



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 569923

**Solicitation Description :** PROJECT PREP SITE WORK / MAINTENANCE BY THE VENDOR 6619C054

**Proc Type :** Agency Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-05-24 13:30:00	SR 0803 ESR05241900000005431	1

VENDOR
000000203375 KELLY PAVING INC

**Solicitation Number:** ARFQ 0803 DOT1900000042

**Total Bid :** \$0.00                      **Response Date:** 2019-05-24                      **Response Time:** 08:55:50

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Dusty J Smith  
 (304) 558-9398  
 dusty.j.smith@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	PROJECT PREP SITE WORK / MAINTENANCE BY THE VENDOR	1.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
72141003			

**Extended Description :** PROJECT PREP SITE WORK / MAINTENANCE BY THE VENDOR 6619C054  
PER THE ATTACHED PRICING PAGES AND INFORMATION ATTACHMENT FORMS

# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV001884

Classification:  
GENERAL ENGINEERING

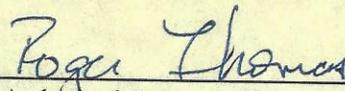
KELLY PAVING INC  
DBA KELLY PAVING INC  
PO BOX 366  
WILLIAMSTOWN, WV 26187-0366

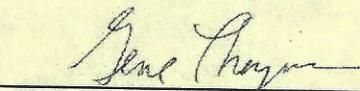
Date Issued

Expiration Date

AUGUST 21, 2018

AUGUST 21, 2019

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

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.

District 6 - Brooke County, Hancock County, Marshall County,  
Ohio County, Tyler County and Wetzel County

ITEM NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST
	<b>DITCHING</b>		
1-A	Ditching shall meet the requirements of Attachment A	Shoulder Mile	\$ 4,200.00
1-B	Correcting Deep Ditches shall meet the requirements of Attachment B	Ton	\$ 55.00
1-C	Restoring Shoulders and Shoulder stone shall meet the requirement of Attachment C	Ton	\$ 55.00
1-D	Shoulder Stone Placement shall meet the requirements of Attachment D	Ton	\$ 55.00
2-A	Ditching Haul by Vendor for Item 1-B, 1-C and 1-D, First Ton Mile	Ton Mile	\$ 2.00
2-B	Ditching Haul by Vendor for Item 1-B, 1-C and 1-D, Each Additional Mile	Ton Mile	\$ 0.25
3-A	Ditching Waste Haul by Vendor per truck/driver	Hour	\$ 90.00
4-A	Ditching Daytime Mobilization		
4-A1	Ditching Daytime Mobilization - Brooke County	Lump Sum	\$ 1,500.00
4-A2	Ditching Daytime Mobilization - Hancock County	Lump Sum	\$ 1,500.00
4-A3	Ditching Daytime Mobilization - Marshall County	Lump Sum	\$ 1,500.00
4-A4	Ditching Daytime Mobilization - Ohio County	Lump Sum	\$ 1,500.00
4-A5	Ditching Daytime Mobilization - Tyler County	Lump Sum	
4-A6	Ditching Daytime Mobilization - Wetzel County	Lump Sum	\$ 1,500.00
4-B	Ditching Nighttime Mobilization		
4-B1	Ditching Nighttime Mobilization - Brooke County	Lump Sum	\$ 2,500.00
4-B2	Ditching Nighttime Mobilization - Hancock County	Lump Sum	\$ 2,500.00
4-B3	Ditching Nighttime Mobilization - Marshall County	Lump Sum	\$ 2,500.00
4-B4	Ditching Nighttime Mobilization - Ohio County	Lump Sum	\$ 2,500.00
4-B5	Ditching Nighttime Mobilization - Tyler County	Lump Sum	
4-B6	Ditching Nighttime Mobilization - Wetzel County	Lump Sum	\$ 2,500.00
5-A	Ditching On-Site Mobilization	Hourly	\$ 300.00
6-A	Ditching Maintaining Traffic Pilot Truck and Driver	DAY	\$ 725.00
6-B	Ditching Maintaining Traffic Traffic Control Devices	UNIT	\$ 1.25
6-C	Ditching Maintaining Traffic Flagger	HOUR	\$ 65.00
6-D	Ditching Maintaining Traffic Arrow Board	DAY	\$ 25.00
	<b>PIPE REPAIR/REPLACEMENT</b>		
	Pipe Repair/Replacement shall meet the requirements of Attachment E		
	per the following range tiers:		
7-A	15" Type F Trench	Linear Foot	\$ 110.00
7-B	18" Type F Trench	Linear Foot	\$ 125.00
7-C	24" Type F Trench	Linear Foot	\$ 145.00
7-D	30" Type F Trench	Linear Foot	\$ 195.00
7-E	36" Type F Trench	Linear Foot	\$ 210.00
7-F	42" Type F Trench	Linear Foot	\$ 225.00
7-G	48" Type F Trench	Linear Foot	\$ 240.00
7-H	54" Type F Trench	Linear Foot	\$ 250.00
7-I	60" Type F Trench	Linear Foot	\$ 260.00
8-A	Pipe Repair/Replacement backfill for F Trench	Cubic Yard	\$ 160.00
9-A	Safe Access and Egress Surcharge depth of 5-foot to 10-foot	Lump Sum	\$ 10,000.00
9-B	Safe Access and Egress Surcharge depth of greater than 10-foot not to exceed 15-foot	Lump Sum	\$ 25,000.00
9-C	Safe Access and Egress Surcharge depth of greater than 15-foot not to exceed 20-foot	Lump Sum	\$ 45,000.00
10-A	Pipe Repair/Replacement Waste Haul by Vendor per truck/driver	Hour	\$ 90.00
11-A	Pipe Repair/Replacement Daytime Mobilization		
11-A1	Pipe Repair/Replacement Daytime Mobilization - Brooke County	Lump Sum	\$ 1,500.00
11-A2	Pipe Repair/Replacement Daytime Mobilization - Hancock County	Lump Sum	\$ 1,500.00
11-A3	Pipe Repair/Replacement Daytime Mobilization - Marshall County	Lump Sum	\$ 1,500.00

District 6 - Brooke County, Hancock County, Marshall County,  
Ohio County, Tyler County and Wetzel County

