



State of West Virginia
Request For Quotation

Procurement Folder : 173808

Document Description : BITUMINOUS ASPHALT - MATERIAL, DELIVERY & LABOR, BY VENDOR

Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2016-02-19	2016-02-24 14:30:00	ARFQ 0803 DOT1600000013	5	Final

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON US	Vendor Name, Address and Telephone West Virginia Paving, Inc. 2950 Charles Ave. Dunbar, WV 25064 304-768-9733

FOR INFORMATION CONTACT THE

Angela Moorman
(304) 558-9427
angie.j.moorman@wv.gov



Signature X

Peter Bushova

FEIN # 55-0570769

DATE 02/24/2016

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	BITUMINOUS ASPHALT - MATERIAL, DELIVERY & LABOR,				

Commodity Code	Manufacturer	Model #	Specification
30121601			

Extended Description
BITUMINOUS ASPHALT - MATERIAL, DELIVERY & LABOR, BY VENDOR

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Technical Questions Due	2016-02-05

DOT1600000013	Document Phase Final	Document Description BITUMINOUS ASPHALT - MATERIAL, DELIVERY & LABOR, BY VENDOR	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

AGENCY SOLICITATION NUMBER – ARFQ DOT1600000013
Addendum Number: 1

The Purpose of this addendum is to modify the solicitation identified as ("Agency Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specification of product or service being sought
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

**To answer vendor posed question. See attached.
No other changes.**

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provision of the Agency Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Agency Solicitation by completing an Addendum Acknowledgement, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Bituminous Asphalt -- Materials, Delivery and Labor by Vendor.
Addendum #1 ARFQ DOT1600000013

To answer vendor posed question:

Question #1 I have a question concerning prevailing wages. In the Specifications item #10, there is ambiguous language concerning prevailing wages. It appears to state that prevailing wages do not apply, but then implies that prevailing wages may apply. I have attached this portion of the solicitation. Could you please clarify if prevailing wages apply to this solicitation or not.

Response #1 Section 10. Prevailing Wage contains legal language placed in all labor related contracts for the Maintenance Division. As this section states, the cost of this contract will not be ascertainable at the time the contract is awarded (*as it is an open-end contract*), Senate Bill No. 361 does not require payment of the Prevailing Wage under this contract.

AGENCY SOLICITATION NUMBER – ARFQ DOT1600000013
Addendum Number: 2

The Purpose of this addendum is to modify the solicitation identified as (“Agency Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specification of product or service being sought
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

To answer vendor posed question.

To provide a revised Pricing Page/E-Catalog Spreadsheet with additional Contract Line Items.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provision of the Agency Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Agency Solicitation by completing an Addendum Acknowledgement, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Bituminous Asphalt -- Materials, Delivery and Labor by Vendor.
Addendum #2 ARFQ DOT1600000013

To answer vendor posed question:

Question #1 Items AR - Ultra-Thin and AQ - High Performance Thin Mix appear to be materials you want in-place (paved) but they do not include any quantities or quantity ranges as the other material types. The specification for the High Performance mix also requires use of a Material Transfer Devise so this item would needs its own bid item, I think, for laydown.

Response #1 The Pricing Pages/E-Catalog Spreadsheet has been revised to include quantity ranges for Contract Item AQ - Asphalt High Performance thin Overlay, Contract Item AR - Ultra-Thin Asphalt Overlay and Contract Item AS - Fine Milling of Asphalt Pavement Surfaces.

Regarding a Material Transfer Devise bid item, according to Section 496.9.11 of Special Provision 496 (page 6), the Materials Transfer Vehicle shall be included in the special provision and no additional Contract Line Item is needed.

Question #2 Item AS - Fine Milling does not include a quantity or ranges for quantity. Should there be quantities for these products?

Response #2 Please see Response #1.

PLEASE NOTE: When any quantity of Contract Line Items, AQ, AR and AS are requested, no Lay Down of Materials, Contract Line Items, W1, W2, W3 or W4 shall be requested. Vendor shall provide pricing inclusive of lay down service for Contract Line Items, AQ, AR and AS for all quantities.

AGENCY SOLICITATION NUMBER – ARFQ DOT1600000013
Addendum Number: 3

The Purpose of this addendum is to modify the solicitation identified as ("Agency Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specification of product or service being sought
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

To provide additional information and comments.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provision of the Agency Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Agency Solicitation by completing an Addendum Acknowledgement, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Bituminous Asphalt -- Materials, Delivery and Labor by Vendor.
Addendum #3 ARFQ DOT1600000013

To provide additional information and comments:

- Comment #1 Please add Contract Items AQ - SP496 Asphalt High Performance Thin Overlay and AR - Ultra-thin Asphalt Overlay to Section 4.1 Price Adjustment of Asphalt Cement, of the contract specifications adjustment table, at the AC (Average Asphalt Content) adjustment of 7.6.
- Comment #2 Please add Contract Items AQ - SP496 Asphalt High Performance Thin Overlay and AR - Ultra-thin Asphalt Overlay to Section 4.2 Price Adjustment of Fuel Oil No. 2 (Diesel Fuel), of the contract specifications.
- Comment #3 Hauling for Contract Item AQ - SP496 Asphalt High Performance Thin Overlay and AR - Ultra-thin Asphalt Overlay shall be a separate bid item and not included in the combined material and laydown price. Vendors shall use Section 3.2.7 Haul by Vendor, of the contracts specifications, accordingly.
- Comment #4 There shall be no new bid items or surcharge added to cover Performance Graded Tack Coat for use with SP496. The vendor shall consider this as incidental to the item and shall include any potential additional costs in their bid price.

AGENCY SOLICITATION NUMBER – ARFQ DOT1600000013
Addendum Number: 4

The Purpose of this addendum is to modify the solicitation identified as ("Agency Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specification of product or service being sought
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

To provide additional information and comments.
To provide a new Pricing Page/E-Catalog titled REVISED VERSION 3.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provision of the Agency Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Agency Solicitation by completing an Addendum Acknowledgement, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Bituminous Asphalt -- Materials, Delivery and Labor by Vendor
Addendum #4 ARFQ DOT1600000013

To provide additional information and comments:

- Comment #1 Section 3.2.8 of the contract specifications, first sentence currently reads: "Item W shall provide lay down services for materials items A through O."
Please revise this sentence to read: "Item W1, W2, W3 and W4 shall provide lay down services for materials items A through O and item AR1."
- Comment #2 On the Pricing Page/E-Catalog, for all Districts, Line Items W1, W2, W3 and W4 currently includes laydown for Items A through O. Please add laydown for Item AR1.
- Comment #3 Add Section 3.2.21.3.1 to the contract specifications as:
Section 496 Non Tracking Tack: Item AT, shall be an approved product from an approved source on the MCS&T Division Approved Source/Product Listing for Bituminous Materials (reference site: <http://www.transportation.wv.gov/highways/mcst/Pages/default.aspx>) and shall meet the recommended requirements of the supplier unless otherwise specified by the WVDOH.
- Comment #4 On the Pricing Page/E-Catalog, Line Item AT has been added for Non Tracking Tack at the gallon unit of measure for SP496.
- Comment #5 Previous Addendum #3, Comment #4 commented that there shall be no new bid items or surcharge added to cover Performance Graded Tack coat for use with SP496. With the addition of Item AT for Non Tracking Tack for SP496, Comment #4 from Addendum #3 shall be disregarded.
- Comment #6 Add Section 3.2.21.3.2 to the contract specifications as:
Section 496 Laydown of Material: Item AU1 shall provide lay down services for material Item AQ1. Any costs associated with the Material Transfer Device shall be included in the vendor's bid price for laydown. Laydown shall be provided by the Vendor at projects designated by the WVDOH District Engineer.

NOTE: Item AQ1 shall be PG 76 minus 22 – ordered in 300 ton increments.
NOTE: Item AU1 shall be requested at 300 tons or greater.
- Comment #7 Section 3.2.21.5 Section 497 of the contract specifications shall only pertain to Fine Milling of Asphalt Pavement Surfaces. Micro-milling will not be included in this contract.
- Comment #8 On the Pricing Page/E-Catalog, for all Districts, Line Items AS1, AS2, AS3, AS4, AS5 and AS6 shall only pertain to Fine Milling of Asphalt Pavement Surfaces. Micro-milling will not be included in this contract.
- Comment #9 Section 12.3 of the contract specifications, the first sentence currently reads: "Separate invoices must be submitted for Items A through R and for Items S through AS."
Please revise this sentence to read: "Invoices for materials, Items A through R and Items AQ, AR and AT, must be submitted separately from the laydown, Items S through AN and Item AS and AU."

NOTE: Vendor shall use the Pricing Page/E-Catalog titled REVISED VERSION 3 when submitting their bid pricing.

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS
(Agency Delegated Procurements Only)**

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

4. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

5. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

6. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

7. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

8. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

13. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

14. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

15. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on Award _____ and extends for a period of one year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 24 months in total. Automatic renewal of this Contract is prohibited.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ successive one year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total.

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

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00 or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Agency.

- Contractor's License
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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

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

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____ for _____ . This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

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

12. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

15. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

17. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

18. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

19. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

20. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

21. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

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

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

24. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

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

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

27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

29. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

30. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.

31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

35. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or

losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

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

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

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

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.
For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of

domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: West Virginia Paving, Inc.

Contractor's License No. WV001429

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drugfree workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:
(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

5. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.

a. Required Information. The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
- iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable

b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending

Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

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

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

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

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

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

4. AIA DOCUMENTS: Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.



West Virginia Paving, Inc.

(Company)

Robert Brookover Robert Brookover-Vice President

(Authorized Signature) (Representative Name, Title)

304-768-9733 Fax 304-768-9351 02/24/2016

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

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

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

West Virginia Paving, Inc.

Company



Authorized Signature

02/24/2016

Date



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

REQUEST FOR QUOTATION
Bituminous Asphalt
Materials, Delivery and Labor by the Vendor, ONLY

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end contract for Bituminous Asphalt for use on preventive maintenance and repair projects throughout the state of West Virginia which includes materials, delivery and labor, by the Vendor, to a WVDOH project site.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.2.
 - 2.2 **“Pricing Pages/E-Catalog Spreadsheet”** means the schedule of prices attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services.
 - 2.4 **“WVDOH”** used throughout this Solicitation means the West Virginia Division of Highways.
 - 2.5 **“Hot Mix Asphalt”, “HMA”, “Warm Mix Asphalt” and “WMA”** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as modified by all subsequent annual Supplemental Specifications, shall mean Bituminous Asphalt and shall be referenced as **“Asphalt”** throughout this Solicitation.
 - 2.6 **“Contractor” or “Vendor”** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as modified by all subsequent annual Supplemental Specifications are interchangeable.
 - 2.7 **“Standard Specs”** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as modified by all subsequent annual Supplemental Specifications.

REQUEST FOR QUOTATION
Bituminous Asphalt
Materials, Delivery and Labor by the Vendor, ONLY

3. GENERAL REQUIREMENTS:

- 3.1** The following sections of the Standard Specs, but not limited to, shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.12, 107.14, 107.15, 107.16, 107.19, 107.20, 107.23, 108.3, 108.5, 108.6, 108.7, 108.8, 109.1, 109.2, 109.9, 109.10, 109.20, 401.4.2.1, 401.9.3, 401.9.7, 401.10.1, 408 and 636.

