$25.20
Adjustments						
Region (West Virginia DOT: 99.8%)	(\$1.92)	(\$0.54)	(\$0.14)	(\$0.02)		
Model Year (1997: 90.1%)	(\$94.65)	(\$26.68)	(\$6.72)	(\$0.99)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)					\$19.75	\$24.85
Total:	\$885.23	\$242.78	\$61.14	\$8.98		

Non-Active Use Rates

Standby Rate	Hourly	\$2.45
Idling Rate		\$20.59

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$518.40/mo
Overhead (ownership)	29%	\$275.40/mo
CFC (ownership)	7%	\$67.20/mo
Indirect (ownership)	10%	\$98.00/mo
Fuel (operating) @ 2.75	76%	\$15.65/hr

Revised Date: 1st Half 2019

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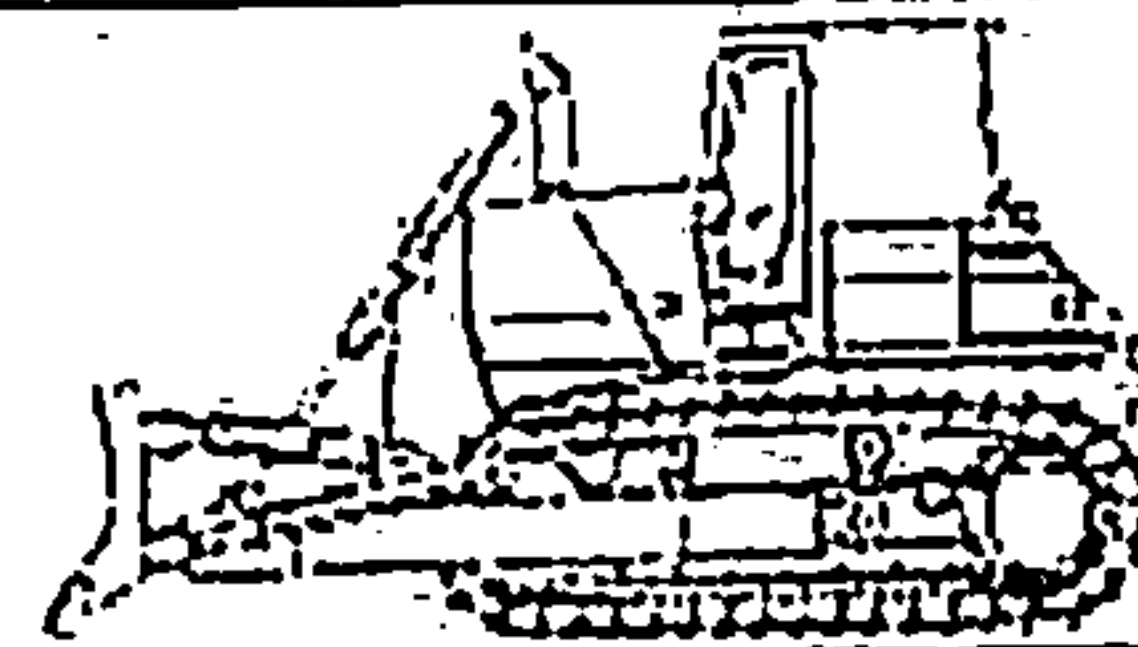
All prices shown in US dollars (\$)

April 23, 2020

Rental Rate Blue Book®

Caterpillar D6K2 LGP
Lgp Crawler Dozers

Size Class:
105 - 125 HP
Weight:
N/A



Configuration for D6K2 LGP

Dozer Type	VPAT	Net Horsepower	128.0 hp
Operator Protection	ROPS/FOPS	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly USD \$42.83	FHWA Rate** Hourly USD \$92.32
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$8,710.00	USD \$2,440.00	USD \$810.00	USD \$92.00		
Adjustments						
Region (West Virginia: 99.3%)	(USD \$60.97)	(USD \$17.08)	(USD \$4.27)	(USD \$0.64)		
Model Year (2017: 99.9%)	(USD \$0.85)	(USD \$2.42)	(USD \$0.81)	(USD \$0.09)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)						
Total:	USD \$8,848.38	USD \$2,420.50	USD \$805.12	USD \$91.26	USD \$42.83	USD \$91.92

Non-Active Use Rates

Standby Rate	Hourly USD \$24.55
Idling Rate	USD \$55.54

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	29%	USD \$2,626.90/mo
Overhaul (ownership)	54%	USD \$4,703.40/mo
CFC (ownership)	9%	USD \$783.80/mo
Indirect (ownership)	8%	USD \$688.00/mo
Fuel (operating) @ USD 3.07	38%	USD \$16.46/hr

Revised Date: 1st half 2020

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EquipmentWatch

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All prices shown in US dollars (\$)