ITEM NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST
11-A4	Pipe Repair/Replacement Daytime Mobilization - Ohio County	Lump Sum	\$ 1,500.00
11-A5	Pipe Repair/Replacement Daytime Mobilization - Tyler County	Lump Sum	
11-A6	Pipe Repair/Replacement Daytime Mobilization - Wetzel County	Lump Sum	\$ 1,500.00
11-B	Pipe Repair/Replacement Nighttime Mobilization		
11-B1	Pipe Repair/Replacement Nighttime Mobilization - Brooke County	Lump Sum	\$ 2,500.00
11-B2	Pipe Repair/Replacement Nighttime Mobilization - Hancock County	Lump Sum	\$ 2,500.00
11-B3	Pipe Repair/Replacement Nighttime Mobilization - Marshall County	Lump Sum	\$ 2,500.00
11-B4	Pipe Repair/Replacement Nighttime Mobilization - Ohio County	Lump Sum	\$ 2,500.00
11-B5	Pipe Repair/Replacement Nighttime Mobilization - Tyler County	Lump Sum	
11-B6	Pipe Repair/Replacement Nighttime Mobilization - Wetzel County	Lump Sum	\$ 2,500.00
12-A	Pipe Repair/Replacement On-Site Mobilization	Hourly	\$ 500.00
13-A	Pipe Repair/Replacement Maintaining Traffic Pilot Truck and Driver	DAY	\$ 725.00
13-B	Pipe Repair/Replacement Maintaining Traffic Traffic Control Devices	UNIT	\$ 1.20
13-C	Pipe Repair/Replacement Maintaining Traffic Flagger	HOUR	\$ 65.00
13-D	Pipe Repair/Replacement Maintaining Traffic Arrow Board	DAY	\$ 25.00
	<b>ASPHALT PAVEMENT REPAIR</b>		
14-A	Pot Hole Repair shall meet the requirements of Attachment F		
14-A1	Pot Hole Repair 0 to 50 square yards, per mile	Unit	\$ 550.00
14-A2	Pot Hole Repair 51 to 250 square yards, per mile	Unit	\$ 150.00
14-A3	Pot Hole Repair 251 to 500 square yards, per mile	Unit	\$ 85.00
14-A4	Pot Hole Repair greater than 501 square yards, per mile	Unit	\$ 45.00
14-B	Base Failure Repair shall meet the requirements of Attachment G		
14-B1	Base Failure Repair 0 to 50 square yards, per mile, asphalt	Unit	\$ 240.00
14-B2	Base Failure Repair 51 to 250 square yards, per mile, asphalt	Unit	\$ 75.00
14-B3	Base Failure Repair 251 to 500 square yards, per mile, asphalt	Unit	\$ 45.00
14-B4	Base Failure Repair greater than 501 square yards, per mile, asphalt	Unit	\$ 25.00
14-B5	Base Failure Repair 0 to 50 square yards, stone	Square Yard	\$ 410.00
14-B6	Base Failure Repair 51 to 250 square yards, stone	Square Yard	\$ 120.00
14-B7	Base Failure Repair 251 to 500 square yards, stone	Square Yard	\$ 80.00
14-B8	Base Failure Repair greater than 501 square yards, stone	Square Yard	\$ 40.00
14-C	Edge Failure Repair shall meet the requirements of Attachment H		
14-C1	Edge Failure Repair 0 to 50 square yards, per mile	Unit	\$ 550.00
14-C2	Edge Failure Repair 51 to 250 square yards, per mile	Unit	\$ 150.00
14-C3	Edge Failure Repair 251 to 500 square yards, per mile	Unit	\$ 85.00
14-C4	Edge Failure Repair greater than 501 square yards, per mile	Unit	\$ 45.00
15-A	Asphalt Pavement Repair Haul by Vendor First Ton Mile	Ton Mile	\$ 2.00
15-B	Asphalt Pavement Repair Haul by Vendor Each Additional Mile	Ton Mile	\$ 0.25
16-A	Asphalt Pavement Repair Waste Haul by Vendor per truck/driver	Hour	\$ 90.00
17-A	Asphalt Pavement Repair Daytime Mobilization		
17-A1	Asphalt Pavement Repair Daytime Mobilization - Brooke County	Lump Sum	\$ 1,500.00
17-A2	Asphalt Pavement Repair Daytime Mobilization - Hancock County	Lump Sum	\$ 1,500.00
17-A3	Asphalt Pavement Repair Daytime Mobilization - Marshall County	Lump Sum	\$ 1,500.00
17-A4	Asphalt Pavement Repair Daytime Mobilization - Ohio County	Lump Sum	\$ 1,500.00
17-A5	Asphalt Pavement Repair Daytime Mobilization - Tyler County	Lump Sum	
17-A6	Asphalt Pavement Repair Daytime Mobilization - Wetzel County	Lump Sum	\$ 1,500.00
17-B	Asphalt Pavement Repair Nighttime Mobilization		
17-B1	Asphalt Pavement Repair Nighttime Mobilization - Brooke County	Lump Sum	\$ 2,500.00
17-B2	Asphalt Pavement Repair Nighttime Mobilization - Hancock County	Lump Sum	\$ 2,500.00

District 6 - Brooke County, Hancock County, Marshall County,  
Ohio County, Tyler County and Wetzel County

ITEM NUMBER	EXTENDED DESCRIPTION	UNIT OF MEASURE	UNIT COST
17-B3	Asphalt Pavement Repair Nighttime Mobilization - Marshall County	Lump Sum	\$ 2,500.00
17-B4	Asphalt Pavement Repair Nighttime Mobilization - Ohio County	Lump Sum	\$ 2,500.00
17-B5	Asphalt Pavement Repair Nighttime Mobilization - Tyler County	Lump Sum	
17-B6	Asphalt Pavement Repair Nighttime Mobilization - Wetzel County	Lump Sum	\$ 2,500.00
18-A	Asphalt Pavement Repair On-Site Mobilization	Hourly	\$ 500.00
19-A	Asphalt Pavement Repair Maintaining Traffic Pilot Truck and Driver	DAY	\$ 725.00
19-B	Asphalt Pavement Repair Maintaining Traffic Traffic Control Devices	UNIT	\$ 1.20
19-C	Asphalt Pavement Repair Maintaining Traffic Flagger	HOUR	\$ 65.00
19-D	Asphalt Pavement Repair Maintaining Traffic Arrow Board	DAY	\$ 25.00
20-A	Asphalt Pavement Repair Off-Season Plant Opening First Day	DAY	\$ 5,000.00
20-B	Asphalt Pavement Repair Off-Season Plant Opening Each Additional Day	DAY	\$ 1,000.00



State of West Virginia  
Request For Quotation

Procurement Folder : 569923

Document Description : PROJECT PREP SITE WORK / MAINTENANCE BY THE VENDOR 6619C054

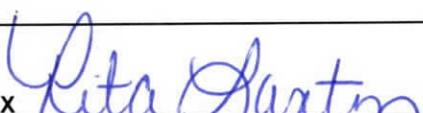
Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2019-05-17	2019-05-24 13:30:00	ARFQ 0803 DOT1900000042	4	Final

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON WV 25302 US	<b>Vendor Name, Address and Telephone</b> Kelly Paving, Inc. P.O. Box 366 Williamstown, WV 26187 Phone (304) 424-7353  Kelly Paving, Inc. Rayland Division Phone (740) 859-2104

FOR INFORMATION CONTACT THE

Dusty J Smith  
(304) 558-9398  
dusty.j.smith@wv.gov

Signature X  FEIN # 55-0583614 DATE May 24, 2019

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

\*\*\*\*\*NOTICE\*\*\*\*\*

MAKE SURE YOU DOWNLOAD ALL INFORMATION  
 TERMS AND CONDITIONS-SPECIFICATIONS-INFORMATIONAL ATTACHMENTS-PURCHASING AFFIDAVIT-PRICING PAGES-SIGN THE  
 PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE PURCHASING, AND  
 COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND  
 UNEMPLOYMENT INSURANCE

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	PROJECT PREP SITE WORK / MAINTENANCE BY THE VENDOR	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
72141003			

**Extended Description**

PROJECT PREP SITE WORK / MAINTENANCE BY THE VENDOR 6619C054  
 PER THE ATTACHED PRICING PAGES AND INFORMATION ATTACHMENT FORMS

Line	Event	Event Date
1	PRE-BID CONFERENCE 1pm	2019-05-06
2	TECHNICAL QUESTION DUE BY 2PM	2019-05-13

<b>DOT1900000042</b>	<b>Document Phase</b> <b>Final</b>	<b>Document Description</b> PROJECT PREP SITE WORK / MAINTENANCE BY THE VENDOR 6619C054	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# INSTRUCTIONS TO VENDORS SUBMITTING BIDS

## West Virginia Division of Highways Maintenance Division

- 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 the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope 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. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 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 Agency 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 or the fee then assessed by said Division, 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.

**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 the West Virginia Vendor Self Service Portal website 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 Agency reserves the right to reject the bid of any vendor when the Agency 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. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

**14. ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.

**15. TIE BIDS:** When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

**16. 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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

## ADDITIONAL INSTRUCTIONS TO VENDORS SUBMITTING BIDS

### West Virginia Division of Highways Maintenance Division

17. **A NON-MANDATORY PRE-BID Meeting** will be held at the following location and time. Vendors are not required to attend; however, Vendors are highly encouraged.

West Virginia Division of Culture and History  
The Cultural Center  
State Theater  
State Capitol Complex  
1900 Kanawha Boulevard, East  
Charleston, WV 25305

May 6, 2019  
1:00 PM – 3:00 PM

A sign-in sheet will be provided. All persons in attendance should complete the sign-in sheet by providing the Vendor/Contractor's Company Name, Representative's Name, address, phone number, fax number and email address. An envelope will be provided for the Vendor/Contractor's to place a business card.