A complete hard-copy of these Standard Specs may be obtained from:

West Virginia Division of Highways
Contract Administration Division
Building 5, Room 722
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305
(Phone) 304-558-2885

An electronic copy of these Standard Specs may be obtained by sourcing:

<http://www.transportation.wv.gov/highways/Contractadmin/specifications/2010StandSpec/Pages/default.aspx>

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.2.1 Materials: Items A through O on the Pricing Sheet are considered Materials. Materials from this contract SHALL ONLY be purchased when delivery by the Vendor and labor by the Vendor are required on a Delivery Order.

3.2.2 There shall be no Item P for this contract.

3.2.3 Performance Grade Binder: Items Q and R are surcharges to compensate the Vendor for supplying Asphalt when the referenced binder is substituted for the standard binder.

3.2.4 Excavation for Shoulder Paving: Item S work shall consist of removing existing shoulder material for a length and width as directed by the WVDOH District Engineer in two inch (2") vertical increments. Cost of loading, hauling and disposing of the excavated materials shall be included in the bid price for this item.

REQUEST FOR QUOTATION
Bituminous Asphalt
Materials, Delivery and Labor by the Vendor, ONLY

- 3.2.5 Asphalt Base I Shoulder Paving:** Item T is a surcharge for work performed to pave road shoulders consisting of installing and compacting Asphalt Base I to the elevation of the existing pavement in the shoulder that is to be paved. NOTE: Asphalt Base I will be paid as Item A. The Hauling of Asphalt Base I will be paid for with Item V. The Lay Down will be paid for with Item W. The Excavation will be paid for with Item S.
- 3.2.6 Asphalt Base II Shoulder Paving:** Item U is a surcharge for work performed to pave road shoulders consisting of installing and compacting Asphalt Base II to the elevation of the existing pavement in the shoulder that is to be paved. NOTE: Asphalt Base II will be paid as Item C. The Hauling of Asphalt Base II will be paid for with Item V. The Lay Down will be paid for with Item W. The Excavation will be paid for with Item S.
- 3.2.7 Haul by Vendor:** Item V is the distances allowed for haul costs which will be over suitable routes selected by the WVDOH District Engineer that will provide the lowest total cost to the WVDOH and shall be measured from the Vendor's plant location, which shall be identified on the Information Attachment form, to the WVDOH's mid-point of the project utilizing the WVDOH Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each WVDOH District office and the WVDOH Central Office. WVDOH will determine the route to be taken due to bridge and/or road restrictions which shall have acceptable load limits for both roads and bridges.
- Out-of-state delivery route mileage will be calculated by the WVDOH, the shortest route, by utilizing "Google Earth" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Straight Line Diagrams will be sourced to the WVDOH mid-point of the projection location.
- Haul by Vendor will only be requested in combination with other awarded items.
- 3.2.8 Lay Down of Materials:** Item W shall provide lay down services for materials items A through O. Lay Down shall be provided by the Vendor at projects designated by the WVDOH District Engineer. When directed in the Delivery Order, the Lay Down contractor shall construct the Asphalt Lay Down with a safety edge at no additional cost to the WVDOH.

REQUEST FOR QUOTATION
**Bituminous Asphalt
Materials, Delivery and Labor by the Vendor, ONLY**

3.2.9 Cleaning and Sweeping: Item X, the Vendor shall perform cleaning and sweeping in accordance with Subsection 401.10.1 of the Standard Specs. Payment shall be calculated as the paving length times the width swept in accordance with Subsection 401.10.1. The WVDOH may perform cleaning and sweeping details at times.

3.2.10 Tack Coat: Item Y, Bituminous Material for Tack Coat or Prime Material furnished and applied shall be in accordance with Section 408 of the Standard Specs as directed by the WVDOH District Engineer.

3.2.11 Mobilization for Paving Limits:

3.2.11.1 Daytime Paving Mobilization: Item Z is a mobilization for paving charge which may be made when the Delivery Order quantity per paving location is less than 500 tons of Asphalt and night-time paving is not requested.

3.2.11.2 Nighttime Paving Mobilization: Item AA is a mobilization for paving charge which may be made when the Delivery Order directs that the paving is to be done at night.

Only one mobilization for paving per day of operation will be paid, unless moves of over five (5) miles between individual paving locations are required. In cases where a Vendor is required to move from one roadway to the adjacent roadway of a divided highway, additional mobilization for paving will only be paid if the nearest interchange or crossing point that will accommodate the Vendor's equipment is over five (5) miles from the paving locations. NOTE: This provision may require roundtrip moves of up to ten (10) miles with no additional mobilization for paving payment. An individual paving location shall be defined as a paving job where no skips exceeding 2,500 feet are involved, except between the approach slabs of a bridge or parallel pair of bridges.

3.2.12 Off-Season Plant Opening: Item AB, if the Vendor is required to open his plant in the off-season to service the needs of the WVDOH, an additional payment will be made for this item. The Vendor will be paid additional day charge for each additional consecutive day that the plant is open after the first day to service the needs of the WVDOH. If the plant produces no material for any use on any calendar day, either during the week or on the weekend, the WVDOH will pay the first day rate for off-season plant opening on the next day of the WVDOH usage. Payment for this item is subject to the following conditions:

REQUEST FOR QUOTATION
Bituminous Asphalt
Materials, Delivery and Labor by the Vendor, ONLY

3.2.12.1 Payment for this item can only be authorized and made during the winter months, i.e., between December 15th and March 15th, and then only if the plant would not have otherwise been open. These dates may be revised by the WVDOH District Engineer, if necessary, to meet specific needs in the field. Any such revision of dates will be in writing and shall be attached to the Vendor's invoice at the time payment is requested.

3.2.12.2 Payment will always be made at the full contract awarded bid price for the first day of plant opening; however, the amount paid from each additional day of plant opening will be reduced as follows:

a) Payment for additional day charge will not be made if the plant has produced over 500 tons on that particular day. If between 300 and 500 tons have been produced, payment for additional day charge will be made equal to one-half of the contract awarded bid price for the additional day charge. The quantity produced to make this determination shall include all material produced that day, which includes tonnage bought by the WVDOH, other local governments and all private work.

b) The WVDOH will only pay its share of the amount determined to be due for additional day charge as described above. For example, if the plant produces 375 tons and the WVDOH takes 150 tons of the total, 40% of the plant's daily production, payment for additional day charge would be calculated as follows: Since the total daily production is between 300 and 500 tons, the Vendor is due 50% of the additional day charge. Because the WVDOH's share of this daily production is 40%, the WVDOH would pay 40% of one-half of the additional day charge, or in this case, 20% of the additional day charges.

3.2.12.3 A certified statement shall accompany the invoice stating the total quantity produced on the additional day. If payment does not qualify due to tonnage produced, the next consecutive day of plant operation, if any, will qualify for payment at the additional day rate rather than the first day rate for plant opening.

REQUEST FOR QUOTATION
Bituminous Asphalt
Materials, Delivery and Labor by the Vendor, ONLY

- 3.2.13 Additional Heel-In Joints:** Heel-In Joints at the beginning and the end of each paving location will be performed by the Vendor in accordance with the “Resurfacing Heel-In Detail”, Figure 2, at the end of these specifications. Additional Heel-In Joints, Item AC, in accordance with the Resurfacing Heel-In Detail may be required as directed by the WVDOH District Engineer at intersecting roadways, at the beginning and end of each paving skip and other designated locations. Payment of Additional Heel-In Joints shall be paid per lineal foot as measured along the joint, which shall be full payment for complete construction of the joint.
- 3.2.14 Skip Paving Surcharge:** Item AD, when the distance between the end of one skip and the beginning of the next does not exceed 2,500 feet, Skip Paving may be requested by the WVDOH District Engineer. Payment shall be made for each ton of final surface course material completed in place on the project. Patching and leveling in preparation for resurfacing of a project shall not be considered Skip Paving.
- 3.2.15 Pavement Profiling:** This work shall consist of profiling the existing pavement to the specified grade and cross slope by grinding, planing or milling. The profiling equipment shall be capable of accurately establishing profile grades of ¼” plus or minus, along each edge of the machine by reference from the existing pavement by use of ski or matching shoe or by reference to independent grade control. The equipment shall have an automatic system for controlling grade and cross slope. The Vendor shall provide adequate manpower and auxiliary equipment to control dust and remove cuttings from the project site. Stockpiling of cuttings on the project site will not be permitted. All cuttings shall become the property of the Vendor. The Vendor shall be responsible for damage to drainage facilities, manholes or other appurtenances within the pavement area.
- 3.2.15.1 Mobilization for Profiling:** Item AE, all preparatory operations including movement of necessary personnel and equipment onto the project site to begin the profiling work. Only one Mobilization for Profiling per Delivery Order shall be paid when Pavement Profiling (Milling), Item AF, is required.
- 3.2.15.2 Pavement Profiling (Milling):** Item AF, milling shall be measured as the total number of square yards planed or ground to a depth not exceeding two inches (2”). Should the required removal depth exceed two inches (2”), additional quantities shall be measured for each additional two inches (2”) increment.

REQUEST FOR QUOTATION
Bituminous Asphalt
Materials, Delivery and Labor by the Vendor, ONLY

Hauling of Profiled Cuttings from project site to the Vendor's nearest production facility shall be paid under Haul by Vendor, Item V and weighed on truck scales in accordance with Section 401.9.3 of the Standard Specs.

- 3.2.16 Maintenance of Traffic:** While undergoing improvement, the project site shall be kept open to traffic in such condition that both local and through traffic will be adequately and safely accommodated. All construction operations shall be scheduled by the Contractor to keep traffic delay to a minimum.

Traffic Control and Temporary Pavement Marking Paint may be furnished by the WVDOH. When Pilot Truck and Driver, Item AG, Traffic Control Devices, Item AH, Flagger, Item AI and/or Arrow Board, Item AJ are requested by the WVDOH for a project, traffic shall be maintained by the Vendor in accordance with Section 636 of the Standard Specs.

- 3.2.17 Milled Rumble Strips:** Item AK, shall be in accordance with the "Rumble Strip Special Detail", Figure 1, at the end of these specifications.

- 3.2.18 Mobilization for Milled Rumble Strips:** Item AL, work shall consist of preparatory operations including movement of necessary personnel and equipment onto project site to begin the work of Milling Rumble Strips. Only one mobilization for Milling Rumble Strips per Delivery Order shall be paid when Milled Rumble Strips are required.

- 3.2.19 Pavement Repair:** Item AM, work shall consist of squaring up the repair area, removing damaged material to a depth directed by the WVDOH District Engineer, hauling and disposing of existing pavement, tacking of existing surfaces and placing and compacting Asphalt Base II in lifts not exceeding two inches (2") to the level of the existing pavement. The cost for these requirements shall be bid per Item AM. There will be no price adjustment to the asphalt used for Pavement Repair.

All labor, equipment and material to complete Item AM shall be included in the unit bid price for Item AM. Any traffic control required shall be charged separately per section 3.2.16 as Item AG, AH, AI and/or AJ.