April 23, 2020

Rental Rate Blue Book®

Komatsu PC210LCI-11
Crawler Mounted Hydraulic Excavators



Size Class:
21.1 - 24.0 MTons
Weight:
N/A

Configuration for PC210LCI-11

Bucket Capacity - Heaped 0.7 - 1.6 cu yd
Operating Weight 51555 lbs

Net Horsepower
Power Mode

105 hp
Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly USD \$48.74	Hourly USD \$96.13
Published Rates	USD \$2,340.00	USD \$2,335.00	USD \$585.00	USD \$88.00		
Adjustments						
Region (West Virginia 99.5%)	(USD \$41.70)	(USD \$11.68)	(USD \$2.82)	(USD \$0.44)		
Model Year (2020: 100%)						
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)					USD \$48.74	USD \$96.88
Total:	USD \$8,188.10	USD \$2,323.32	USD \$582.08	USD \$87.56		

Non-Active Use Rates

Standby Rate
Idling Rate

Hourly
USD \$23.57
USD \$68.36

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	USD \$3,055.80/mo
Overhaul (ownership)	48%	USD \$3,836.40/mo
CFC (ownership)	10%	USD \$834.00/mo
Indirect (ownership)	5%	USD \$500.40/mo
Fuel (operating) @ USD 3.07	44%	USD \$21.21/hr

Revised Date: 1st half 2020

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All prices shown in US\$

February 1, 2019

Rental Rate Blue Book®

MackNenous DSL 4X2 2500
On-Highway Water Tankers

Size Class:
To 150 HP
Weight:
10,500 lbs.

Configuration for DSL 4X2 2500

Power Mode Diesel Horsepower 150
Tank Capacity 2500 gal

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$2,000.00	\$560.00	\$140.00	\$21.00	\$20.75	\$32.11
Adjustments						
Region (West Virginia DOT: 99.8%)	(\$4.00)	(\$1.12)	(\$0.28)	(\$0.04)		
Model Year (1995: 51.7%)	(\$365.27)	(\$102.26)	(\$25.57)	(\$3.84)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)					\$20.75	\$36.02
Total:	\$1,630.73	\$456.80	\$114.15	\$17.12	\$20.75	\$36.02

Non-Active Use Rates

Standby Rate Hourly \$4.63
Idling Rate Hourly \$21.63

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	40%	\$980.00/mo
Overhaul (ownership)	31%	\$820.00/mo
CFC (ownership)	9%	\$180.00/mo
Indirect (ownership)	11%	\$220.00/mo
Fuel (operating) @ 3.27	50%	\$12.26/hr

Revised Date: 1st Half 2019

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All prices shown in US\$

February 1, 2019

Rental Rate Blue Book®

Finn B70
Trailer Mounted Mulchers

Size Class:
To 60 HP
Weight:
2,356 lbs.

Configuration for B70

Power Mode Diesel Horsepower 33.5

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 178 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$1,350.00	\$300.00	\$75.00	\$14.00	\$8.20	\$15.67
Adjustments						
Region (West Virginia DOT: 89.2%)	(\$10.50)	(\$3.04)	(\$0.76)	(\$0.11)		
Model Year (1990: 83%)	(\$227.65)	(\$64.08)	(\$16.02)	(\$2.35)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)					\$8.20	\$14.52
Total:	\$1,111.54	\$312.88	\$78.22	\$11.53		

Non-Active Use Rates

	Hourly
Standby Rate	\$3.15
Idling Rate	\$10.25

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	\$409.60/mo
Overhaul (ownership)	50%	\$575.00/mo
CFC (ownership)	6%	\$81.00/mo
Indirect (ownership)	7%	\$94.50/mo
Fuel (operating) @ 3.27	48%	\$3.93/hr

Revised Date: 1st Half 2019

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All prices shown in US\$

January 31, 2019

Rental Rate Blue Book®

Ford F-250
On-Highway Light Duty Trucks

Size Class
360 HP & Over
Weight
N/A

Configuration for F-250

Axle Configuration	4 X 4	Power Mode	Gasoline
Cab Type	Conventional	Horsepower	137 hp
Ton Rating	3 / 4		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$880.00	\$245.00	\$81.00	\$9.00	\$10.25	\$15.25
Adjustments						
Region (West Virginia DOT: 88.8%)	(\$1.76)	(\$0.48)	(\$0.12)	(\$0.02)		
Model Year (2008: 92.9%)	(\$82.36)	(\$17.35)	(\$4.22)	(\$0.64)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)						
Total:	\$815.88	\$227.15	\$66.56	\$8.34	\$10.25	\$14.69

Non-Active Use Rates

	Hourly
Standby Rate	\$2.32
Idling Rate	\$11.80

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$475.20/mo
Overhaul (ownership)	29%	\$255.20/mo
CFC (ownership)	7%	\$61.60/mo
Indirect (ownership)	10%	\$88.00/mo
Fuel (operating) @ 2.75	70%	\$7.16/hr