Questions/comments submitted by a Vendor prior to or during the Meeting will be discussed at the Meeting, if time permits. Any discussions or answers to questions at the Meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

18. **TECHNICAL QUESTION AND ANSWER PERIOD:** Vendors may submit written Technical Questions to the Buyer, Dusty Smith, via the email address on the face of the Solicitation. Technical Questions **MUST** be submitted prior to the end of the Question and Answer Period. All Technical Questions will be responded to via Addendum through wvOASIS/VSS and will appear in the Purchasing Bulletin through wvOASIS/VSS. It is imperative that all Vendors register with wvOASIS/VSS, provide a valid email address, in order to be advised when an Addendum is issued. **HARD COPY MAILINGS WILL NOT BE SENT TO VENDORS.** Vendors not registered in wvOASIS/VSS can access all Addendums issued by sourcing the Purchasing Bulletin in wvOASIS/VSS through Public Access.

Addendums can answer Technical Questions, revise the Bid Closing Date and/or Time or revise the Technical Question and Answer Period. An Addendum Acknowledgement Form will be sent with each Addendum. Vendors should complete and sign the Addendum Acknowledgement Form and return the Form with their Bid Submission to acknowledge that the Addendum was received.

- **Technical Question and Answer Period shall be:**  
**Upon release of the Solicitation through May 13, 2019, 2:00 PM**

**For questions to be addressed via Addendum, questions MUST be received by the Buyer prior to the end of the Period.**

19. **BLACK OUT PERIOD:** Once the Solicitation has been released for bidding, all communication with the WV Division of Highways **MUST** cease. Questions may be addressed to the WV Division of Highways panel during the Non-Mandatory Pre-Bid Meeting; however, once the meeting is adjourned, no additional Solicitation communication can be made with any WV Division of Highways employee. All communication must be submitted to the Buyer, Dusty Smith, via email, fax or mail. Once the contracts have been awarded, the Black Out Period will end. Any communication with a WV Division of Highways employee during the Black Out Period shall give cause for cancellation of the Solicitation.
20. **BID SUBMISSION (additional to Section 3.):** A bid that is not submitted electronically through wvOASIS/VSS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency. **Bid submission will not be accepted via facsimile nor email.**

SEALED BID: Project Preparation Site Work/Maintenance by the Vendor 6619C054

BUYER: Dusty Smith

SOLICITATION NO: ARFQ DOT1900000042

BID OPENING DATE: May 21, 2019

BID OPENING TIME: 1:30 PM (13:30)

21. **BID FORMATTING (additional to Section 5.):** Vendors submitting an electronic bid thru wvOASIS/VSS, should upload the Pricing Pages in Excel Format. All other documents may be uploaded as a PDF. This will expedite the bid evaluation and award process. It is **NOT** required that the Vendor upload the entire Instructions to Vendors, General Terms and Conditions, Contract Specifications nor the Drawing Detail Attachments A through H. For those Vendors submitting paper bids, it is also **NOT** required that the Vendor mail the entire Instructions to Vendors, General Terms and Conditions. Contract Specifications nor the Drawing Detail Attachments A though H.

**Vendors SHALL submit/upload their signed bid submission with the following documents:**

- Fully completed and signed Certification and Signature Page
- Applicable Information Attachment Forms AA, BB and/or CC
- Pricing Pages

Prior to award, Vendors **SHALL** provide the following documents. Additionally, to expedite the bid evaluation and award process, the WV Division of Highways requests

that the Vendors provide these documents with their bid submission; however, it is not required, but must be provided prior to award:

- Completed Contract Manager Information Page
- Completed, Signed and Notarized Purchasing Affidavit
- Completed, Signed and Notarized Disclosure of Interested Parties to Contracts
- A copy of their current WV Contractor's License
- An Insurance Certificate naming the State as a certificate holder in the amount of \$1,000,000.00.
- Proof of Automobile Liability Insurance in at least an amount of \$1,000,000.00 per occurrence.

22. **EXCEPTIONS AND CLARIFICATIONS (additional to Section 7.):** Any exceptions and clarifications to any part/document in this Solicitation **SHALL** be submitted during the Technical Question and Answer. Any exceptions and clarifications made to any part/document in this Solicitation upon Bid Submission may result in bid disqualification.
23. **REGISTRATION (additional to Section 8.):** Vendors awarded a contract for this Solicitation are NOT required to pay the \$125 Vendor Registration Fee, if, this is the only Solicitation bid submission that you will be submitting to the State of West Virginia. However, Vendors are required to register with the Purchasing Division via wvOASIS/Vendor Self-Service (VSS) Portal in order to be awarded a contract. Vendors needing to register with wvOASIS/Vendor Self-Service (VSS) Portal may source the following website for a step-by-step guide: [www.transportation.wv.gov/Pages/default.aspx](http://www.transportation.wv.gov/Pages/default.aspx), scroll down to "Bid Opportunities" on the right of the page, click, then choose "Simple Guide to Maintenance contracts" and click. Additionally, VSS also offers a Registration Quick Start Guide along with a Help Desk Toll-Free number and a Chat option.
24. **PREFERENCE (additional to Section 10.):** There shall be NO Vendor Preference associated with this Solicitation. Vendor Preference may only be requested in Solicitations for the purchase of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects.

**GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency 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"** means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.

**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 Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".

**2.4. "Award Document"** means the document signed by the Agency and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.

**2.5. "Solicitation"** means the official notice of an opportunity to supply the Agency with goods or services.

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

**2.7. "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 in writing 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 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 prior to the expiration of this Contract shall be effective for no more than 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 that 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 goods contracted for have been delivered, but in no event will this Contract extend for more than one calendar 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 and Agency.

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

**7. EMERGENCY PURCHASES:** The Agency may 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 and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. 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, by the Agency, shall not constitute of breach of this Contract and shall not entitle the Vendor to injunctive relief or 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 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 Agency prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency 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 Agency 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, award, in a form acceptable to the Agency.

- WEST VIRGINIA 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 worker's compensation, shall maintain worker's 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 Agency 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 Agency 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 Agency may also cancel any purchase or this contract for any reason or no reason upon 30 days written notice to the Vendor.

**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:** To the extent required by applicable law, 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 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 Agency 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 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.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf>.

**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. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

**30. LICENSING:** 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 Agency, 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:** To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.

**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 the 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 with the following reports identified by a checked box below:

Such reports as the Agency 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 Agency via email to the Agency representative specified by Agency.

**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 hearth, 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.

**42.** It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances ,if applicable ,or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.

**43.** In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:

- a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
- b. Solicitation and any documents required by the Solicitation,
- c. Bid or Proposal,
- d. Award Document.

## **ADDITIONAL GENERAL TERMS AND CONDITIONS**

### **West Virginia Division of Highways Maintenance Division**

- 44. INSURANCE (additional to Section 8.):** The apparent successful Vendor shall furnish proof of Automobile Liability Insurance in at least an amount of \$1,000,000.00 per occurrence. Workers' Compensation Coverage as required by law, with Employers Liability Coverage included
  
- 45. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of Vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, 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.

Kelly Paving, Inc.

(Full Company Name)



(Authorized Signature)

Rita Lantz, Assistant Vice-President

(Print or Type Name and Title  
of Signatory)

(740) 859-2104

(Phone Number)

(740) 859-6137

(Fax Number)

rlantz@shellyandsands.com

(Email address)

May 24, 2019

(Date)

**Form pre-approved by DOH legal division on July 12, 2016.  
Attorney signature not required.**

**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 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.

Kelly Paving, Inc.

Full Company Name



Authorized Signature

May 24, 2019

Date

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

REQUEST FOR QUOTATION  
Project Preparation Site Work/Maintenance with Labor by the Vendor

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end Project Preparation Site Work/Maintenance Contract for use on roadway maintenance and repair projects throughout the State of West Virginia. This will include all materials, equipment and labor by the Vendors to perform Ditching, Pipe Repair/Replacement and Asphalt Pavement Repair. This contract will supplement the WVDOH District work force for maintenance and repair.

NOTE: This contract will not include guardrail repair/replacement. The WVDOH shall perform all guardrail repair/replacement, as needed, per service, per project.

The WVDOH will not consider price adjustments such as an increase or decrease in price for the potential one-year renewal periods.

- 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”** 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 “MP” and/or “MCS&T”** used throughout this Solicitation means the Materials Procedures as administered by the WVDOH Materials Control, Soil and Testing Division who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system. Reference:  
<http://www.transportation.wv.gov/highways/mcst/Pages/default.aspx>
- 2.6 “Asphalt”, “Hot Mix Asphalt” and “HMA”** 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, including any Supplementals, shall mean **“Asphalt”**.