- 3.2.20 Parking Lot and Facility Paving Surcharge:** Item AN, is a surcharge which shall be provided when material is used to pave parking lots.

REQUEST FOR QUOTATION
Bituminous Asphalt
Materials, Delivery and Labor by the Vendor, ONLY

3.2.21 Special Provisions:

3.2.21.1 Section 401: Asphalt Base, Wearing and Patching, and Leveling Courses. Item AO, has been written to address the use of increased amounts of reclaimed asphalt pavement (RAP) used within mixes produced for projects in the WVDOH construction program. A copy of SP401 is attached. When Item AO is requested on a Delivery Order, there shall be no pay item.

3.2.21.2 Section 307: Crushed Aggregate Base Course. Item AP, reclaimed asphalt pavement (RAP) may be substituted for Class 10 Shoulder Stone materials on roadways where edge line pavement markings exist or are installed. A copy of SP307 is attached. When Item AP is requested on a Delivery Order, there shall be no pay item.

3.2.21.3 Section 496: Asphalt High Performance Thin Overlay. Item AQ, shall consist of constructing a single course of an asphalt high performance thin overlay (HPTO), mixed mechanically in a plant, composed of aggregate and asphalt material designed in accordance with the Superpave Design System, on a prepared foundation in accordance with the specifications and in reasonable close conformity with the lines, grades, weights or thicknesses and cross sections shown on the Plans or established by the WVDOH Engineer. A copy of SP496 is attached.

3.2.21.4 Section 498: Ultra-Thin Asphalt Overlay. Item AR, covers the materials, equipment, construction and application procedures for placing Ultra-Thin Asphalt Overlays on existing paved surfaces in accordance with the specifications and in reasonable close conformity with the lines, grades, weights or thicknesses and cross sections shown on the plans or established by the WVDOH Engineer. A copy of SP498 is attached.

3.2.21.5 Section 497: Fine Milling and Micro-milling of Asphalt Pavement Surfaces. Item AS, shall govern for the fine milling or micro-milling of existing and/or new asphalt pavement at locations shown on the plans or as directed by the WVDOH engineer in accordance with the requirements and MP 401.07.24. A copy of SP497 is attached.

REQUEST FOR QUOTATION
Bituminous Asphalt
Materials, Delivery and Labor by the Vendor, ONLY

3.2.22 Vendor's Plant Location: The Vendor **shall** provide the Vendor's Plant Location on the Information Attachment form for the Plant that will be supplying the materials listed on the Pricing Page/E-Catalog Spreadsheet. NOTE: Please refer to Section 6.2.2 of these Contract Specifications.

4. PRICE ADJUSTMENTS:

4.1 Price Adjustment of Asphalt Cement: Due to the uncertainty in estimating the cost of petroleum products that will be used during the life of this contract, adjustment in compensation for Contract Items A through O is provided for in the Standard Specs. Refer to the table below:

Item	Description	AC (Average Asphalt Content)
A	Section 401 – Base I	3.9
B	Section 401 – 37.5mm Superpave	3.9
C	Section 401 – Base II	4.9
D	Section 401 – Patch and Level	5.0
E	Section 401 – Wearing IV	4.9
F	Section 402 – Wearing IV	5.3
G	Section 401 – 19mm Superpave	4.9
H	Section 401 – Scratch Course	5.7
I	Section 402 – 9.5mm Superpave	6.2
J	Section 401 – Wearing I	5.9
K	Section 402 – Wearing I	5.9
L	Section 401 – 4.75mm Superpave	7.6
M	Section 402 – 4.75mm Superpave	7.6
N	Section 401 – Wearing III	7.3
O	Section 402 – Wearing III	7.6

4.2 Price Adjustment of Fuel Oil No. 2 (Diesel Fuel): Due to the uncertainty in estimating the cost of diesel fuel that will be used during the life of this contract, adjustment in compensation for Contract Items A through O is provided for in the Standard Specs.

The bidding index for asphalt binder will be listed on the Contract Administration website for Fuel and Asphalt adjustments for January 2016.

5. ACCEPTANCE PLAN: Quality control at the plant and in the field shall be the responsibility of the Vendor and shall meet the requirements of MP 401.03.50.

REQUEST FOR QUOTATION
Bituminous Asphalt
Materials, Delivery and Labor by the Vendor, ONLY

Compaction quality control shall be in accordance with MP 401.05.20. Acceptance testing shall be the responsibility of the WVDOH. Quality assurance of the material shall be as set forth in MP 401.02.27 for Marshall Mix designs or MP 401.02.29 for Superpave mix designs.

6. CONTRACT AWARD:

6.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.

6.2 Pricing Pages/E-Catalog Spreadsheet and Information Attachment form:

6.2.1 Pricing Pages/E-Catalog Spreadsheet: Vendor should complete the Pricing Pages/E-Catalog Spreadsheet by providing the following information, per each Contract Item Bid. Vendor should not modify or add any information into the Column Headers. Vendor should not place formula or any type of Excel calculations into the List Price column, only the actual bid price, per each Contract Item Bid.

1) Column 1 – Vendor Customer Code should identify the Vendor’s wvOASIS vendor/customer number. If the Vendor does not know this number, please leave this column blank, 2) Column 3 – Supplier Name should identify the Vendor’s Plant name, 3) Column 10 – List Price shall identify the Vendor’s unit prices per Contract Items bid and 4) Column 20 – Picture File Name shall remain blank. Vendors may bid any or all items on the Pricing Pages/E-Catalog Spreadsheet. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

6.2.2 Information Attachment Form: The Information Attachment form shall identify the Plant and its location that will be supplying the materials bid on the Pricing Page/E-Catalog Spreadsheet. The Vendor shall provide the 911 address or the most recent physical street address, city and state, for the Plant Location. If the Vendor fails to provide the Plant Location information as requested, the Vendor’s bid will be disqualified for that bid submission.

NOTE:

- If a Vendor will be supplying materials from multiple Plant Locations, and ALL pricing is the same, ALL Plant Locations can be listed on

REQUEST FOR QUOTATION
Bituminous Asphalt
Materials, Delivery and Labor by the Vendor, ONLY

one Information Attachment Form and one Pricing Page/E-Catalog Spreadsheet submission is acceptable.

- If a Vendor will be supplying materials from multiple Plant Locations, at varying prices, *additional*, separate Information Attachment Forms and Pricing Pages/E-Catalog Spreadsheet must be submitted. Multiple Plant Locations, with varying prices, shall be submitted on separate bid submissions.
- A bid submission **SHALL** include the Pricing Pages/E-Catalog Spreadsheet **AND** the Information Attachment form. Any bid submitted without the Information Attachment form **WILL BE DISQUALIFIED**.

The Pricing Pages/E-Catalog Spreadsheet contains a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

Vendor should type or electronically enter the information into the Pricing Pages/E-Catalog Spreadsheet to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages/E-Catalog Spreadsheet for bid purposes by sending an email request to the following address: angie.j.moorman@wv.gov.

- 6.3 Contract award transition:** Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Maintenance Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Maintenance Division to the Districts and Vendors, any Delivery Order issued toward the 2015 Contracts for material, delivery and labor by the vendor shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts' and Vendors' notice, any Delivery Order that has not been completely filled by the Vendors from the 2015 Contracts for material, delivery and labor by the vendor shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Order from the 2015 Contracts for material, delivery and labor by the vendor should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

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

REQUEST FOR QUOTATION
Bituminous Asphalt
Materials, Delivery and Labor by the Vendor, ONLY

7. **DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor per project for individual repair paving projects, the WVDOH District Engineer will calculate the lowest overall total cost of the price of material, Item A through O, plus any additional cost items. Charges for hauling will be calculated according to Section 3.2.7 of this contract.

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

8. **ORDERING AND PAYMENT:**

8.1 **Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

8.2 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

9. **PROJECT ACCEPTANCE, DELIVERY AND RETURN:**

9.1 **Project Acceptance:** Upon receipt of a Delivery Order, the Vendor shall advise the WVDOH, in writing, within five (5) calendar days of their acceptance of the project work of the Delivery Order. Failure on the Vendor's part to acknowledge acceptance of the project work may result in cancellation of the Delivery Order and re-award of the project to the next lowest bidder.

9.2 **Delivery Time:** All Delivery Orders shall specify a starting date and a completion date based on the Vendor's acceptance of the Delivery Orders. If work is not started by the Vendor by the specified starting date on the Delivery Order, the Delivery Order may be cancelled and issued to the next low bidder. If work is not completed by the completion date as specified on the Delivery Order, liquidated damages may be assessed in accordance with Section 108.7 of the Standard Specs. Vendor shall deliver emergency orders within an agreed upon acceptable timeframe

REQUEST FOR QUOTATION
Bituminous Asphalt
Materials, Delivery and Labor by the Vendor, ONLY

after orders are received. Vendor shall ship all orders in accordance with the dates assigned to each project per the Delivery Order and shall not hold orders until a minimum delivery quantity is met. No Vendor is authorized to ship, nor is the WVDOH authorized to receive materials prior to the issuance of a Delivery Order.

- 9.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- 9.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. Vendor's Plant Location. Haul by Vendor, Item V shall be requested on the Delivery Order. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 9.5 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 9.6 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.
- 10. Prevailing Wage:** Pursuant to West Virginia Senate Bill No. 361 (2015), effective April 13, 2015, the Prevailing Wage applies only to contracts let for public improvements whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000. Whereas the cost of this Contract will not be ascertainable at the time the contract is awarded, WVDOH understands Senate Bill No. 361 to not require payment of the Prevailing Wage under this Contract. However, Vendor is ultimately responsible for compliance with applicable Prevailing Wage laws. To the extent that Prevailing Wage shall apply to

REQUEST FOR QUOTATION
Bituminous Asphalt
Materials, Delivery and Labor by the Vendor, ONLY

this Contract, Vendor is directed to the WV Secretary of State's website, the most current year, Full Set of Building and Construction and Heavy and Highway Construction Prevailing Wage Rates at the following website:
<http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>

11. VENDOR DEFAULT:

- 11.1** The following shall be considered a vendor default under this Contract.
 - 11.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 11.1.2** Failure to comply with other specifications and requirements contained herein.
 - 11.1.3** Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this Contract.
 - 11.1.4** Failure to remedy deficient performance upon request.
- 11.2** The following remedies shall be available to Agency upon default.
 - 11.2.1** Immediate cancellation of the Contract.
 - 11.2.2** Immediate cancellation of one or more Delivery Orders issued under this Contract.
 - 11.2.3** Any other remedies available in law or equity.