Revised Date: 1st Half 2019

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All prices shown in US\$

January 31, 2019

Rental Rate Blue Book®

Ford F-250
On-Highway Light Duty Trucks

Size Class
350 HP & Over
Weight
N/A

Configuration for F-250

Axis Configuration	4 X 4	Power Mode	Gasoline
Cab Type	Conventional	Horsepower	137 hp
Ton Rating	3 / 4		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$860.00	\$245.00	\$81.00	\$9.00	\$10.25	\$16.25
Adjustments						
Region (West Virginia DOT: 89.8%)	(\$1.75)	(\$0.48)	(\$0.12)	(\$0.02)		
Model Year (2012: 85.7%)	(\$37.78)	(\$10.51)	(\$2.62)	(\$0.39)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)					\$10.25	\$16.03
Total:	\$840.48	\$234.00	\$78.26	\$8.63		

Non-Active Use Rates

Standby Rate	Hourly	\$2.39
Idling Rate		\$11.94

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$475.20/mo
Overhaul (ownership)	29%	\$255.20/mo
CFC (ownership)	7%	\$61.60/mo
Indirect (ownership)	10%	\$88.00/mo
Fuel (operating) @ 2.75	70%	\$7.16/hr

Revised Date: 1st Half 2019

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All prices shown in US\$

January 31, 2019

Rental Rate Blue Book®

Miscellaneous 4X4 1/2 191 CREW GAS
On-Highway Light Duty Trucks

Size Class:
100 - 199 HP
Weight:
4,500 lbs.

Configuration for 4X4 1/2 191 CREW GAS

Axle Configuration	4X4	Power Mode	Gasoline
Horsepower	191	Cab Type	Crew
Ton Rating	1/2		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 178 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$745.00	\$210.00	\$53.00	\$6.00	\$13.00	\$17.23
Adjustments						
Region (West Virginia DOT: 29.8%)	(\$1.49)	(\$0.42)	(\$0.11)	(\$0.02)		
Model Year (2015: 99%)	(\$7.44)	(\$2.10)	(\$0.53)	(\$0.06)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)					\$13.00	\$17.18
Total:	\$734.07	\$207.48	\$52.38	\$7.99		

Non-Active Use Rates

	Hourly
Standby Rate	\$2.03
Idling Rate	\$14.16

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$402.30/mo
Overhaul (ownership)	29%	\$218.05/mo
CFC (ownership)	7%	\$52.15/mo
Indirect (ownership)	10%	\$74.60/mo
Fuel (operating) @ 2.75	77%	\$9.85/hr

Revised Date: 1st Half 2019

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EquipmentWatch

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All prices shown in US\$

January 31, 2019

Rental Rate Blue Book®

Ford F-350 SD
On-Highway Light Duty Trucks

Size Class:
300 HP & Over
Weight
N/A

Configuration for F-350 SD

Ads Configuration	4 X 4	Power Mode	Gasoline
Cab Type	Crew	Horsepower	300 hp
Ton Rating	1		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$940.00	\$265.00	\$88.00	\$10.00	\$19.70	\$25.04
Adjustments						
Region (West Virginia DOT: 89.8%)	(\$1.82)	(\$0.53)	(\$0.13)	(\$0.02)		
Model Year (2017: 89.3%)	(\$8.57)	(\$1.85)	(\$0.48)	(\$0.07)		
Adjusted Hourly Ownership Cost (100%)						
Hourly Operating Cost (100%)					\$19.70	\$24.89
Total:	\$931.55	\$262.62	\$85.41	\$9.81		

Non-Active Use Rates

Standby Rate	Hourly	\$2.66
Idling Rate		\$20.97

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	54%	\$507.60/mo
Overhaul (ownership)	20%	\$272.60/mo
CFC (ownership)	7%	\$65.60/mo
Indirect (ownership)	10%	\$94.00/mo
Fuel (operating) @ 2.75	80%	\$15.60/hr

Revised Date: 1st Half 2019

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All prices shown in US\$

February 19, 2018

Adjustments for Ralph R Pickup in All Saved Models

Miscellaneous 4X2 1/2 143 CONV GAS
On-Highway Light Duty Trucks

Size Class:
100 - 199 HP
Weight:
N/A

Configuration for 4X2 1/2 143 CONV GAS

Axle Configuration	4X2	Power Mode	Gasoline
Horsepower	143	Cab Type	Conventional
Ton Rating	1/2		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$600.00	\$170.00	\$43.00	\$6.00	\$8.50	\$12.21
Adjustments						
Region (Ohio DOT 100.2%)	\$1.20	\$0.34	\$0.09	\$0.01		
Model Year (2013: 87%)	(\$15.04)	(\$5.11)	(\$1.29)	(\$0.18)		
Ownership (100%)						
Operating (100%)					\$8.50	\$12.11
Total:	\$583.16	\$165.23	\$41.50	\$5.83		