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- 2.7 **“EPA”** used throughout this Solicitation means Environmental Protection Agency and the WV Department of Environmental Protection and should reference both the Federal, State and Local levels of government. Please reference [www.epa.gov](http://www.epa.gov) and [www.dep.wv.gov](http://www.dep.wv.gov).
- 2.8 **“OSHA”** used throughout this Solicitation means Occupational Safety and Health Administration. Reference: [www.osha.gov](http://www.osha.gov).
- 2.9 **“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, including any Supplementals, are interchangeable.
- 2.10 **“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, including any Supplementals.

**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, 107.1, 107.2, 107.3, 107.12, 107.14, 107.15, 107.16, 107.19, 107.20, 108.3, 108.5, 108.6, 108.7, 108.8, 109.1, 109.2, 109.20, 207.5, 207.6.1, 207.6.2, 207.6.3, 211, 229, 408, 507.2, 507.3, 604 and 636.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the Supplemental Latest Edition) using the Attachment A Standard Specifications Order Form and sent to:

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

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

Prior to the commencement of any work performed by the Vendor on this contract, the WVDOH shall acquire all required permits.

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- 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 DITCHING:** Ditching, Item 1-A, Correcting Deep Ditches, Item 1-B, Restoring Shoulders, Item 1-C and Shoulder Stone Placement, Item 1-D shall be used for trimming, sloping and cleaning to open all inlets and outlets identified on a Delivery Order.

- Ditches shall be inspected for damage prior to the start of work. If damage is discovered, this shall be reported to the WVDOH District Engineer or designee for further instructions.
- Ditches shall be cleared of all obstructions, such as, but not limited to, trees, branches, boulders, to allow the ditch flow-line of water to be led to a suitable place of discharge.
- All debris/obstacles removed from a ditch shall be disposed of by the Vendor in accordance with EPA waste disposal laws and regulations. Debris/obstacles that can be recycled/mulched/crushed may only be used to complete the project if prior approval by the WVDOH District Engineer or designee.

**3.2.1.1 Ditching,** Item 1-A shall meet the depth and width requirements of the Standard Detail for Shoulder and Ditches, Attachment A or as directed by the Delivery Order and the WVDOH District Engineer or designee and shall be bid per Shoulder Mile.

**3.2.1.2 Correcting Deep Ditches,** Item 1-B shall meet the Rock Borrow Excavation requirements of the Standard Detail for Correcting Deep Ditches, Attachment B or as directed by the Delivery Order and the WVDOH District Engineer or designee and shall be bid per Ton.

**3.2.1.3 Restoring Shoulders,** Item 1-C shall meet the requirements of the Standard Detail for Restoring Shoulders for Guardrail, Attachment C or as directed by the Delivery Order and the WVDOH District Engineer or designee and shall be bid per Ton.

**3.2.1.4 Shoulder Stone Placement,** Item 1-D shall meet the requirements of the Standard Detail for Shoulder Reconstruction, Attachment D or as directed by the Delivery Order and the WVDOH District Engineer or designee and shall be bid per Ton.

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- All labor, equipment and material to complete Item 1-A, 1-B, 1-C and 1-D shall be included in the unit bid price. Any traffic control required shall be charged per Section 3.2.1.9 of these Contract Specifications.

**3.2.1.5 Haul by Vendor for Ditching:**

**3.2.1.5.1 Haul by the Vendor for Correcting Deep Ditches, Item 1-B, Restoring Shoulders, Item 1-C and Shoulder Stone Placement, Item 1-D** is the distance over suitable routes selected by the WVDOH District Engineer or designee using the allowed for haul costs that will provide the lowest total cost to the WVDOH and shall be measured from the Vendor's Base of Operations, which shall be identified on the Information Attachment Form, to the WVDOH's mid-point of the project. The WVDOH shall source the WV Straight Line Diagrams for WV Primary Routes and WV Secondary Routes for these routes. The Diagrams 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 Base of Operations to the WV State line at which time, the Diagrams will be sourced to the WVDOH mid-point of the projection location.

**Haul by Vendor, Item 2-A and 2-B** will only be requested in combination with other awarded items.

**3.2.1.6 Waste Haul for Ditching, Item 3-A** shall be used for the hauling of/disposal of debris and any material unsuitable for backfill from the project site to a WVDOH approved waste location. This location shall be within proximity to the project site and will be provided on the Delivery Order. The Vendor shall bid an hourly rate per truck/driver.

**3.2.1.7 Ditching Mobilization:** All operations required to move personnel, equipment, supplies and incidentals to a project site. Only one mobilization for Ditching per day of operation will be paid, unless moves of over five (5) miles between individual project 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 Ditching 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

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project locations. NOTE: This provision may require roundtrip moves of up to ten (10) miles with no additional mobilization per project payment. An individual ditching location shall be defined as a ditching job where no skips exceeding 1,000 feet are involved, except between the approach slabs of a bridge or parallel pair of bridges.

**3.2.1.7.1 Daytime Ditching Mobilization,** Item 4-A is a daytime ditching mobilization charge that will be charged per County within a WVDOH District. The Vendor may bid any or all Counties within a WVDOH District. The Vendor shall bid a lump sum cost for mobilization to a County.

**3.2.1.7.2 Nighttime Ditching Mobilization,** Item 4-B is a nighttime ditching mobilization charge that will be charged per County within a WVDOH District. The Vendor may bid any or all Counties within a WVDOH District. The Vendor shall bid a lump sum cost for mobilization to a County.

**3.2.1.8 On-Site Ditching Mobilization,** Item 5-A shall be non-production moves within a project over 1,000 feet. The Vendor shall bid an hourly cost.

**3.2.1.9 Maintaining Traffic for Ditching:** 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 improvement operations shall be scheduled by the Contractor to keep traffic delay to a minimum.

Traffic Control may be furnished by the WVDOH; however, when Pilot Truck and Driver, Item 6-A; Traffic Control Devices, Item 6-B; Flagger, Item 6-C and/or Arrow Board, Item 6-D are requested by the WVDOH District Engineer or designee for a project, traffic shall be maintained by the Vendor in accordance with Standard Specs Section 636.

The roadway shall be free of dirt and debris and opened to the traveling public at the end of each shift with no additional cost to the WVDOH.

**3.2.1.10 Ditching Acceptance Criteria:** It is the expectation of the WVDOH that the Vendor completes each job in the best possible reasonable timeframe while meeting all requirements of the project. A daily visual inspection, by the WVDOH District Engineer or designee, shall be accessed of the Ditching work. Work found not in compliance with the requirements of this contract may be required to be reworked at

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the Contractor's expense until acceptable by the WVDOH District Engineer or designee.

Upon completion of the project, the WVDOH District Engineer or designee shall approve the project as acceptable and complete.

**3.2.1.11 Vendor's Base of Operation for Ditching:** The Vendor shall provide the Vendor's Base of Operation on Exhibit AA, Information Attachment Form that will be providing services listed on Exhibit A, Pricing Page.

**3.2.2 PIPE REPAIR/REPLACEMENT:** All repair/replacement pipe shall be installed to match the existing inlet and outlet invert elevations unless otherwise directed by the WVDOH District Engineer or designee. The minimum and maximum depth of cover shall be as per the manufacturer's recommendation and shall be no less than 12 inches.

The inlet side shall remain; however, the outlet side can be raised to a more-shallow depth installation, at the direction of the WVDOH District Engineer or designee.

The WVDOH shall provide the pipe and needed pipe hardware required per repair/replacement project. The WVDOH shall deliver to the repair/replacement project site.

Prior to the issuance of a Delivery Order for Pipe Repair/Replacement, the WVDOH District Engineer or designee shall have all required Environmental Permits in place.

NOTE: When replacing gravel surfaces, Type F Trench backfill shall be no less than 12 inches below the surface.

Pipe Repair/Replacement shall meet the requirements of the Standard Detail for Repaving Pipe Trenches F, Attachment E or as identified by the Delivery Order and the WVDOH District Engineer or designee and shall be bid per Linear Foot.