12. MISCELLENOUS:

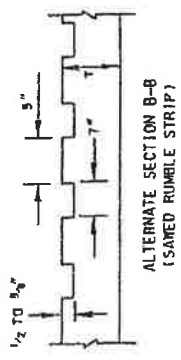
- 12.1 No Substitutions:** The Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 12.2 Vendor Supply:** The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
Bituminous Asphalt
Materials, Delivery and Labor by the Vendor, ONLY

- 12.3 Vendor's Invoices:** Separate invoices must be submitted for Items A through R and for Items S through AS. The Vendor's invoices must be submitted as an original and one copy containing the following information:
- a) All weigh ticket numbers for material delivered and cuttings hauled during the invoice period.
 - b) WVDOH Delivery Order number and this contract number.
 - c) Total quantity and unit price with the total cost of each type of material furnished.
 - d) No payment will be made to a Contractor for Daytime Paving Mobilization, Item Z or Nighttime Paving Mobilization, Item AA unless the Contractor performs the Lay Down operation and the quantity involved is less than 500 tons for Item Z.
- 12.4 Reports:** The Vendor shall provide quarterly reports and annual summaries to the Agency showing the Contract Items purchased, quantities of Contract Items purchased and the total dollar value of the Contract Items purchased. The Vendor shall also provide reports, upon request, showing the Contract Items purchased during the term of this Contract, the quantity purchased for each of those Contract Items and the total value of purchases for each of those Contract Items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 12.5 Contract Manager:** During its performance of this Contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. The Vendor should list its Contract manager and his or her contact information below.

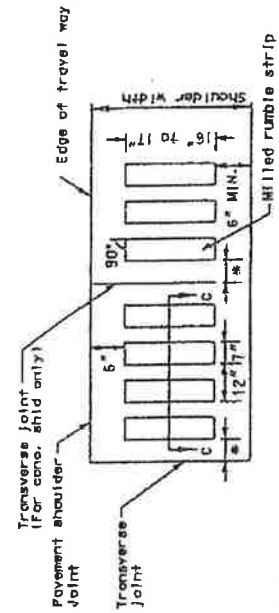
Contract Manager: Rick Johnson
Telephone Number: 304-768-9733
Fax Number: 304-768-9351
Email Address: rjohnson@wvpaving.com

FIGURE 1

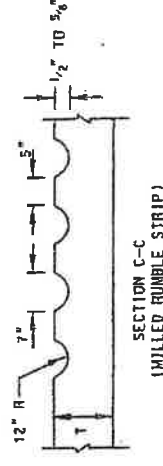


ALTERNATE SECTION B-8
(SAWED RUMBLE STRIP)

RUMBLE STRIP FOR HOT MIX ASPHALT SHOULDERS



* 1 1/2" For conc. shid.
2" ± 1/2" For asphalt shid.



MILLED RUMBLE STRIP FOR PORTLAND CEMENT AND HOT MIX ASPHALT SHOULDERS

NOTES:

RUMBLE STRIP PLACEMENT WILL BE DETERMINED BY THE FOLLOWING AREAS FOR HIGHWAY SHOULDERS, EXCEPT AS NOTED BELOW.

RUMBLE STRIPS SHALL NOT BE PLACED AT THE FOLLOWING AREAS FOR HIGHWAY SHOULDERS:

- ON SHOULDERS OF NARROW CUMBER LARKS THAT ARE 5' OR LESS IN WIDTH, RIGHT OF TRAFFIC FLOW IN THE SHOULDER TRANSITION AREA RIGHT OF TRAFFIC FLOW BETWEEN A FULL PAVED SHOULDER WIDTH OF 10' AND NARROW BORSE WIDTH OF 4'.
- RUMBLE STRIP WIDTH IS TO BE 2', EXCEPT MILLED RUMBLE STRIP WHICH WILL BE 18"-17".

RUMBLE STRIPS MAY BE SAWED OR MILLED UNLESS OTHERWISE INDICATED. THE TOP OF THE RUMBLE STRIPS WILL BE NO HIGHER THAN THE TOP SURFACE OF THE PAVEMENT. ANY FAULTY OR INCOMPLETELY INSTALLED RUMBLE STRIPS WILL BE UNDERCUT BY THE CONTRACTOR AT HIS EXPENSE.

MILL/SAW SHOULDER RUMBLE STRIPS AS INDICATED BY USING A MACHINE CAPABLE OF PROVIDING A SMOOTH CUT WITHOUT TEARDROG OR SHAGGING. AIR MOUNDING RUMBLE STRIPS AS INDICATED EQUIP MACHINE WITH GUIDES TO PROVIDE UNIFORMITY AND CONSISTENCY IN ALIGNMENT OF EACH CUT WITH RESPECT TO ROADWAY. MILL SHOULDER RUMBLE STRIPS TO HAVE FINISH DIMENSIONS WITHIN TOLERANCES SPECIFIED. MILL SHOULDER RUMBLE STRIPS ON NEW CONCRETE SHOULDERS AFTER CURING. ALIGNMENT OF PATTERN EDGE WILL BE DETERMINED BY THE CONTRACTOR. PATTERN SHALL BE OBTAINED AND SUBMIT FOR APPROVAL. SATISFACTORY RESULTS ARE NOT BEING OBTAINED AND SUBMIT FOR APPROVAL. CONSTRUCTION PLAN TO THE ENGINEER FOR APPROVAL. AT END OF EACH WORKING DAY, MOVE ALL EQUIPMENT TO A LOCATION AS DIRECTED WHERE IT PRESENTS NO HAZARD TO ROADWAY TRAFFIC. REMOVE AND DISPOSE OF MILLED MATERIAL IN CONFORMANCE WITH APPLICABLE STATE REGULATIONS. REMOVE DEBRIS FROM AREAS DISTURBED BY MILLING OPERATION BEFORE OPENING ROADWAY TO TRAFFIC.

RUMBLE STRIPS IN PAVED SHOULDERS

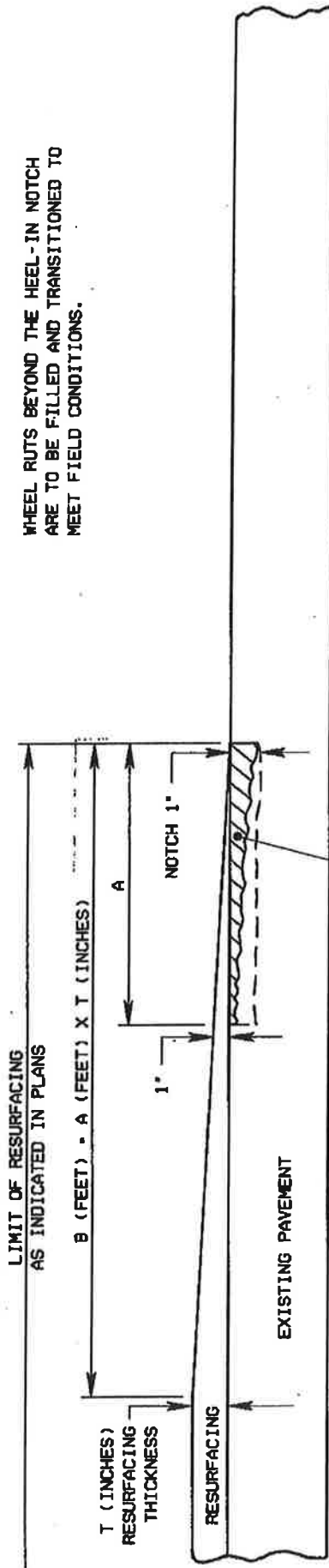
RUMBLE STRIPS SHALL BE MILLED OR SAWED TYPE PLACED IN SHOULDERS UNDER THE FOLLOWING CONDITIONS, IN ACCORDANCE WITH THIS SPECIAL DETAIL SHEET:

- TYPICAL SHOULDER WIDTH IS 0' OR MORE
- MEDIAN SHOULDERS ON DIVIDED HIGHWAYS, IF SHOULDER WIDTH IS 3' OR GREATER
- SHOULDERS ADJACENT TO ONE WAY RAMP'S WHICH CORRECT TO ARTERIAL HIGHWAYS, IF TYPICAL SHOULDER IS 3' OR GREATER.

FIGURE 2

TEMPORARY WEDGES AT HEEL-INS

THE CONTRACTOR MAY ELECT TO CUT THE REQUIRED HEEL-INS SUCH THAT TRAFFIC MUST BE MAINTAINED OVER THE HEEL-IN AREAS PRIOR TO THE PLACEMENT OF THE PERMANENT HMA MATERIAL. IF THE CONTRACTOR CHOOSES THIS METHOD AS AN ALTERNATE TO CUTTING THE HEEL-INS AND BACKFILLING WITH PERMANENT HMA PRIOR TO RESTORING TRAFFIC. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE TEMPORARY HMA WEDGES 10 FEET IN LENGTH FOR EACH 1 INCH OF EXISTING SURFACE REMOVED AT THE VERTICAL FACE. FOR EXAMPLE, IF 2 INCHES ARE REMOVED AT THE VERTICAL FACE, THE TEMPORARY HMA WEDGE SHALL BE 20 FEET IN LENGTH. THE WEDGES SHALL BE CONSTRUCTED OF ITEM 401001-011, TYPE 19, PLACED AND COMPACTED IN ACCORDANCE WITH SECTION 401.14. THESE TEMPORARY WEDGES SHALL BE REMOVED IMMEDIATELY PRIOR TO PLACING THE PERMANENT SURFACE. THE COST OF THIS WORK WILL BE INCLUDED IN VARIOUS PAVEMENT ITEMS.



HEEL RUTS BEYOND THE HEEL-IN NOTCH ARE TO BE FILLED AND TRANSITIONED TO MEET FIELD CONDITIONS.

AREA OF HEEL-IN TO BE NOTCHED INTO EXISTING CONCRETE OR HMA PAVEMENT.

POSTED SPEED LIMIT	A
25 MPH	12'
30 TO 35 MPH	14'
40 TO 45 MPH	16'
50 TO 55 MPH	18'
60 TO 70 MPH	25'

1. PAYMENT FOR HEEL-IN TO BE INCLUDED IN VARIOUS PAY ITEMS OF THIS PROJECT
2. THIS DETAIL TO BE USED AT TERMINI OF RESURFACING PROJECTS AND AT ALL TERMINI FOR SKIP RESURFACING PROJECTS.
3. THIS DETAIL TO BE USED AT LOCATIONS FOR HEEL-IN INTERSECTIONS OF THIS PROJECT.
4. THE FOLLOWING NUMBER(S) OF HEEL-INS FOR THE MAINLINE ON THIS PROJECT SHALL BE SKEMED AT

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS
RESURFACING HEEL-IN DETAIL

PUBLIC ROADS DIST. NO.	STATE PROJECT NO.	FEDERAL PROJECT NO.	COUNTY
W. V.			

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SPECIAL PROVISION

FOR

STATE PROJECT NUMBER: _____

FEDERAL PROJECT NUMBER: _____

SECTION 307

**CRUSHED AGGREGATE BASE COURSE
RECYCLED ASPHALT PAVEMENT FOR SHOULDERS**

307.2 – MATERIALS:

ADD THE FOLLOWING PARAGRAPH TO THE SECTION:

307.2.5 – Recycled Asphalt Pavement (RAP): Recycled Asphalt Pavement (RAP) may be substituted for Class 10 Shoulder Stone material on roadways where edge line pavement markings exist or are installed. Materials testing will be waived, however the Top Size gradation shall not exceed 1 ½ inches (37 mm) or the maximum shoulder placement thickness as defined on the Plans (whichever is less). Approval shall be by visual inspection by the Engineer.