Non-Active Use Rates

	Hourly
Standby Rate	\$1.68
Idling Rate	\$9.69

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	\$338.00/mo
Overhaul (ownership)	20%	\$174.00/mo
GFC (ownership)	5%	\$30.00/mo
Indirect (ownership)	10%	\$60.00/mo
Fuel (operating) @ 2.35	72%	\$6.38/hr

Revised Date: 1st Half 2018

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for MATT POWELL (matt.powell@bitonwv.com)

PROJECT: Upper Decker Creek Site #1
WORK: Concrete Activity Delay Costs

[illegible]

MODULAR BUILDINGS
800-297-7270

E I V E

BUILDING CONSULTANTS OF WEST VIRGINIA, INC

P.O. Box 606 • Po
586-5379 • 1-800-297-7270 •
Send Payments to 1800 Lorain

By

Page

Bill To: 0000792
Triton Construction Inc
P.O. Box 1360
Saint Albans, WV 25177

Ship To Address:

Triton Construction Inc.
Upper Deckers Creek Dam
Reedsville, WV 26547

Rental Invoice

Invoice Number: 0053639

Invoice Date 1/28/2019

Billing Cycle

2/28/2019 3/28/2019

Contract No R003863

Contract Date 04/16/2018

Salesperson JOH

Customer PO:	Ship Via:	F.O.B.	Terms: PAYABLE UPON RECEIPT	
Item Number	On Rent		Unit Price	Extension
553	1		255 00	255 00
97-1700		Product: 1050		
Billed from 2/28/2019	3/28/2019			
STEPS	2		25 00	50 00
Steps		Product: STEP		
Billed from 2/28/2019	3/28/2019			

17.17
57.1
to be paid 2/28/19

Net Invoice	305 00
Sales Tax	18 30
Invoice Total:	323.30
Amount Due:	323.30

PLEASE MAKE CHECK PAYABLE TO
MODULAR BUILDING CONSULTANTS OF WEST VIRGINIA, INC

A FINANCE CHARGE OF 21% PER YEAR (1.75% per month) WILL BE ADDED TO BALANCES AFTER 30 DAYS

RECEIVED

Bill
To: TRITON CONSTRUCTION INC
P O BOX 1360
ST ALBANS, WV 25177

Ship
To JOB-65158
UPPER DECKERS CREEK SITE 1
MICHAEL DAETWYLER
UPPPER DECKERS CREEK STRUCTURE
NUMBER ONE DAM
INDEPENDENCE, WV 26374

PO No.	Order No.	Date	Ship To
		12/03/18	UPPER DECKERS CREEK SITE 1

12/03/18
12/03/18
12/03/18
12/03/18
12/03/18
12/03/18
12/03/18
12/03/18
12/03/18

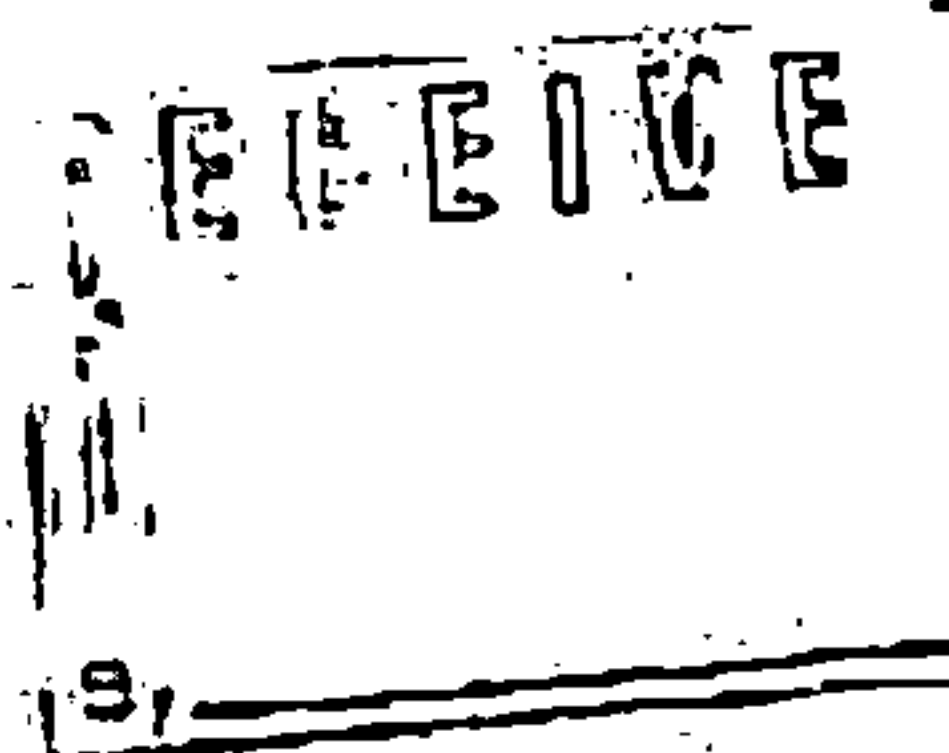
17.17
18.13

ECC

Job Site
8

Office: 304 759-7700 Cell: 301-541 2400





4 WEEK BILLING
INVOICE
159865780-001



Customer # :
Invoice Date :
Date Out :
Billed Through :
OR Job Loc : EL ROA
OR Job # : 111
Customer Job ID :
P.O. # : 1717
Ordered By : GREG FERRI
Reserved By : BRIAN GROVES
Salesperson : JEFFREY DALRYM. LE