**3.2.2.1** Pipe size shall be per range tiers of 15" to 60" per F Trench type per the Pricing Page. Bid price shall be per Linear Foot. Item 7-A through 7-I.

**3.2.2.2** The Vendor shall bid backfill for F Trench by the cubic yard, Item 8-A

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**3.2.2.3** All labor, equipment and material, excluding pipe and needed pipe hardware and F Trench backfill, to complete Item 7-A through 7-I shall be included in the unit bid price. Any traffic control required shall be charged per Section 3.2.2.9 of these Contract Specifications.

**3.2.2.4** Safe Access and Egress Surcharge. To meet OSHA standards required for trenching, sloping, shoring, use of shielding protections or other types of supports to prevent soil cave-ins, after a depth of 4-foot, the Vendor may add a Surcharge to the project. If the WVDOH District Engineer or designee did not include this Surcharge in their initial estimated cost for the project, the Vendor shall advise the WVDOH District Engineer or designee. The WVDOH District Engineer or designee may agree or disagree with the Vendor's request.

**3.2.2.4.1** Depth of 5-foot up to 10-foot, Item 9-A.

**3.2.2.4.2** Depth of greater than 10-foot not to exceed 15-foot, Item 9-B.

**3.2.2.4.3** Depth of greater than 15-foot not to exceed 20-foot, Item 9-C.

**3.2.2.5** Erosion Control will be the responsibility of the WVDOH.

**3.2.2.6 Waste Haul for Pipe Repair/Replacement**, Item 10-A shall be used for the hauling of/disposal of debris and any material unsuitable for backfill from the project site to a WVDOH approved waste location. This location shall be within proximity to the project site and will be provided on the Delivery Order. The Vendor shall bid an hourly rate per truck/driver.

**3.2.2.7 Pipe Repair/Replacement Mobilization:** All operations required to move personnel, equipment, supplies and incidentals to a project site. Only one mobilization for Pipe Repair/Replacement per day of operation will be paid, unless moves of over five (5) miles between individual project 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 Pipe Repair/Replacement 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 project locations. NOTE: This provision may require roundtrip moves of up to ten (10) miles with no additional mobilization per project payment. An individual Pipe Repair/Replacement location shall be defined as a Pipe

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Repair/Replacement job where no skips exceeding 1,000 feet are involved, except between the approach slabs of a bridge or parallel pair of bridges.

**3.2.2.7.1 Daytime Pipe Repair/Replacement Mobilization:** Item 11-A is a daytime pipe repair/replacement mobilization charge that will be charged per County within a WVDOH District. The Vendor may bid any or all Counties within a WVDOH District. The Vendor shall bid a lump sum cost for mobilization to a County.

**3.2.2.7.2 Nighttime Pipe Repair/Replacement Mobilization:** Item 11-B is a nighttime pipe repair/replacement mobilization charge that will be charged per County within a WVDOH District. The Vendors may bid any or all Counties within a WVDOH District. The Vendor shall bid a lump sum cost for mobilization to a County.

**3.2.2.8 On-Site Pipe Repair/Replacement Mobilization,** Item 12-A shall be non-production moves within a project over 1,000 feet. The Vendor shall bid an hourly cost.

**3.2.2.9 Maintaining Traffic for Pipe Repair/Replacement:** 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 improvement operations shall be scheduled by the Contractor to keep traffic delay to a minimum.

Traffic Control may be furnished by the WVDOH; however, when Pilot Truck and Driver, Item 13-A; Traffic Control Devices, Item 13-B; Flagger, Item 13-C and/or Arrow Board, Item 13-D are requested by the WVDOH District Engineer for a project, traffic shall be maintained by the Vendor in accordance with Standard Specs Section 636.

The cost for Bridging/Plating material used to maintain traffic at the end of a work shift shall be incidental to the project and shall be at no additional cost to the WVDOH.

The roadway shall be free of dirt and debris and opened to the traveling public at the end of each shift with no additional cost to the WVDOH.

**3.2.2.10 Pipe Repair/Replacement Acceptance Criteria:** It is the expectation of the WVDOH that the Vendor completes each job in the best possible reasonable timeframe while meeting all requirements of the project. A daily visual inspection, by the WVDOH District Engineer or

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designee, shall be accessed of the Pipe Repair/Replacement work. Work found not in compliance with the requirements of this contract may be required to be reworked at the Contractor's expense until acceptable by the WVDOH District Engineer or designee.

Upon completion of the project, the WVDOH District Engineer or designee shall approve the project as acceptable and complete.

**3.2.2.11 Vendor's Base of Operation for Pipe Repair/Replacement:**

The Vendor **shall** provide the Vendor's Base of Operation on Exhibit BB, Information Attachment Form that will be providing services listed on Exhibit A, Pricing Page.

- 3.2.3 ASPHALT PAVEMENT REPAIR:** Pot Hole Repair, Item 14-A, Base Failure Repair, Item 14-B or Edge Failure Repair, Item 14-C shall be requested to correct potholes, edge failures, upheavals, settlements, cracking, raveling and base failures to prevent further deterioration, eliminate safety hazards, improve riding quality and restore proper drainage and identified on a Delivery Order.

Repairing an existing pavement shall consist of squaring up the repair area, removing damaged material to a depth, per the Standard Detail, directed by the WVDOH District Engineer or designee, cleaning, hauling and disposing of existing pavement, tacking of existing surfaces and placing and compacting Asphalt Base II in lifts not exceeding two inches to the level of the existing pavement.

There will be no price adjustment to the asphalt used for Asphalt Pavement Repair.

**3.2.3.1 Pot Hole Repair,** Item 14-A shall include all labor, equipment and material to complete Pot Hole Repair, according to Attachment F. The Vendor shall bid per the density range Unit tiers of per square yard, per mile, identified on the Pricing Page, Items 14-A1, 14-A2, 14-A3 and 14-A4. Any traffic control required shall be charged per Section 3.2.3.8 of the Contract Specifications.

**3.2.3.2 Base Failure Repair,** Item 14-B shall include all labor, equipment and materials to complete Base Failure Repair, according to Attachment G. The Vendor shall bid per the density range Unit tiers of per square yard, per mile, for asphalt, identified on the Pricing Page, Items 14-B1 through 14-B4. The Vendor shall bid per the density range tiers of per square yard for stone, identified on the Pricing Page, Items 14-B5 through 14-B8. NOTE: Per Attachment G, "Varies\*" shall mean for every 3

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inches of asphalt, there shall be 6 inches of stone. Any traffic control required shall be charged per Section 3.2.3.8 of these Contract Specifications.

**3.2.3.3 Edge Failure Repair**, Item 14-C shall include all labor, equipment and materials to complete Edge Failure Repair according to Attachment H. The Vendor shall bid per the density range Unit tiers of per square yard, per mile, identified on the Pricing Page, Items 14-C1, 14-C2, 14-C3 and 14-C4. Any traffic control required shall be charged per Section 3.2.3.8 of these Contract Specifications.

**3.2.3.4 Haul by Vendor for Asphalt Pavement Repair:**

**3.2.3.4.1 Haul by the Vendor for Asphalt Pavement Repair** is the distance over suitable routes selected by the WVDOH District Engineer using the allowed for haul costs 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. The WVDOH shall source the WV Straight Line Diagrams for WV Primary Routes and WV Secondary Routes for these routes. The Diagrams 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 Diagrams will be sourced to the WVDOH mid-point of the projection location.

**Haul by Vendor**, Item 15-A and 15-B will only be requested in combination with other awarded items.

**3.2.3.5 Waste Haul for Asphalt Pavement Repair**, Item 16-A shall be used for the hauling of/disposal of debris and any material unsuitable for backfill from the project site to a WVDOH approved waste location. This location shall be within proximity to the project site and will be provided on the Delivery Order. The Vendor shall bid an hourly rate per truck/driver.

**3.2.3.6 Mobilization for Asphalt Pavement Repair:** All operations required to move personnel, equipment, supplies and incidentals to a

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project site. Only one mobilization for Asphalt Pavement Repair per day of operation will be paid, unless moves of over five (5) miles between individual project 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 project locations. NOTE: This provision may require roundtrip moves of up to ten (10) miles with no additional mobilization per project payment. An individual Asphalt Pavement Repair location shall be defined as an Asphalt Pavement Repair job where no skips exceeding 1,000 feet are involved, except between the approach slabs of a bridge or parallel pair of bridges.