Payment for RAP shoulder material substitution shall be at the same unit bid price for Shoulder Stone Material in the Contract documents.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SPECIAL PROVISION

FOR

STATE PROJECT NUMBER: _____

FEDERAL PROJECT NUMBER: _____

SECTION 401

ASPHALT BASE, WEARING, AND PATCHING AND LEVELING COURSES

ADD THE FOLLOWING SUBSECTION TO THE SECTION

401.4.3 – Increase of Reclaimed Asphalt Pavement (RAP) in Asphalt Concrete Mixes: This Special Provision has been written to address the use of increased amounts of reclaimed asphalt pavement (RAP) used within mixes produced for projects in the WVDOH construction program.

The increased use of RAP can become an effective measure to help reduce overall construction costs and ultimately allow the WVDOH to treat more mileage within the established annual budgets. This will also allow the WVDOH to accomplish savings while at the same time, doing so in an environmentally responsible manner. However, it is important that any steps taken to use increased amounts of RAP be performed in a manner that will also not be detrimental to the quality of the asphalt concrete mixes produced.

The WVDOH will allow the increased use of RAP in Marshall Base 1 and Base 2, and Superpave 19 mm, 25 mm, and 37.5 mm mixes up to 25%. Initially, all mix designs shall be submitted in accordance to MP 401.02.24, with the exception that Section 5.0, Line 5.4 pertaining to RAP contents between 16% and 25% will be waived. The addition of up to 25% RAP will be allowed in Marshall Base 1, and Superpave 25 mm and 37.5 mm mixes for all applications provided that the processing of RAP is consistent with that discussed for State Funded projects below. For Marshall Base 2 and SP 19 mm, the following criteria shall be used for acceptance during production:

401.4.3.1 – Interstates, APD Corridors, and Multilane Roadways:

- a) **Superpave 401 projects with PWL factors: 25% RAP**
Base 2 or SP 19mm will be allowed.
- b) **All other projects will require one random loose roadway sample per 1000 ton placed.** Samples will be taken generally as per MP 401.07.21, by the Contractor along with WVDOH personnel. Each sample then will be tested by the Contractor in order to determine AC and gradation, and all such testing shall be witnessed by the WVDOH. The contractor must have an established ignition oven correction factor for both AC Content and gradation for each mixture. In addition this correction factor must be established prior to the project and will only be valid during the paving season it was established. All sample results for AC and Gradation shall then be evaluated for additional pay factors as per Table 401.13.3.1 of the SP 401 Square Yard PWL, then applied in the formula shown below. The results for AC and gradation (minus #200) from QC samples at the plant will not be used for determination of pay adjustment. A lot will be 5,000 tons or portion thereof with a minimum of three samples. Portions less than 2000 tons shall be incorporated into the previous lot. There will be no incentive for PWL from 96 to 100.

$$\text{Pay Deduction per Ton or SY (\%)} = \frac{100 - [(PF_{AC} + PF_G) / 2]}{2}$$

401.4.3.2 – Other Federal Aid and NHS routes:

- a) WVDOH will monitor plant QC Samples for AC and gradation for the project. The contractor must have an established ignition oven correction factor for both AC Content and gradation for each mixture. In addition this correction factor must be established prior to the project and will only be valid during the paving season it was established. These results shall then be evaluated for additional pay factors as per Table 401.13.3.1 of SP 401 Square Yard PWL, and then applied in the formula shown below. A lot will be five samples or portion thereof with a minimum of three samples. Portions less than two samples shall be incorporated into the previous lot. There will be no incentive for PWL from 96 to 100.

$$\text{Pay Deduction per Ton or SY (\%)} = \frac{100 - [(PF_{AC} + PF_G) / 2]}{2}$$

February 23, 2015

401.4.3.3 – State Funded Projects (including Marshall Wearing IV or Superpave 19mm may be used as surface mix on routes with ADT below 3000):

- a) Process for addition of RAP shall include initial scalping to remove + ¾" (19 mm) material and proper stockpile management in accordance with Best Practices for RAP Management as documented by NCHRP report 752, Appendix D, and as discussed in Publication No. FHWA-HRT-11-0-21. These documents can be accessed at the respective links below:

http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_rpt_752.pdf

<http://www.fhwa.dot.gov/publications/research/infrastructure/pavements/11021/11021.pdf>

The submission of mix designs shall be done in the same manner as described for Marshall Base 2/Superpave 19 mm above and production shall be monitored as described above for other Federal Aid or NHS Routes.

August 21, 2014

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SPECIAL PROVISION

FOR

STATE PROJECT NUMBER: _____

FEDERAL PROJECT NUMBER: _____

FOR

SECTION 496

ASPHALT HIGH PERFORMANCE THIN OVERLAY

496.1 - DESCRIPTION:

This work shall consist of constructing a single course of a asphalt high performance thin overlay (HPTO), mixed mechanically in a plant, composed of aggregate and asphalt material designed in accordance with the Superpave Design System, on a prepared foundation in accordance with these specifications and in reasonable close conformity with the lines, grades, weights or thicknesses, and cross sections shown on the Plans or established by the Engineer.

The unit of measurement for HPTO will be either by the ton (megagram) or square yard (square meter).

The work will be accepted in accordance with these Specifications and the applicable requirements of Sections 105, 106, and 109.

496.2 - MATERIALS:

The materials shall conform to the following requirements:

MATERIAL	SUBSECTION
PG 76-22 Performance Graded Binder for Mixture	705.5 705.13 Special Provision
PG 64-22 Performance Graded Binder or approved Polymer-Modified Trackless Tack (NTSS-1HM) for Tack Coat	
Coarse Aggregate ^{Note-1 & 2}	703.1 thru 703.3 (See MP 401.02.28 for exceptions and additions required for Superpave aggregates)
Fine Aggregate ^{Note-2}	702.3 (See MP 401.02.28 for additions required for Superpave aggregates)

Mineral Filler	702.4
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Note-1: The total coal and other lightweight deleterious material and friable particles shall not exceed 1.0%.

Note-2: All aggregate shall be 100% crushed and come from a source identified as approved for polish resistant aggregate meeting the requirements of Section 402

CONSTRUCTION METHODS

496.3 - GENERAL:

Construction methods to be used in performing the work shall be submitted to the Engineer for review prior to the start of work. This review may require modification of the proposed methods to provide the desired end product. All equipment, tools, machinery, and plant shall be maintained in a satisfactory working condition.

496.4 - COMPOSITION OF MIXTURES:

496.4.1 - General: The aggregate for use in the designated mixture shall consist of a mixture of aggregate (coarse and fine) and mineral filler as required. Reclaimed asphalt pavement (RAP) shall not be used in a HPTO mix.

496.4.2 - Job Mix Formula: The Job Mix Formula (JMF) is the specification for a single mix produced at a single plant. This mix may be specific to a single project or be used on multiple projects if the basic design criteria (aggregate gradation, design compaction level and PG Binder grade) are the same.

The Contractor shall submit a proposed JMF for each combination of aggregate and asphalt material for HPTO to be produced. The JMF gradations shall be within the tolerances set forth in Table 496.4.2A.

The HPTO design shall be developed using the guidelines of MP 401.02.28, with the exception that the volumetric properties shall meet the requirements of Table 496.4.2B. The percent voids-filled-with-asphalt (VFA) requirement of the MP shall be waived.

Each proposed JMF must be documented on the Division Form T400SP and the entire JMF package shall be forwarded for review to the District Materials Engineer/Supervisor. After review and verification of completeness the T400SP and JMF package shall then be forwarded to the Materials Control, Soils and Testing Division (MCS&T) for final review. If the JMF requires revision, it will be returned to the designer through the District. The T400SP Form shall contain the following information:

- i. Identification of the source and type of materials used in the design.
- ii. The aggregate blend percentages and the percentage for each sieve fraction of aggregate considered the desirable target for that fraction.
- iii. The percentage of asphalt binder representing the optimum asphalt content for the JMF submitted, which is to be considered the desirable target percentage.
- iv. The temperature of the completed mixture at the plant which shall be within ± 25 °F (± 14 °C) of the median mix temperature established by the temperature-viscosity chart or as recommended by the asphalt supplier.

- v. The ratio (calculated to the nearest one-tenth percent) of the fines to effective asphalt.
- vi. The amount and type of anti-strip agent, if used.

**TABLE 496.4.2A
DESIGN AGGREGATE GRADATION AND ASPHALT
REQUIREMENTS FOR HPTO MIX DESIGNS**

Standard Sieve Size	Percent Passing
12.7 mm (1/2")	100
9.5 mm (3/8")	95
4.75 mm (No.4)	95 max
2.36 mm (No.8)	30 - 60
1.18 mm (No.16)	25 - 40
600 µm (No.30)	15 - 30
300 µm (No. 50)	10 - 25
150 µm (No. 100)	5 - 15
75 µm (No.200)	4.0 - 12.0
Asphalt Content	7.0 Min

**TABLE 496.4.2B
DESIGN VOLUMETRIC PROPERTY
REQUIREMENTS FOR HPTO MIX DESIGN ^{Note-3}**

Design Criteria	Ndesign
Number of Design Gyration	50
Air Voids (%)	3.0
Voids-in-Mineral Aggregate (%)	18.0 minimum
Fines-to-Effective Asphalt Ratio	0.6 - 1.2
Tensile strength ratio (AASHTO T283) ^{Note-3}	85% minimum

Note 3: If the tensile strength ratio (TSR) is less than 85% without an anti-stripping agent, then an anti-stripping agent may be added and the mixture retested. If retesting with the agent still produces a TSR of less than 85% then a new mix design will be required.

If it becomes necessary to change aggregate sources, a new mix design shall be developed and submitted for approval. The source of the polymer modified binder may only be changed if the source is another facility owned and operated by the same company as the original

source. The new facility shall submit verification that the binder is produced in the same manner and with the same grade and amount of polymer material as the original source. They shall also verify that the blending of the two binders in the same storage tanks will not have an adverse effect on the properties of the binder grade in use.

496.5 -TESTING:

496.5.1 - Test Methods: Test methods shall be those listed in Section 401.5.1.

496.6 - CONTRACTORS QUALITY CONTROL:

496.6.1 - Quality Control Testing: Quality control of HPTO is the responsibility of the Contractor. The Contractor shall maintain equipment and qualified personnel including at least one certified asphalt technician at each plant. The technician shall be in charge of all plant quality control activities such as mix proportioning and adjustment and all sampling and testing activities necessary to maintain the various properties of HPTO within the limits of the specification.

The Contractor shall maintain equipment and qualified personnel including at least one certified Compaction Technician at each project. A certified Compaction Technician shall perform all testing necessary to assure compaction of the HPTO meets specification requirements. The Contractor, or Contractor-Producer, shall design a workable Quality Control Plan, detailing the type and frequency of sampling and testing deemed necessary to measure and control the magnitude of the various properties of the HPTO governed by these Specifications. This plan, prepared in accordance with MP 401.03.50¹ shall be submitted to the Engineer for review prior to production of material under this Specification.

496.6.2 – Quality Control Testing Requirements: Test requirements for quality control shall be as set forth in MP 401.02.29², with the exception that the job mix formula field design verification and quality control testing for HPTO shall be monitored for conformance to the mix property requirements of Table 496.6.2. Additionally, the minimum quality control sampling frequency shall be one random sample per every 750 tons of HPTO mixture delivered to the project. In order to evaluate conformance to the specifications using MP 401.02.29², all job mix formula field design verification and quality control samples obtained for the project shall be used in the moving average calculations and the final evaluation of all test data shall be project specific.