541-2100

Invoice Amount: \$1,363.75

4 Week

1080

17.17

17.4

93187

TRITON CONSTRUCTION
INC

PROJECT: Upper Decker Creek Site #1
WORK: Concrete Activity Delay Costs

SUBCONTRACTOR SUMMARY

		AMOUNT
Golden Triangle-Plant Rental	\$	42,684.96

TOTAL SUBCONTRACTOR \$ 42,684.96

Golden Triangle Construction Company
6355 Old Roundtop Rd
Spring, PA 15326

Job: Upper Deckers Creek Dam
GT Job #: 8
Owner: SR
PR Date: 3/13/2020

Item Number	Unit	Quantity	Description	QTY	Unit	Unit Price	Previous QTY to Date	QTY this Estimate	Total QTY To Date	Unit Price Estimate	Amount To Date	% Complete
10	10	10.0	ACQUISITION AND CONSTRUCTION	1	LS							
11	11	11.0	Excavation	75	CY							
12	12	12.0	Gravel Aggregate for RCC	27500	CY							
13	13	13.0	Gravel Aggregate for RCC	26000	CY							
14	14	14.0	Concrete for Retaining Concrete	2750	CY							
15	15	15.0	Concrete for Retaining Concrete	2750	CY							
16	16	16.0	Concrete for Retaining Concrete	2750	CY							
17	17	17.0	Concrete for Retaining Concrete	2750	CY							
18	18	18.0	Concrete for Retaining Concrete	2750	CY							
19	19	19.0	Concrete for Retaining Concrete	2750	CY							
20	20	20.0	Concrete for Retaining Concrete	2750	CY							
21	21	21.0	Concrete for Retaining Concrete	2750	CY							
22	22	22.0	Concrete for Retaining Concrete	2750	CY							
23	23	23.0	Concrete for Retaining Concrete	2750	CY							
24	24	24.0	Concrete for Retaining Concrete	2750	CY							
25	25	25.0	Concrete for Retaining Concrete	2750	CY							
26	26	26.0	Concrete for Retaining Concrete	2750	CY							
27	27	27.0	Concrete for Retaining Concrete	2750	CY							
28	28	28.0	Concrete for Retaining Concrete	2750	CY							
29	29	29.0	Concrete for Retaining Concrete	2750	CY							
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93	93	93.0	Concrete for Retaining Concrete	2750	CY							
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96	96	96.0	Concrete for Retaining Concrete	2750	CY							
97	97	97.0	Concrete for Retaining Concrete	2750	CY							
98	98	98.0	Concrete for Retaining Concrete	2750	CY							
99	99	99.0	Concrete for Retaining Concrete	2750	CY							
100	100	100.0	Concrete for Retaining Concrete	2750	CY							

Total To Date
Previous Est
Total Cost

Exhibit G



P.O. BOX 1360, ST. ALBANS, WV 25177
P (304) 759-3100 F (304) 758-2200

June 11, 2020

West Virginia Conservation Agency
Monongahela Conservation District
201 Scott Avenue
Morgantown, WV 26508

Attn: Art Mouser
Contracting Officer

RE: Upper Deckers Creek Site 1 Rehabilitation Project
MCD-2107-4-14
Triton Construction, Inc. Project #17.17
2019 Additional Dewatering Delays-Modification Request

Dear Mr. Mouser:

On June 28, 2019 Triton notified the Monongahela Conservation District (MCD) of potential cost and schedule impacts to the project due to the directive for us to drill into the dam embankment in order to provide additional dewatering measures. This directive was in clear contradiction to the Construction Specification (CS) 11.8.b.4 and CS11.8.b.7. and was originally discussed at an in-person meeting on March 13, 2019, at NRCS' Morgantown office. Triton is hereby considering the project specifications defective per Contract Provision 31 paragraph (h). The directive and associated enhancements to the previously approved dewatering plan, resulted in a significant project delay (210 days). Changes to the dewatering plan also resulted in increased direct and indirect costs to Triton and its associates. No response to the June 28, 2019 letter was provided by MCD or its agents, nor was any attempt made to mitigate these delays and associated costs.