**3.2.3.6.1 Daytime Asphalt Pavement Repair Mobilization:** Item 17-A is a daytime asphalt pavement repair mobilization charge that will be charged per County within a WVDOH District. The Vendor may bid any or all Counties within a WVDOH District. The Vendor shall bid a lump sum cost for mobilization to a County.

**3.2.3.6.2 Nighttime Asphalt Pavement Repair Mobilization:** Item 17-B is a nighttime asphalt pavement repair mobilization charge that will be charged per County in a District. The Vendor shall bid a lump sum cost for mobilization to a County.

**3.2.3.7 On-Site Asphalt Pavement Repair Mobilization,** Item 18-A shall be non-production moves within a project over 1,000 feet. The Vendor shall bid an hourly cost.

**3.2.3.8 Maintaining Traffic for Asphalt Pavement Repair:** 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 improvement operations shall be scheduled by the Contractor to keep traffic delay to a minimum.

Traffic Control may be furnished by the WVDOH; however, when Pilot Truck and Driver, Item 19-A; Traffic Control Devices, Item 19-B; Flagger, Item 19-C and/or Arrow Board, Item 19-D are requested by the WVDOH District Engineer for a project, traffic shall be maintained by the Vendor in accordance with Standard Specs Section 636.

The roadway shall be free of dirt and debris and opened to the traveling public at the end of each shift with no additional cost to the WVDOH.

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**3.2.3.9 Asphalt Pavement Repair Acceptance Criteria:** It is the expectation of the WVDOH that the Vendor completes each job in the best possible reasonable timeframe while meeting all requirements of the project. A daily visual inspection, by the WVDOH District Engineer or designee, shall be accessed of the Asphalt Pavement Repair work. Work found not in compliance with the requirements of this contract may be required to be reworked at the Contractor's expense until acceptable by the WVDOH District Engineer or designee.

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. 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.

Upon completion of the project, the WVDOH District Engineer or designee shall approve the project as acceptable and complete.

**3.2.3.10 Off-Season Plant Opening:** 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. 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 Item 20-A and 20-B shall be subject to the following conditions:

**3.2.3.10.1** Payment for this item can only be authorized and made during the winter months, i.e., between December 15<sup>th</sup> and March 15<sup>th</sup>, 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.

**3.2.3.10.2** 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 day.

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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.

**3.2.3.10.3** 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.

**3.2.3.11 Vendor's Plant Location for Asphalt Pavement Repair:** The Vendor shall provide the Vendor's Plant Location/Source on Exhibit CC, Information Attachment Form that will be supplying the materials used on Exhibit A, Pricing Page.

#### **4. CONTRACT AWARD:**

**4.1 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.

**4.2 Pricing Pages and Information Attachment Form:**

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- 4.2.1 Pricing Pages:** Vendors should complete the Pricing Pages by providing unit prices per each Contract Item Bid. Vendors may bid any or all WVDOH Districts. Vendors may bid any or all Counties located within a WVDOH District.

Exhibit A, Pricing Page for Ditching, Pipe Repair/Replacement and Asphalt Pavement Repair

Vendors may bid any or all items on the Pricing Pages. Bidding on any one Contract Item may not be conditioned on the acceptance of the bid on any other Contract Item or Items.

The Pricing Pages 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 to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [dusty.j.smith@wv.gov](mailto:dusty.j.smith@wv.gov).

- 4.2.2 Information Attachment Form:** The Information Attachment Forms shall identify the Vendor's Base of Operations location for Ditching, Base of Operation location for Pipe Repair/Replacement and the Plant Location/Source that will be supplying the asphalt materials for Asphalt Pavement Repair. The Vendor **shall** provide the 911 address or the most recent physical street address, city and state, for the three Base Locations. If the Vendor fails to provide the Location information as requested, the Vendor's bid will be disqualified for that bid submission.

Exhibit AA, Information Attachment Form for Ditching  
Exhibit BB, Information Attachment Form for Pipe Repair/Replacement  
Exhibit CC, Information Attachment Form for Asphalt Pavement Repair

**NOTE:**

- If a Vendor will be sourcing multiple Locations for each service, and ALL pricing is the same, ALL Locations can be listed on one Information Attachment Form, per service and one Pricing Page submission is acceptable, per service.
- If a Vendor will be sourcing multiple Locations for each service, at varying prices, additional, separate Information Attachment Forms and Pricing Pages, per service must be submitted.

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- A bid submission SHALL include the Pricing Pages AND corresponding Information Attachment Forms. Any bid submitted without the Information Attachment Forms WILL BE DISQUALIFIED.

5. **DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor for an individual project, the WVDOH District Engineer or designee will calculate the lowest overall total cost of the price of all items required per project.

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.

It shall be the intent of this contract to award a Delivery Order to one Vendor, per low-bid, per project, whether that project requires one, two or three of the services contained in this contract.

In the instance of a project requiring all three services and the WVDOH not having a contract with one or more Vendors, the WVDOH reserves the right to issue multiple Delivery Orders to various Vendor contracts to complete the project.

6. **ORDERING AND PAYMENT:**

6.1 **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 can 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.

6.2 **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. It is preferred that the Vendor accept the State of West Virginia's Purchasing Card for payment of orders under this Contract; however, if acceptance of the Purchasing Card for payment is not an option by the Vendor, Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions.

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

REQUEST FOR QUOTATION  
Project Preparation Site Work/Maintenance with Labor by the Vendor

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- 7.1 Project Acceptance:** Upon receipt of a Delivery Order, the Vendor shall advise the WVDOH, in writing, within five (5) calendar days of their acceptance or refusal of the project work of the Delivery Order. If the Vendor refuses the Delivery Order, the WVDOH shall go to the next low bid Vendor according to Section 5 of the Contract Specifications. 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 low bidder.
- 7.2** Prior to the commencement of any work performed by the Vendor on a Delivery Order, the Vendor shall contact Miss Utility of WV via the WV811 app or by dialing 811 at least two business days prior to the Delivery Order project start date to allow the utility to identify and mark their facilities. A reference number will be provided to the Vendor to serve as proof of the contact. The Vendor shall note this reference number on the project's Delivery Order for potential needed justification.
- 7.3 Delivery Time:** Each Delivery Order shall provide the project's tentative start and end date including the daily start and end times based on the Vendor's acceptance of a Delivery Order. If work is not started by the Vendor by the specified starting date or the negotiated starting date, the Delivery Order may be cancelled and issued to the next low bidder.

The WVDOH shall have the option to negotiate, with the Vendor, on the project's tentative start and end date. Work on the project shall be continuous unless approved by the WVDOH District Engineer or designee.

If work is not completed by the completion date as specified on the Delivery Order, liquidated damages may be assessed in accordance with Standard Specs Section 108.7. Vendor shall deliver emergency orders within an agreed upon acceptable timeframe 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.

- 7.4 Adverse Weather Conditions:** Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOH District Engineer or designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOH, the Vendor or the general public, work shall be suspended by the WVDOH District Engineer or designee. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOH District Engineer or designee. After a weather-related suspension of work, the WVDOH District Engineer or designee

REQUEST FOR QUOTATION  
Project Preparation Site Work/Maintenance with Labor by the Vendor

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shall determine when work shall commence.

- 7.5 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.
- 7.6 Delivery Payment/Risk of Loss:** Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.
- 7.7 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 arrange 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.
- 7.8 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.

**8. ANTI-COLLUSION CLAUSE:**

- 8.1** Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
- 8.1.1.** been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
  - 8.1.2** been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;

**REQUEST FOR QUOTATION**  
**Project Preparation Site Work/Maintenance with Labor by the Vendor**

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- 8.1.3** been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
  - 8.1.4** exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
  - 8.1.5** otherwise taken any action in restraint of free competitive bidding.
- 8.2** Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
- 8.2.1** made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;
  - 8.2.2** directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;
  - 8.2.3** otherwise taken any action to put in a sham bid.