**TABLE 496.6.2
Quality Control Mix Property Tolerances**

¹ MP 401.03.50 - Guide for Contractor's Quality Control of Bituminous Concrete

² MP 401.02.29 - Guideline for Quality Control and Acceptance Requirements for Superpave Hot-Mix Asphalt

Property	Production Tolerances
Asphalt Content (%)	JMF \pm 0.3 %
Air Voids (%)	2.0 to 4.0 %
Voids in Mineral Aggregate (VMA) %	\geq 18.0%
% Passing No. 8 (2.36 mm) Sieve	JMF \pm 4
% Passing No. 200 (75 μ m) Sieve	JMF \pm 2.0

496.7 - ACCEPTANCE TESTING:

496.7.1 - Acceptance Testing of HMA: Acceptance testing of HPTO is the responsibility of the Division. The acceptance sampling and testing requirements for the mixture shall be as set forth in MP 401.02.29³, with the exception that the HPTO shall be monitored for conformance to the mix property requirements of Table 496.6.2.

496.7.2 - Compaction: Acceptance testing for compaction shall be performed in accordance with the Lot-by-Lot method described in Section 496.7.2.1. Any patching-and-leveling and scratch courses placed prior to the placement of the HPTO shall be compacted to the satisfaction of the Engineer. When HPTO is placed in areas that require a nonuniform thickness or is tapered to a thin edge, the method of acceptance testing shall be determined by the Engineer. Acceptance testing is not required on areas in which a full-size roller is restricted from properly compacting the mat. These areas shall be compacted to the satisfaction of the Engineer.

496.7.2.1 – LOT-By-LOT Testing: Randomly located nuclear density tests will be performed in accordance with the Lot by Lot test procedure as described in MP 401.05.20⁴, including the Control Strip testing described in that MP. The pavement shall be divided into LOTS not exceeding 1000 feet (300 meters) of paving lane. A randomly located density test shall be conducted in each LOT. The density shall be monitored for conformance to the range of 94% to 97% of the maximum density of the approved mix design. If the density is outside the range, an additional five tests shall be conducted for the LOT and the average of these five tests used to judge acceptance of the LOT in accordance with Table 496.13.3A.

496.8 - WEATHER RESTRICTIONS:

HPTO shall not be placed on a wet surface or when the surface temperature of the underlying course is less than 50 °F (10 °C).

496.9 - EQUIPMENT:

496.9.1 - Plants: Shall meet the requirements of Sections 401.9.1.

496.9.2 - Dust Collector: Shall meet the requirements of Sections 401.9.2.

496.9.3 - Truck Scales: Shall meet the requirements of Sections 401.9.3.

³ MP 401.02.29 - Guideline for Quality Control and Acceptance Requirements for Superpave Hot-Mix Asphalt

⁴ MP 401.05.20 - Compaction Testing of Hot-Mix Asphalt Pavement

496.9.4 - Test Weights: Shall meet the requirements of Sections 401.9.4.

496.9.5 - Surge and Storage Bins: During the normal daily operation of the plant, HPTO may be stored in a surge or storage bin for a maximum of 4 hours, provided the bin has received prior evaluation and acceptance through the District plant inspection. The temperature of the material at time of placement and compaction shall be sufficient to properly perform these activities.

Loading of trucks through the storage bin will only be permitted when a minimum 25 ton (23 Mg) buffer of material is being maintained or an amount as recommended by the bin manufacturer. Means shall be provided for loading the trucks directly from the mixer when the storage bin is not in operation.

496.9.6 - Inspection of Equipment and Plant Operations: Shall meet the requirements of Sections 401.9.6.

496.9.7 - Trucks for Transporting Mixture: Shall meet the requirements of Sections 401.9.7.

496.9.8 - Laboratory: Shall meet the requirements of Sections 401.9.8.

496.9.9 - Spreading Equipment: Shall meet the requirements of Sections 401.9.9.

496.9.10 - Compaction Equipment: Shall meet the requirements of Sections 401.9.10.

496.9.11 - Materials Transfer Vehicle: Provide and use a Material Transfer Vehicle (MTV) to place asphalt mixtures. The MTV shall include a system in the storage bin to continuously blend the asphalt mixture prior to discharge, and a system to independently deliver asphalt mixtures from the hauling equipment to the paving equipment. It shall also have a high capacity truck unloading system, capable of 600 tons per hour, that will receive asphalt mixtures from the hauling equipment, and have a minimum combined capacity, including the MTV storage bin and paver hopper, of 15 tons of asphalt mixture. Additionally, the MTV should have a discharge conveyor, with the ability to swivel and deliver the mixture to the paving spreader while allowing the MTV to operate from an adjacent lane.

496.10 - PAVING OPERATIONS:

496.10.1 - Cleaning and Sweeping: Shall meet the requirements of Sections 401.10.1.

496.10.2 - Patching and Leveling and Scratch Courses:

496.10.2.1 - Patching and Leveling: Shall meet the requirements of Sections 401.10.2.1. When patching and leveling is used, a PG 64-22 tack coat or approved Polymer-Modified Trackless Tack material (NTSS-1HM) shall be applied to the existing pavement sections being patched in accordance with Section 496.10.3 prior to placement.

496.10.2.2 - Scratch Course: Shall meet the requirements of Sections 401.10.2.2. When scratch course is used, a PG 64-22 tack coat or NTSS-1HM shall be applied to the existing pavement in accordance with Section 496.10.3 prior to placement.

496.10.3 - Spreading and Finishing: Before spreading any HPTO, a hot tack coat of PG 64-22 or NTSS-1HM shall be applied to the existing surface. The contact surfaces of curbs, gutters, manholes, and of adjacent Portland cement concrete pavement edges shall be painted or sealed with the same tack coat material. When precipitation has occurred during the previous 24 hours, the engineer will determine if the tack coat may be applied or if the work will be delayed until the surface is completely dry. No more tack coat shall be applied than can be covered in the same day. Traffic control shall be provided to prevent vehicles from riding on surfaces upon which tack coat has been applied. The PG 64-22 tack coat shall be applied at a rate of 0.05 – 0.12 gal/yd² (0.23 – 0.54 L/m²) and at a spraying temperature of approximately 325 °F (163 °C). NTSS-1HM shall be applied at a rate to produce a residual rate of 0.05 - 0.12 gal/yd² (0.23 – 0.54 L/m²) and shall be applied at a temperature of approximately 170 °F (77 °C). The spraying temperature and application rate will be adjusted by the Engineer as required to produce a uniform coating so that every part of the surface is covered, with no excess material. All uncoated or lightly coated areas shall be corrected. All areas showing an excess of asphalt binder shall be corrected by removing the excess material. The application is not acceptable if the material is streaked or ribboned.

The HPTO mixture shall meet the temperature requirements recommended by the asphalt supplier which will be referenced on the JMF. The mix temperature shall be monitored by inserting a dial type thermometer into the mix through a hole in the truck bed. The mixture shall not be placed if the temperature is below 265 °F (130 °C).

The temperature of the completed mix, when measured at the plant, shall be within the tolerance as established by the JMF. The first load, which demonstrates temperatures outside of that range shall be accepted provided that the temperature is still within the master temperature range. Any truckload of material which exceeds the master temperature range may be rejected by the Engineer. No additional loads of material shall be run out until necessary steps are taken to reestablish the temperature of the mix within the plant tolerance. When measured at the project site, the temperature of the mix shall be within the tolerance established by the JMF. The first truck load of material which demonstrates temperatures outside of that range or any trucks in transit at that time shall be accepted provided the temperature is not below 265 °F (130 °C). Any truckload of material which exceeds the JMF temperature range and/or is below 265 °F (130 °C) shall be rejected by the Engineer. The plant shall immediately be notified that no additional loads of material are to be dispatched until necessary action is taken to reestablish temperature within JMF specification limits.

The Contractor shall monitor the surface temperature at a minimum of once every hour. When the surface temperature begins dropping toward the 50 °F (10 °C) minimum temperature for placement, temperature monitoring shall increase to a minimum of once every ½ hour. Placement shall be halted when the surface temperature drops below 50 °F (10 °C).

The placement of all HPTO material at the job site shall be accomplished using a Materials Transfer Vehicle as discussed in 496.9.11.

496.10.4 - Rolling Procedure: Shoulders, ramps, and similar areas shall be compacted in the same method as the mainline.

During rolling, roller wheels shall be kept moist with only enough water to avoid picking up material. Fuel oil or other petroleum products are not allowed on roller wheels or pneumatic tires. Rollers shall move at a slow but uniform speed with the drive roll or wheels nearest the paver. The sequence of rolling operations and the type of rollers used shall be at the discretion

of the Contractor. A sufficient number of rollers shall be furnished to handle the output of the plant.

If rolling causes material displacement, the affected area shall be loosened at once with lutes or rakes and restored to their original grade with loose material before being re-rolled. Heavy equipment, including rollers, should not be permitted to stand on the finished surface before it has thoroughly cooled or set.

Any mixture that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh HPTO mixture and immediately compacted to conform to the surrounding area at the Contractor's expense.

496.10.5 - Joints: The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All contact surfaces shall be given a tack coat of asphalt binder prior to placing any fresh mixture against the joint.

The longitudinal joint in any layer shall offset that in the layer immediately below by approximately six inches; however, the joint in the top layer shall be at the centerline of the pavement if the roadway comprises two lanes of the width, or at lane lines if the roadway is more than two lanes in width. The transverse joint in any layer shall offset that in the layer immediately below by approximately six feet.

All transverse joints between existing and new pavement shall be "heeled-in" to the existing surface at the beginning and at the end of the project and at all other locations where the new pavement terminates against an existing pavement. Transverse joints between one day's production and the next shall be carefully constructed and shall be formed by cutting back into the existing section to expose the full depth of the course. All joints shall be squared up to the full vertical depth of the course to be placed, and a tack coat of asphalt material shall be applied. Joints adjacent to curbs, gutters, or adjoining pavement shall be formed by transporting back sufficient hot material to fill any space left uncovered by the paver.

Longitudinal joints which are irregular, damaged, un-compacted, or otherwise defective shall be cut back to expose a clean, sound surface for the full depth of the course. The longitudinal joint between adjacent mats shall be set up to a sufficient height to receive the full compactive effort from the rollers and shall be tacked prior to placing adjacent material.

Transverse joints shall be checked for smoothness with a ten foot straight edge provided by the Contractor. All surface irregularities shall be corrected prior to proceeding with paving operations.

496.11 - PROTECTION OF PAVEMENT AND TRAFFIC CONTROL: Shall meet the requirements of Sections 401.11.

496.12 - METHOD OF MEASUREMENT:

HPTO will be measured by the ton (Mg), or square yard (square meter). If the project is to be paid by the ton, the quantity will be determined by the Contractor from the total weight slips for each vehicle load weighed upon an approved standard scale or from digital printout slips from an automatic batching plant, and certified by the Contractor as correct. If the project is to be paid by the square yard, the quantity will be determined by the Plan Quantity as provided for in the proposal unless otherwise directed by the Engineer. Any patching or leveling

mixture placed on a subbase or base course constructed in the same Contract with the HPTO item shall be at the expense of the Contractor. No additional compensation will be allowed for the material or any work incidental to its placement.