Construction Specification 11.8.b.4 states that the project shall dewater the site to a minimum depth of three feet below the proposed foundation grades. This requirement was not met in ten locations: piezometer GF7S, and Observation Wells 3 thru 11. The foundation areas were ultimately dewatered through a series of in-excavation sumps, which was also prohibited by Construction Specification 11. Additional dewatering wells, foundation sand wells, well points and observation wells were installed within the limits of excavation in 2019. A total of 48 wells were installed in 2019, in locations prohibited by Construction Specification 11. All of the above items are prohibited by Construction Specification 11, which further demonstrates a defective specification condition with the project. Three items of Construction Specification 11 were defective:

- 1) Dewatering to a depth of 3' below proposed foundation grades was not achieved
- 2) Dewatering the project through use of sumps was prohibited
- 3) Installation of wells within the limits of excavation was prohibited

Equal Opportunity Employer

The project completion date was affected by 210 days as a result of the defective specifications in the 2019 construction season. The schedule update dated January 22, 2019, showed a completion date of October 28, 2019. Contract Modification #7 stated the project completion date was November 1, 2019. Triton provided notice of substantial completion on May 28, 2020, showing a 210 Day delay.

Triton is hereby requesting a contract modification in the amount of **\$2,916,756.13** as a result of the defective specifications. The attached cost summaries detail all expenses incurred and are listed below:

1) Moretrench Costs of Revised Drilling Plan	\$239,535.39
2) Triton Well Drilling Support Costs	\$3,775.18
3) Additional Generator/Transfer Switch/Autodialler	\$12,328.36
4) Additional E&S Items (7 Months)	\$135,231.06
5) Golden Triangle Additional Costs	\$585,923.22
6) WVDEP Permit Re-Application and Changes	\$10,744.55
7) Riser Structure Dewatering Sump	\$9,188.32
8) Toe Drain Exploration and Sump Install	\$12,788.40
9) Foundation Sand Wells-Installed by Triton	\$82,398.84
10) Well Point System	\$41,846.99
11) Winter Curing of RCC	\$481,461.89
12) Soil Drying	\$81,939.37
13) On Site Borrow Site Development	\$141,555.65
14) <u>Extended Field Overhead and Idle Equipment</u>	<u>\$1,078,038.91</u>

TOTAL

\$2,916,756.13

This costs for this Modification Request detailed above, is for the period from March 13, 2019 to the completion of the project. Triton is also requesting a time extension of 210 days, from November 1, 2019 to the date of substantial completion, May 28, 2020.

If you have any questions or comments regarding this matter, feel free to contact me at (304) 755-1401.

Sincerely,



Chris Apperson
Vice President

Exhibit H

Contract Receivables Report
AS OF: 10/26/2020
17.17 DECKERS CREEK DAM
LONGCO01 MONONGAHELA CONSERVATION D

Contract Amount: 7,970,000.00

Invoice No	Estimate No	Description	Invoice Date	Paid	Amount Invoiced	Amount Received	Balance Due	Retainage	Net Receivable
1857	1	Estimate 1	1/1/2018	2/26/2018	147,993.09	147,993.09	0.00		0.00
1928	2	Estimate 2	2/28/2018	4/30/2018	94,960.61	94,960.61	0.00		0.00
1929	3	Estimate 3	2/28/2018	4/30/2018	66,157.53	66,157.53	0.00		0.00
1940	4	Estimate 4	3/31/2018	5/8/2018	135,871.74	135,871.74	0.00		0.00
1975	5	Estimate 5	4/30/2018	6/14/2018	160,469.78	160,469.78	0.00		0.00
2007	6	Estimate 6	5/31/2018	7/16/2018	290,786.21	290,786.21	0.00		0.00
2057	7	Estimate 7	7/1/2018	9/28/2018	303,578.09	303,578.09	0.00		0.00
2187	8	Estimate 8	8/15/2018	5/6/2019	175,618.44	175,618.44	0.00		0.00
2197	9	Estimate 9	10/2/2018	5/6/2019	208,760.07	208,760.07	0.00		0.00
2205	10	Estimate 10	10/15/2018	5/6/2019	148,907.71	148,907.71	0.00		0.00
2244	11	Estimate 11	10/31/2018	5/6/2019	151,410.70	118,941.87	32,468.83		32,468.83
2274	12	Estimate 12	11/30/2018	3/4/2019	121,493.83	52,930.54	68,563.29		68,563.29
2432	13	Estimate 13	12/31/2018	5/6/2019	204,130.43	204,130.43	0.00		0.00
2525	14	Estimate 14	4/30/2019	7/16/2019	438,667.96	394,801.17	43,866.79		43,866.79
2590	15	Estimate 15	6/1/2019	9/4/2019	162,973.81	146,676.43	16,297.38		16,297.38
2591	16	Estimate 16	6/30/2019	9/11/2019	209,880.89	188,892.81	20,988.08		20,988.08
2592	17	Estimate 17	7/31/2019	10/23/2019	187,564.74	168,735.78	18,828.96		18,828.96
2667	18	Estimate 18	8/31/2019	12/10/2019	300,094.19	260,065.35	40,028.84		40,028.84
2716	19	Estimate 19	9/30/2019	1/10/2020	493,494.94	316,991.06	176,503.88		176,503.88
2752	20	Estimate 20	10/31/2019	1/24/2020	853,417.57	745,034.51	108,383.06		108,383.06
2774	21	Estimate 21	11/30/2019	2/24/2020	877,470.98	596,875.66	280,595.32		280,595.32
2812	22	Estimate 22	12/31/2019	3/17/2020	436,994.47	714,254.42	-277,259.95		-277,259.95
2851	23	Estimate 23	2/29/2020	4/13/2020	714,526.15	694,203.39	20,322.76		20,322.76