**9. VENDOR DEFAULT:**

- 9.1** The following shall be considered a vendor default under this Contract.
  - 9.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
  - 9.1.2** Failure to comply with other specifications and requirements contained herein.
  - 9.1.3** Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this Contract.
  - 9.1.4** Failure to remedy deficient performance upon request.
- 9.2** The following remedies shall be available to Agency upon default.
  - 9.2.1** Immediate cancellation of the Contract.

REQUEST FOR QUOTATION  
Project Preparation Site Work/Maintenance with Labor by the Vendor

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9.2.2 Immediate cancellation of one or more Delivery Orders issued under this Contract.

9.2.3 Any other remedies available in law or equity.

**10. MISCELLENOUS:**

**10.1 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.

**10.2 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.

**10.3 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.

**10.4 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:** Chad Taylor

**Telephone Number:** Office (740) 859-2104 Cell (740) 819-4279

**Fax Number:** (740) 859-6137

**Email Address:** c.taylor@shellyandsands.com

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Kelly Paying, Inc.

Authorized Signature: *Lita Sarty* Date: May 24, 2019

State of OHIO

County of JEFFERSON, to-wit:

Taken, subscribed, and sworn to before me this 24th day of May, 2019.



Nicole D King  
Notary Public  
In and For the State of Ohio  
My Commission Expires  
**07 July 2023**

NOTARY PUBLIC

*Nicole D King*

Purchasing Affidavit (Revised 01/19/2018)

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Kelly Paving, Inc. Address: P.O. Box 366  
Williamstown, WV 26187

Name of Authorized Agent: Rita Lantz Address: P.O. Box 66, Rayland, Ohio 43943

Contract Number: Solicitation No. ARFQ 0803 D1900000042 Contract Description: Project Prep Site Work/Maintenance

Governmental agency awarding contract: State of West Virginia, Finance & Administration, Division of Highways

Check here if this is a Supplemental Disclosure

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

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

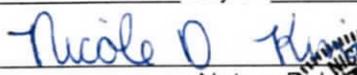
Signature:  Date Signed: May 24, 2019

**Notary Verification**

State of OHIO, County of JEFFERSON:

I, Rita Lantz, Assistant Vice-President, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 24th day of May, 2019.

  
Notary Public



**Nicole D King**  
Notary Public  
In and For the State of Ohio  
My Commission Expires

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

Revised June 8, 2018  
**07 July 2023**

**EXHIBIT AA, INFORMATION ATTACHMENT FORM**  
**Project Preparation Site work/Maintenance with Labor by the Vendor**  
**Vendor's Storage Sites**

**DITCHING**

**VENDOR NAME** Kelly Paving, Inc.

**Mandatory - Vendor shall complete this form and return with bid submission.**

**If a Vendor will be sourcing multiple Base of Operations for Ditching service and ALL pricing is the same, ALL Locations can be listed on one Exhibit AA, Information Attachment Form and one Exhibit A, Pricing Page is acceptable. If a Vendor will be sourcing multiple Base of Operations, at varying prices, a separate Exhibit AA, Information Attachment Form and Exhibit A, Pricing Page is required.**

Vendor's Base of Operation Location:

Kelly Paving, Inc.
4260 Freedom Way
Weirton, West Virginia 26062
Plant Manager: Ken Vargo
Phone (304) 748-1450

Vendor's Base of Operation Location:

Kelly Paving, Inc.
#1 Industrial Park Drive
Benwood, West Virginia 26031
Plant Manager: Harry Hudson
Phone (304) 232-6127

Vendor's Base of Operation Location:


Vendor's Base of Operation Location:








**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO. ARFQ DOT1900000042**

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:

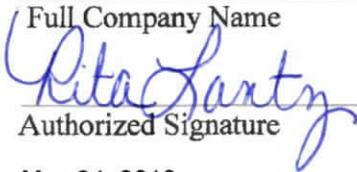
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <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 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.

Kelly Paving, Inc.

Full Company Name



Authorized Signature

May 24, 2019

Date

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

**AGENCY SOLICITATION NUMBER – ARFQ DOT1900000042**  
**Addendum Number: 1**

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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 questions.**

**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.

**Project Preparation Site Work/Maintenance by the Vendor**

**To answer vendor posed questions.**

Question #1: Interested in bidding on job just need a little bit more information about the job. Do u have a different webpage of the work or a set of blue prints.

Response #1: Per Section 1 of the Contract Specifications, please see that this is an open-end contract for projects throughout the State of West Virginia. Webpage of the work nor a set of blue prints are available.

Question #2A: May I ask if an estimated budget and start date have been established?

Response #2A: Please reference Response #1. Budget and start dates are established with each Delivery Order.

Question #2B: Is there is a specific address or location for the work site?

Response #2B: Please reference Response #1. Also, per Section 5 of the Contract Specifications, please see how each individual project will be determined. Once the low-bid Vendor has been chosen per project, a Delivery Order will be issued to that Vendor identifying the address/location of the work site.

Question #3: Can you tell me what District / County this project is located in?

Response #3: Please reference Response #1 and Response #2B. Also, per Section 4.2 of the Contract Specifications, please see that a Vendor may bid any or all WVDOH Districts and any or all Counties located within a District. Please refer to Exhibit A, Pricing Page for all Districts.

Question #4: Is this opportunity by invitation only or is it open to all contractors?

Response #4: All Vendors/Contractors are encouraged to participate in the bidding process for this request.

AGENCY SOLICITATION NUMBER – ARFQ DOT1900000042  
Addendum Number: 2

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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 questions.**

**Attach Sign in Sheets from Pre-bid conference**

**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.

**Project Preparation Site Work/Maintenance by the Vendor**

To answer vendor posed questions.

**Question 1: What is the depth on patching that could vary by square yard?**

Response 1: The square yardage would be paid per every 2 inch depth increment by square yard density, per mile.

**Question 2: Would it be possible to issue a sample P.O. for a Ditching project?**

Response 2: This contract is the first of its kind and there are no samples of a purchase order yet.

**Question 3: Would it be possible to issue a sample P.O. Pipe Repair / Replacement project?**

Response 3: This contract is the first of its kind and there are no samples of a purchase order yet.

**Question 4: Would it be possible to issue a sample P.O. for an Asphalt Pavement Repair project?**

Response 4: This contract is the first of its kind and there are no samples of a purchase order yet.

**Question 5A: Refer to Specifications Section 3.2.1.3 Restoring Shoulders - Often when performing this type work existing guardrail is present and needs to be removed in order to do correction. Will DOH have guardrail removed and be present to replace it or will contractor have to remove and replace rail as they perform the work?**

Response 5A: Reference Specifications section 1 and 3.2.1.9. This contract will supplement the WVDOH District work force for maintenance and repair. The WVDOH shall perform all guardrail repair/replacement, as needed, per service, per project. Vendor shall meet the requirements of the Standard Detail for Restoring Shoulders for Guardrail, Attachment C or as directed by the Delivery Order and the WVDOH District Engineer or designee and shall be bid per Ton.

**Question 5B: If DOH personnel is not readily available to replace rail who is responsible for the safety of the traveling public until rail is reinstalled?**

Response 5B: The Division of Highways is responsible. Any traffic control required shall be charged per Section 3.2.3.8 of the Contract Specifications. 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 improvement operations shall be scheduled by the Contractor to keep traffic delay to a minimum. Traffic Control may be furnished by the WVDOH; however, when Pilot Truck and Driver, Item 6-A; Traffic Control Devices, Item 6-B; Flagger, Item 6-C and/or Arrow Board, Item 6-D are requested by the WVDOH District Engineer or designee for a project, traffic shall be maintained by the Vendor in accordance with Standard Specs Section 636.

**Question 6A: Section 3.2.3.1 Pot Hole Repair - Since this item is bidding as a square yard item what depth does the contractor need to use when calculating their bid?**

Response 6A: The square yardage would be paid per every 2 inch depth increment, by square yard density, per mile. Refer to Attachment F, Specifications section 3.2.3/3.2.3.1 and the Exhibit A Pricing Pages. Item 14-A shall include all labor, equipment and material to complete Pot Hole Repair, according to Attachment F. The Vendor shall bid per the density range Unit tiers of per square yard, per mile, identified on the Pricing Page, Items 14-A1, 14-A2, 14-A3 and 14-A4. Any traffic control required shall be charged per Section 3.2.3.8 of the Contract Specifications.