496.13 - BASIS OF PAYMENT:

The quantities determined as provided above, will be paid for at the contract unit price for the items listed below, which prices and payment shall be full compensation for furnishing all the materials and doing all the work herein prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, field laboratory, supplies, and incidentals necessary to complete the work.

When a LOT of HMA pavement does not meet the density requirements of 496.7.2, the price shall be adjusted as follows:

Formula 1: Projects requiring only mat density testing:

$$\text{Lot Price Adjustment (Mat only)} = \frac{(\text{unit price}) \times (\text{Lot quantity}) \times (\text{mat density price adjustment \% from Table 496.13.3A})}{100}$$

Formula 2: Projects requiring both mat and joint density testing:

$$\text{Lot Price Adjustment (Mat + Joint)} = \frac{(\text{unit price}) \times (\text{Lot quantity}) \times [(\text{mat density price adjustment \% from Table 496.13.3A}) + (\text{joint density price adjustment \% from Table 496.13.3B})]}{100}$$

**TABLE 496.13.3A
ADJUSTMENT OF CONTRACT PRICE
FOR PAVEMENT MAT DENSITY NOT WITHIN TOLERANCE**

Percent of Mat Density	Percent of Contract Price to be Paid
Greater than 97 %	Note 1
96% to 97%	102
94 % to 96 %	100
93 %	98
92 %	96
91 %	92
90 %	88
Less Than 90 %	Note 2

Note 1: Mat density slightly above 97% is normally only a problem if it leads to asphalt flushing on the surface of the mat or rutting due to an unstable mix. The Division will make a special evaluation of the material and determine the appropriate action.

Note 2: For price adjustments on mat densities less than 90%, the percent of Contract Bid Price will be decreased by 10% per percentage of mat density less than 90%, unless a special evaluation performed by the Division determines a more appropriate action.

**TABLE 496.13.3B
ADJUSTMENT OF CONTRACT PRICE
FOR PAVEMENT JOINT DENSITY NOT WITHIN TOLERANCE**

Percent of Joint Density	Percent Adjustment
Greater than 97 %	Note 3
96 % to 96 %	+2.0%
94% to 96%	+1.0
92% to 94% ^{Note 4}	0%
91 % ^{Note 6}	-1.0%
90 % ^{Notes 5 & 6}	-10.0%

Note 3: Density greater than 97% is normally only a problem if it leads to asphalt flushing on the surface of the mat or rutting due to an unstable mix. The Division will make a special evaluation of the material and determine the appropriate action.

Note 4: If the longitudinal joint density is determined to be less than 94% on at least 20% of the total project LOTs, then the Contractor shall be required to seal the joint a minimum of 3" on each side of the joint with a heated PG 64-22 binder (or approved equivalent) on the entire project at no additional cost to the Division.

Note 5: Density values less than the minimum specified 92% will be more susceptible to accelerated deterioration of both the joint and the surrounding pavement. Less than 90% will require the Division to make a special evaluation of the material and determine the appropriate action.

Note 6: Any joint densities determined to be below 92% the Contractor shall be required to seal the joint a minimum of 3" on each side of the joint on the entire project with a heated PG 64-22 binder (or approved equivalent) at no additional cost to the Division

The conditioning, cleaning, and sweeping of the existing base or underlying surface shall be considered as part of the construction of the appropriate items listed in 496.14, and no additional compensation will be allowed for "Cleaning and Sweeping".

There will be no additional compensation for tack coat material used for minor (spot) areas to be patched and leveled; the cost of this tack coat material will be included in the unit bid price for Item 401003.

There will be no additional compensation for Interim Pavement Markings.

496.14 - PAY ITEMS:

ITEM	DESCRIPTION	UNIT
496001-001	ASPHALT HIGH PERFORMANCE THIN OVERLAY, "aggregate type"	TON (MG)
496001-003	ASPHALT HIGH PERFORMANCE THIN OVERLAY, "aggregate type"	Square Yard (SY)
496002-001	PERFORMANCE GRADED BINDER FOR TACK COAT, TYPE 64-22	Gallon (Liter)

"aggregate type" shall be either stone and gravel or slag

* Sequence numbe

August 22, 2014

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SPECIAL PROVISION

FOR

STATE PROJECT NUMBER: _____

FEDERAL PROJECT NUMBER: _____

FOR

SECTION 497

FINE MILLING and MICROMILLING OF ASPHALT PAVEMENT SURFACES

497.1 – DESCRIPTION:

This special provision shall govern for the fine milling or micromilling of existing and/or new asphalt pavement at locations shown on the plans or as directed by the engineer in accordance with the requirements herein and MP 401.07.24. The work shall provide a skid resistant surface that meets smoothness requirements and provides a constant cross slope, or be used as surface preparation prior to placement of a final surface course.

497.1.1 – Fine Milling: Item 497000-003 shall be used when the Division intends to overlay the milled surface with a thin lift asphalt course, or as otherwise shown in the plans.

497.1.2 – Micromilling: Item 497000-004 shall be used for smoothness correction, bump and/or grade corrections on existing or newly paved surfaces where called for in the plans.

497.2 – CONSTRUCTION:

497.2.1 – Milling Residue: The Contractor shall establish a positive and immediate means for removal of milling residue. The machine shall have adequate loading equipment to remove solid residue from the surface and discharge them into a truck or as directed. Residue shall not be permitted to flow across lanes used by the traveling public or into gutters or drainage facilities.

497.2.2 – General: The plans will designate the area of pavement surfaces to be milled. Milling of roadway shoulders will not be required unless indicated on the plans or required to provide drainage.

497.2.2.1 – Cross Slope: Milling will be accomplished in a manner that eliminates crack or joint faults while providing positive lateral drainage by maintaining a constant cross-slope between grinding extremities in each lane. Auxiliary or ramp lane grinding shall transition as required from the mainline edge to provide positive drainage and an acceptable riding surface.

The operation shall result in pavement that conforms to the typical cross-section and the requirements specified for the final surface finish. However, it is the intention of this specification that the faulting at joints and cracks be eliminated and the overall riding characteristics be restored within the limits specified. To accomplish the smoothness required, milling may not be required on 100 percent of the pavement surface. If directed by the Engineer, any spalling or dislodged unsound pavement due to milling shall be corrected by the Contractor via section 109.4.

497.2.3 – Surface Finish: The milling process shall produce a smooth riding pavement surface that is true to the established line, grade and cross section with the milled area consisting of a longitudinal corduroy-type texture. The milling operation shall be capable of efficiently and accurately establishing profile grades along each edge of the machine within 1/8 inch (3 mm). Transverse joints and cracks shall be made flush with adjacent surfaces. Transverse joints and cracks shall be visually inspected to ensure that adjacent surfaces are in the same plane. Alignment of adjacent sides of the joints or cracks shall be within 1/8 inch (3 mm) of each other to be considered flush.

The transverse slope of the pavement shall be uniform to a degree that no depressions of misalignment of slope greater 1/4 inch (6 mm) in 12 ft. (3.65 m) are present when tested with a straightedge placed perpendicular to the centerline. Straightedge requirements do not apply outside of the milled area. The peaks of the ridges shall be approximately 1/8 inch (3 mm) higher than the grooves.

The finished, milled pavement surface shall be evaluated using MP 401.07.24 except that the volume of glass beads to be used for each test shall be 200 ml (12in³), and only one such test shall be required at each individual test location. The measured diameter for each test shall be equal to or greater than the values shown below:

- 497000-003 – FINE MILLING 9" Dia.
- 497000-004 – MICROMILLING 12" Dia.

Testing shall be performed as soon as practical behind the milling operation in order to not allow gaps to occur between sections being milled and sections being evaluated. Three tests shall be performed within the first 3,000 square yards of milling, and then at a minimum frequency of one test for every 7,500 square yards of milled surface thereafter. If the minimum diameter is not maintained, cease operations until necessary adjustments to the equipment and/or the process are made to meet this requirement. Do not resume milling operations until the Engineer is satisfied with the corrective actions.

Upon resuming operations after any adjustments are made, the first 3,000 square yards shall be evaluated as stated above. Additionally, if the equipment is replaced for any reason, or if mobilization back to the project site occurs at a later date for any reason, the first 3,000 square yards shall be evaluated as stated above.

August 22, 2014

The Engineer may reduce the testing frequency provided that a uniform texture is consistently maintained meeting the requirements shown above.

497.3 – METHOD OF MEASUREMENT:

Pavement milling will be measured by the square yard (square meter) of pavement milled and accepted. The quantity of pavement milling will be determined by multiplying the width specified on the plans by the total length of the finished pavement surface.

497.4 – BASIS OF PAYMENT:

The contract price per square yard (square meter) for Fine Milling or Micromilling shall be full compensation for furnishing all labor, materials, tool, equipment and incidentals and for doing all work involved in milling the existing pavement, removing residue, cleaning the pavement, and testing per MP 401.07.24 in accordance with these specifications and as shown on the plans.

497.5 – PAY ITEMS:

ITEM	DESCRIPTION	UNIT
497000-003	FINE MILLING	SQUARE YARD (SQUARE METER)
497000-004	MICROMILLING	SQUARE YARD (SQUARE METER)

March 20, 2014

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SPECIAL PROVISION

FOR

STATE PROJECT NUMBER: _____

FEDERAL PROJECT NUMBER: _____

SECTION 498

ULTRA-THIN ASPHALT OVERLAY

DELETE THE ENTIRE CONTENTS AND REPLACE THE FOLLOWING.

498.1 – DESCRIPTION:

This Section covers the materials, equipment, construction, and application procedures for placing Ultra-Thin Asphalt Overlays on existing paved surfaces. Ultra-Thin, as described in this Special Provision shall be defined as a single lift ranging from 5/8" (70 psy) to 3/4" (85 psy).

498.2 – MATERIALS:

The mixture components of the asphalt mixture shall conform to the following requirements:

498.2.1 – Tack Coat: The Tack Coat shall conform to the requirements of Section 408.2.

498.2.2 - PERFORMANCE Graded Binders: The PG Binders shall conform to Section 705.5. The binder grade shall be PG 64-22.

498.2.3 - FINE Aggregate: The fine aggregate used shall meet the requirements of ASTM D1073, except that the gradation requirements shall be waived. In addition, aggregates used for surface courses on projects with an ADT greater than 3000 shall be from an approved source identified as having polish-resistant aggregates and considered potential skid-resistant aggregate sources.

498.2.3.1 – Sand Equivalency - (ASTM D2419): The Sand Equivalency value of the fine aggregate shall be 60 minimum.

498.2.3.2 – Soundness - (ASTM C88): When subjected to five cycles of the Sodium Sulfate test, the weighted percentage of loss shall not exceed twelve (12%).

498.2.3.3 – Fine Aggregate Angularity - (AASHTO T304): When using Method A, the Fine Aggregate blend shall have a Minimum uncompacted void content of 43%.

498.2.4 - Coarse Aggregate: If coarse aggregate is used, it shall meet the requirements of Sections 703.1 through 703.3, with the exception that the total shale, coal and other lightweight deleterious material and friable particles shall not exceed 3%.