Contract Receivables Report

AS OF: 10/26/2020

17.17 DECKERS CREEK DAM
LONGCO01 MONONGAHELA CONSERVATION D

Contract Amount: 7,970,000.00

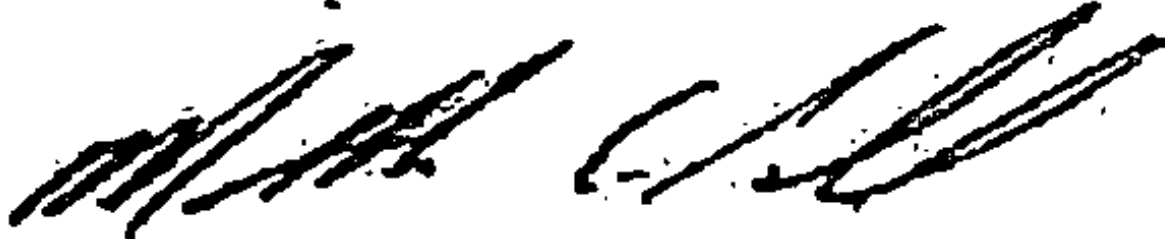
Invoice No	Estimate No	Description	Invoice Date	Paid	Amount Invoiced	Amount Received	Balance Due	Retainage	Net Receivable
2906	24	Estimate 24	3/31/2020	5/14/2020	393,138.83	317,159.98	75,978.85		75,978.85
2933	25	Estimate 25	4/23/2020	7/2/2020	841,046.20	323,849.58	517,196.62		517,196.62
2981	26	Estimate 26	5/31/2020		-48,150.00	0.00	-48,150.00		-48,150.00
2982	26	Estimate 26	5/31/2020		-158,285.95	0.00	-158,285.95		-158,285.95
3019	RET	Estimate RET	6/29/2020	7/23/2020	605,886.59	486,436.50	119,450.09		119,450.09
3020	RET	Estimate RET	6/29/2020		0.00	0.00	0.00	119,450.00	-119,450.00
					8,518,859.60	7,463,082.75	1,055,776.85	119,450.00	936,326.85
Grand Total:					8,518,859.60	7,463,082.75	1,055,776.85	119,450.00	936,326.85

Contractor's Application for Payment No.		26
	Application Period: 04/24/20 to 06/5/20	Application Date: 06/05/20
To (Owner): Monongahela Conservation District 201 Scott Ave, Morgantown, WV 26508	From (Contractor): Triton Construction	Via (Engineer): Gannett Fleming, Inc. Harrisburg, PA
Project: Rehabilitation of Upper Deckers Creek Site #1	Contract: MCD 2017-04-14 UDC Site 1 Rehab	
MCD 2017-04-14 UDC SITE 1 Owner's Contract No.: REHAB	Contractor's Project No.: 17.17	Engineer's Project No. 61371

Application For Payment
Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$	\$7,970,000.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$	\$588,825.00
Modification #03		\$11,175.00	3. Current Contract Price (Line 1 ± 2).....	\$	\$8,558,825.00
Modification #07	\$600,000.00		4. TOTAL COMPLETED AND STORED TO DATE		
			(Column F on Progress Estimate).....	\$	\$8,518,859.60
			5. RETAINAGE:		
			a. X Work Completed.....	\$	\$605,886.59
			b. X Stored Material.....	\$	
			c. Total Retainage (Line 5a + Line 5b).....	\$	\$605,886.59
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$8,518,859.60
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$7,582,532.84
			8. AMOUNT DUE THIS APPLICATION.....	\$	\$936,326.76
			9. BALANCE TO FINISH, PLUS RETAINAGE		
			(Column G on Progress Estimate + Line 5 above).....	\$	\$605,886.60
TOTALS	\$600,000.00	\$11,175.00			
NET CHANGE BY CHANGE ORDERS	\$588,825.00				

Contractor's Certification
The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective

By:  6/5/20

Payment of: \$ 936,326.76 (Line 8 or other - attach explanation of the other amount)

is recommended by: (Engineer) (Date)

Payment of: \$ 936,326.76 (Line 8 or other - attach explanation of the other amount)

is approved by: (Owner) (Date)

Approved by: Funding Agency (if applicable) (Date)