498.3 – ASPHALT MIXTURE:

498.3.1 - JOB Mix Formula: A Job Mix Formula (JMF) shall be developed in accordance with MP 401.02.22 procedurally, but the asphalt mixture shall conform to the requirements detailed in the following Tables. The asphalt mixture shall be identified as Wearing- III – Heavy on the T-400 Form. The asphalt mixture shall be produced at a WVDOH approved plant.

Table 498.3.1.1 – Ultra-Thin Asphalt Overlay Mixture Marshall Design Requirements

TEST PROPERTY	DESIGN CRITERIA (Marshall)
Compactive Effort (# of blows – each end of specimen)	75 Blows
Percent Air Voids	4.0 %
Percent VMA	17.0 % - Minimum
Percent VFA	73 – 80
Stability (Newtons)	10,000 - Minimum
Flow (0.25 mm)	7 – 16
Fines to Asphalt Ratio	0.5 – 1.0

Table 498.3.1.2 – Ultra-Thin Asphalt Overlay Mixture Design Gradation Requirements

SIEVE SIZE	TOTAL PERCENT PASSING BY WEIGHT
1 / 2 Inch	100
3 / 8 Inch	96 – 100

No. 4	70 – 95
No. 8	40 – 65
No. 16	20 – 45
No. 30	15 – 30
No. 50	8 – 20
No. 200	3.0 – 8.0

498.4 – CONSTRUCTION:

498.4.1 – Tack Coat: The Tack Coat shall be applied uniformly, completely covering the entire prepared surface. An application rate of 0.03 – 0.05 gallon/square yard undiluted or 0.06 – 0.10 gallon/square yard diluted, regardless of existing surface. All requirements of Sections 408.3 through 408.10 shall be followed.

498.4.2 – Asphalt Overlay Placement: The asphalt overlay shall be produced, placed and compacted in accordance with Sections 401.9 and 401.10. It shall be placed at the application rate stated in the plans, which shall be within the rates noted in Section 498.1. Application rate shall be checked at a maximum interval of 2500 feet.

Due to the rapid cooling rate of the asphalt mixture at this application rate range, the weather restrictions as stated in Section 401.8 shall be strictly enforced. The paving operation shall be paced as to not outrun the rollers. The following number of rollers shall be required:

AVERAGE LAYDOWN RATE (Tons / Hour)	COMPACTION ROLLERS REQUIRED	FINISH ROLLERS REQUIRED
Less than 75	1	1
75 - 150	2	1

498.5 – TESTING: The standard test methods as outlined in Section 401.5.1 shall be followed.

498.5.1 – Contractor’s Quality Control: Contractor shall follow the requirements of Section 401.6 for Quality Control Testing except that samples for determination of mix properties shall be obtained at intervals of 250 tons production.. The tolerances shown in Table 498.5.1.1 below shall be used for production, and be applied for basis of payment as per Section 498.7.

Table 498.5.1.1 – Ultra-Thin Asphalt Overlay Production Tolerances for Quality Control and Acceptance)

PARAMETER	Range from JMF
Air Voids*	± 1.5
Binder Content	± 0.40
% Passing ½" Sieve	0
% Passing 3/8" Sieve	± 2.0
% Passing # 8 Sieve	± 5.0
% Passing # 30 Sieve	± 4.0
% Passing # 200 Sieve	± 1.5

**The limits for air voids shall apply to Quality Control testing only*

498.5.2 – Acceptance Testing: Acceptance testing is the responsibility of the Division.

498.5.3 – Compaction Testing: Since the nuclear gauge does not accurately read densities at this specified lift thickness and the asphalt will cool rapidly, the compaction shall consist of making six (6) roller passes. A roller pass is one complete coverage over the material. The compaction needs to be completed before the mat temperature reaches 175° F.

498.5.4 – Quality Control and Verification Testing: The Contractor shall designate a person to monitor and document the number of passes and the mat temperature through the duration of the Project. This person shall be certified as either WVDOH Compaction or WVDOH Asphalt Field Technician.

498.6 – METHOD OF MEASUREMENT:

498.6.1 – Tack Coat: The tack coat shall be measured in accordance to Section 408.12.

498.6.2 – Asphalt Overlay: Depending on the items specified in Section 498.8, the asphalt overlay shall be either measured by the square yard as placed or shall be measured in accordance to Section 401.12.

498.7 – BASIS OF PAYMENT:

498.7.1 – Tack Coat: The tack coat shall be paid in accordance to Section 408.13.

498.7.2 – Ultrathin Asphalt Overlay: The completed work shall be paid for based on the measurements obtained as per Section 498.6.2 and paid at the contract unit price per the items shown in Section 498.8. Based on the results of testing performed as per 498.5, the following price adjustment schedule will be used when appropriate and applied accordingly to representative material:

(i) One percent reduction in the bid price per square yard for each one-tenth percent the asphalt content is out of tolerance.

(ii) One-quarter percent price adjustment in the bid price per square yard for each one percent that the aggregate gradation is out of the job mix range on each sieve.

(iii) One and a half percent reduction in the bid price per square yard for application rate dropping below the plan rate by more than 2 lb/sq yd. Reduction shall apply to each increment of 1lb/sq yd thereafter. If the application rate drops below the plan rate by more than 5 lb/sq yd, the material will not be accepted and measures will need to be taken by the contractor to correct for such deficiency

Price adjustments under 1, 2, and 3 above shall apply concurrently; however, price adjustment will not apply in the event the material is rejected. The disposition of rejected material will be subject to the approval of the Engineer

498.8 – PAY ITEMS:

ITEM NUMBER	DESCRIPTION	UNIT
498000-001	Ultrathin Asphalt Overlay	SY
498001-001	Ultrathin Asphalt Overlay	TN

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: West Virginia Paving, Inc.

Authorized Signature: *Robert Bookava* Date: 02/24/2016



State of West Virginia

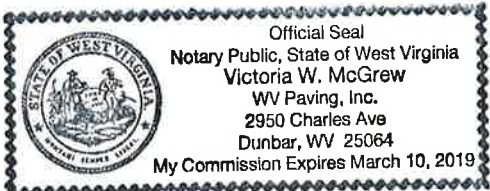
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 24 day of February, 2016.

My Commission expires March 10, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC



Victoria W. McGrew

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

- 1. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or,**
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**
- 2. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**
- 3. **Application is made for 2.5% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or,**
- 4. **Application is made for 5% vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**
- 5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**
- 6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
- 7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

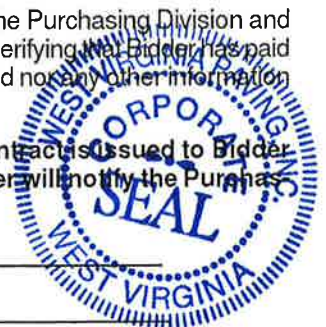
Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: West Virginia Paving, Inc.

Signed: *Robert Bushaw*

Date: February 24, 2016

Title: Vice President



*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

West Virginia Paving, Inc.
2950 Charles Ave.
PO Box 544
Dunbar, WV 25064

NAME AND
ADDRESS
OF INSURED



Liberty Mutual
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED			
WORKERS COMPENSATION	9/1/2016		WA7-C8D-004095-025	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: WV Employers Liability Coverage Only	
				EMPLOYERS LIABILITY	
				Bodily Injury by Accident \$1,000,000 Each Accident	
				Bodily Injury By Disease \$1,000,000 Policy Limit	
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2016		TB2-C81-004095-115 -Per Project Aggregate included.	General Aggregate \$2,000,000	
				Products / Completed Operations Aggregate \$2,000,000	
				Each Occurrence \$2,000,000	
				Personal & Advertising Injury \$2,000,000 Per Person / Organization	
				Other Damage to Premises Rented to You: \$250,000	
				Other Medical Exp: \$5,000	
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2016		AS2-C81-004095-125	Each Accident—Single Limit \$2,000,000 B.I. And P.D. Combined	
				Each Person	
				Each Accident or Occurrence	
				Each Accident or Occurrence	
OTHER Automobile policy	9/1/2015 - 9/1/2016		AS2-C81-054502-525	Physical Damage only -\$10,000 Comp -\$10,000 Coll	
ADDITIONAL COMMENTS PROJECT: 2016 Laydown POs Counties: Various					

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST **30** DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Certificate Holder

WV DOT-Division of Highways
1900 Kanawha Blvd. East
Building 5, Room A737
Charleston, WV 25305

Mark A. Truelove

Mark A. Truelove

AUTHORIZED REPRESENTATIVE

Teays Valley, WV
112 Brent Way
Hurricane

WV 25526

800-222-8890

02/22/2016

OFFICE

PHONE

DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Mountain State Insurance Agency 1206 Kanawha Blvd. E. Charleston WV 25301	CONTACT NAME: Jennifer Drake PHONE (A/C, No, Ext): (304) 720-2000 FAX (A/C, No): (304) 720-2002 E-MAIL ADDRESS: jdrake@mountainstateinsurance.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A BrickStreet Insurance</td> <td>12372</td> </tr> <tr> <td>INSURER B Argonaut Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A BrickStreet Insurance	12372	INSURER B Argonaut Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED West Virginia Paving, Inc. Southern West Virginia Paving, Inc. Southern West Virginia Asphalt, Inc P.O. Box 544 Dunbar WV 25064														

COVERAGES CERTIFICATE NUMBER:15/16 DOH Certs REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WCB1005725	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation			WC927808361384	7/1/2015	7/1/2016	E. L. Each Accident 1,000,000 E. L. Disease Policy Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification of Insurance

CERTIFICATE HOLDER (304) 558-1037 linda.lovejoy@wv.gov WV Division of Highways 1900 Kanawha Blvd., East Charleston, WV 25305	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jennifer Drake/JLD 
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CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

Number: WV001429

Classification:
GENERAL ENGINEERING

WEST VIRGINIA PAVING INC
DBA WEST VIRGINIA PAVING INC
PO BOX 544
DUNBAR, WV 25064-0544

Date Issued

Expiration Date

AUGUST 15, 2015

AUGUST 15, 2016

Authorized Company Signature

Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



WV-73
Rev. 08/2013



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

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha **, TO-WIT:**

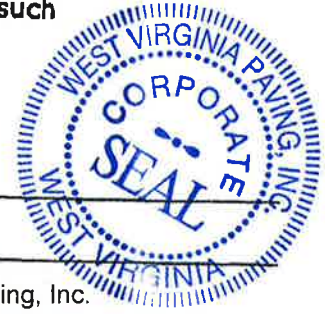
I, Robert Brookover , after being first duly sworn, depose and state as follows:

- 1. I am an employee of West Virginia Paving, Inc. ; and,
(Company Name)
- 2. I do hereby attest that West Virginia Paving, Inc.
(Company Name)

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


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

By: Robert Brookover
 Title: Vice President
 Company Name: West Virginia Paving, Inc.
 Date: February 24, 2016



Taken, subscribed and sworn to before me this 24th day of February , 2016.

By Commission expires March 10, 2019

(Seal)  Official Seal
 Notary Public, State of West Virginia
 Victoria W. McGrew
 WV Paving, Inc.
 2950 Charles Ave
 Dunbar, WV 25064
 My Commission Expires March 10, 2019

Victoria W. McGrew
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