Progress Estimate

Contractor's Application

For (contract): Manongahela Conservation District - MCD 2017-04-14 UDC Site 1 Rehab / Gannet Fleming 061377							Application Number: 26						
Application Period: April 24 , 2020 - June 5, 2020							Application Date: 06/05/20						
A			B			Work Completed				E	F		G
Item			Scheduled Value			C		D		Materials Previously Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	(F/B)	Balance to Finish (B - F)
Bid Item No	Description					From Previous Application (C+D)	This Period						
			QTY	Unit Price	\$ Amount	QTY	Value	QTY	Value				
1 / CS.01	Clearing	AC	11.5	\$20,000.00	\$10,000.00	100%	\$10,000.00				\$10,000.00	100.0%	
2 / CS.03	Structure Removal	LS	1.00	\$20,000.00	\$20,000.00	100%	\$20,000.00				\$20,000.00	100.0%	
3 / CS.05	Pollution Control Plan	LS	1.00	\$70,000.00	\$70,000.00	100%	\$70,000.00				\$70,000.00	100.0%	
4 / CS.05	Temporary Fertilizer	LB	1,000	\$1.00	\$1,000.00	100%	\$1,000.00				\$1,000.00	100.0%	
5 / CS.05	Temporary Seeding - Seed Mixture I	LB	60	\$12.00	\$720.00	100%	\$720.00				\$720.00	100.0%	
6 / CS.05	Temporary Seeding - Seed Mixture B	LB	140	\$10.00	\$1,400.00	100%	\$1,400.00				\$1,400.00	100.0%	
7 / CS.05	Temporary Reservoir Seeding - Seed Mixture II	LB	2,820	\$5.00	\$14,100.00	99.10%	\$14,000.00				\$14,000.00	99.3%	\$109.00
8 / CS.05	Temporary Straw Mulch	TN	60	\$320.00	\$19,200.00	76.10%	\$6,979.20				\$6,979.20	76.4%	\$12,220.80
9 / CS.05	Construction & Maintenance of Access Roads	LS	1.00	\$575,000.00	\$575,000.00	100%	\$575,000.00				\$575,000.00	100.0%	
10 / CS.05	Sediment Trap	EA	1.00	\$75,000.00	\$75,000.00	100%	\$75,000.00				\$75,000.00	100.0%	
11 / CS.05	Sediment Trap Cleanout	EA	1.00	\$700.00	\$2,800.00								\$2,800.00
12 / CS.05	Temporary Slope Pipe	LS	1.00	\$9,000.00	\$9,000.00								\$9,000.00
12B / CS.05	5" Compost Filter Sock (Installed)	LF	900.00	\$2.12	\$1,908.00	100%	\$1,908.00				\$1,908.00	100.0%	
12B / CS.05	5" Compost Filter Sock (Removed)	LF	900.00	\$0.53	\$477.00			900.00	\$477.00		\$477.00	100.0%	
13 / CS.05	Seeding & Mulching	AC	7.1	\$3,500.00	\$11,350.00	100.00%	\$11,350.00				\$11,350.00	100.0%	
14 / CS.05	Erosion Control Matting for Steep Slopes	SY	9,390	\$1.55	\$14,492.50	100%	\$14,492.50				\$14,492.50	100.0%	
15 / CS.07	Surveys	LS	1.00	\$160,000.00	\$160,000.00	100%	\$160,000.00				\$160,000.00	100.0%	
16 / CS.08	Mobilization and Demobilization	LS	1.00	\$390,000.00	\$390,000.00	100.00%	\$390,000.00				\$390,000.00	100.0%	
17 / CS.11	Dewatering the Construction Site	LS	1.00	\$1,500,807.50	\$1,500,807.50	78.20%	\$581,085.72	0.61	\$919,717.76		\$1,500,807.50	100.0%	
18 / CS.11	Diverting Surface Water	LS	1.00	\$900,000.00	\$900,000.00	100.00%	\$900,000.00				\$900,000.00	100.0%	
19 / CS.21	Excav. Riser Structure Foundation, Unclassified	CY	653	\$11.00	\$7,205.00	100%	\$7,205.00				\$7,205.00	100.0%	(\$49.50)
20 / CS.21	Excavation, Unclassified	CY	50,210	\$5.00	\$251,050.00	98.00%	\$245,985.00				\$245,985.00	98.0%	\$5,065.00
21 / CS.23	Compacting Structure Backfill	LS	1.00	\$80,000.00	\$80,000.00	100%	\$80,000.00				\$80,000.00	100.0%	
22 / CS.23	Earthfill, Approved Class A	CY	27,988	\$5.00	\$139,940.00	24533.00	\$122,665.00				\$122,665.00	87.7%	\$17,275.00
23 / CS.23	Earthfill , Random Class C	CY	17,710	\$4.50	\$79,695.00	21165.00	\$95,242.50				\$95,242.50	119.5%	(\$15,547.50)

[illegible]