**Question 6B: How will additional depth be paid for?**

Response 6B: The square yardage would be paid per every 2 inch depth increment by square yard density, per mile.

**Question 7A: Section 3.2.3.2 Base Failure Repair – Note states that for every 3” of asphalt there shall be 6” of stone. Since these items are bid by the square yard I assume that this mean these items are to be bid using the depth of 3” for asphalt and 6” for stone. Is that correct?**

Response 7A: Yes. The Vendor shall bid per the density range tiers of per square yard for stone, identified on the Pricing Page, Items 14-B5 through 14-B8.

**Question 7B: Again, how will additional depth be paid for?**

Response 7B: The Vendor shall bid per the density range tiers of per square yard for stone, identified on the Pricing Page, Items 14-B5 through 14-B8.

**Question 7C: Do we assume, for example, that if total depth of asphalt is 9 inches that 18 inches of stone will be required?**

Response 7C: This section of the Specifications will be addressed for clarification in a future addendum.

**Question 8A: Is this a prevailing or private pay.**

Response 8A: **PREVAILING WAGE:** To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

**Question 8B: Quality Control is the responsibility of contractor(Vendor) on asphalt only. Correct?**

Response 8B: Yes. Refer to 3.2.3.9 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. 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.

**Question 9: Materials of pipe only furnished by WVDOH. Correct?**

Response 9: Refer to Specifications 3.2.2 **The WVDOH shall provide the pipe and needed pipe hardware required per repair/replacement project.** The WVDOH shall deliver to the repair/replacement project site. Also, reference **3.2.2.3** All labor, equipment and material, excluding pipe and needed pipe hardware and F Trench backfill, to complete Item 7-A through 7-I shall be included in the unit bid price. Any traffic control required shall be charged per Section 3.2.2.9 of these Contract Specifications.

**Question 10: All Traffic control responsibility of Contractor(Vendor)correct?**

Response 10: Refer to the Maintaining Traffic sections of the Specifications. Reference, All labor, equipment and material to complete Item 1-A, 1-B, 1-C and 1-D shall be included in the unit bid price. Also, note that any traffic control required shall be charged per Section 3.2.1.9 of these Contract Specifications and in accordance with the corresponding Pricing Pages and Information Attachment Sheet(s). Specifications also state that **Traffic Control may be furnished by the WVDOH; however, when Pilot Truck and Driver, Item 13-A; Traffic Control Devices, Item 13-B; Flagger, Item 13-C and/or Arrow Board, Item 13-D are requested by the WVDOH District Engineer for a project, traffic shall be maintained by the Vendor in accordance with Standard Specs Section 636 and any Supplementals thereto.**

**Question 11: WVDOH is responsible for E&S. Correct?**

Response 11: Yes, when working within DOH right of way

**Question 12: At any time will a payment bond be required for the low bidder(s)?**

Question 12: There is no Payment Bond associated with this contract.

**Question 13. At any time will a performance bond be required for the low bidder(s)?**

Response 13: No, there is no Performance Bond associated with this contract.

**Question 14: Are these open ended contracts or is there a dollar amount each contract cannot exceed?**

response 14: This is an open-end contract.

**Question 15: Will the Alcohol and Drug Free Act (Chapter 21, Article 1D) apply?**

Response 15: As part of the contract General Requirements, Standard Specifications, and all Supplementals there to, shall apply to the administration of this contract, including but not limited to section 102.17 Contractor's Drug Free Workplace Policy. In accordance with Article 1D, Chapter 21 of the Official Code of West Virginia, the successful bidder must submit a copy of its drug free workplace policy within ten day following the letting and prior to the awarding of this contract.

**Question 16: Will the WV Jobs Act (Chapter 21, Article 1C) apply?**

Response 16: The West Virginia Legislature enacted the West Virginia Jobs Act, which deems it necessary for those employers contracted to perform construction work on state funded public improvement projects, which equal or exceed \$500,000.00 in cost, to hire 75% of their workers from the local labor market. As part of the contract Terms and Conditions, General Requirements, by submitting a bid, Vendor acknowledges that it has reviewed, understands, Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances.

**Question 17: Will submissions of payrolls for construction employees be required?**

Response: 17: No

**Question 18: Will there be any prohibition on using subcontractors who are in default for state taxes?**

Response18: Refer to General Terms and Conditions, items 34 and 35. 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 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.

**Question 19A: How and when will the low bidder(s) be determined?**

Response 19A: Refer to Section 5 and section 7 of the Contract Specifications. To determine the low bid Vendor for an individual project, the WVDOH District Engineer or designee will calculate the lowest overall total cost of the price of all items required per project. Once the low-bid Vendor has been chosen per project, a Delivery Order will be issued to that Vendor identifying the address/location of the work site. In the event that a Vendor fails or is unable to accept the project work may result in cancellation of the Delivery Order and the Agency shall re-award of the project to the next low bid Vendor.

**Question 19B: At the pre-bid it was mentioned the lowest bid was the goal, but I would like further clarification. Is it possible there will be multiple bids awarded under each District for each of the three areas?**

Response 19B: Yes It shall be the intent of this contract to award a Delivery Order to one Vendor, per low-bid, per project, whether that project requires one, two or three of the services contained in this contract. All Vendors may bid any or all items on the Pricing Pages, and, may bid any or all Counties located within any or all WVDOH District or Districts for County(s) that each Vendor is willing to source. Refer to Section 4.2 of the Contract Specifications.

**Question 19C: And is it possible there will be awards throughout the year?**

Response 19C: Yes. This is an open-end Project Preparation Site Work/Maintenance Contract for use on roadway maintenance and repair projects all throughout the State of West Virginia on a continuing and as-needed basis.

**Question 20: Will contractors be in certain counties or moving all over the state?**

Response: 20: All Vendors/Contractors are encouraged to participate in the bidding process for this request for County(s) which each Vendor is willing to source. Per Section 4.2 of the Contract Specifications, please see that a Vendor may bid any or all Counties located within a District. Please refer to Exhibit A, Pricing Page for all Districts, which is broken down by County(s) within each District.

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TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE	TOLL FREE	FAX
Company: WVDOT-DOH	1900 Kanawha Blvd E	304-558-9398		
Rep: Dusty Smith	Building 5, Room A220			
Email Address: Dusty.J.Smith@wv.gov	Charleston, WV 25305			304-558-7844
Company: WVDOT-DOH	1900 Kanawha Blvd E	304-558-9449		
Rep: Tina Lewis	Building 5, Room A220			
Email Address: Tina.L.Lewis@wv.gov	Charleston, WV 25305			304-558-7844
Company: WVDOT-DOH	1900 Kanawha Blvd E	304-558-9421		
Rep: Angela Johnson	Building 5, Room A220			
Email Address: Angela.D.Johnson@wv.gov	Charleston, WV 25305			304-558-7844
Company: WVDOT - DOH	1900 Kanawha Blvd E			
Rep: Heather Mellingner	Building 5, Room A220			
Email Address: heather.A.Mellingner@wv.gov	Charleston, WV 25305			304-558-7844
Company: WVDOT	1900 Kanawha Blvd E			
Rep: Maria Catalano	Bldg 5 Room A220			
Email Address: maria.a.catalano@wv.gov	Chas. WV 25305			

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Company: <u>SEMPER FI PAVING LLC</u> Rep: <u>Robert Jewell</u> Email Address: <u>semperfpaving@gmail.com</u>	<u>24758 NATIONAL RD</u> <u>BRIDGEPORT OH. 43912</u>	PHONE <u>304-238-3032</u> TOLL FREE FAX
Company: <u>WV DOH</u> Rep: <u>Gary Kriston</u> Email Address: _____	<u>Charleston</u>	PHONE _____ TOLL FREE FAX
Company: <u>DAC Energy, LLC</u> Rep: <u>Lance Hickman</u> Email Address: <u>lance.hickman@dacenergy.com</u>		PHONE <u>304-758-4638</u> TOLL FREE FAX <u>304-758-2433</u>
Company: <u>Quality Const</u> Rep: _____ Email Address: <u>W Bank Construction@gmail.com</u>		PHONE <u>304-610-4417</u> TOLL FREE FAX
Company: <u>Brown's Mill Excavating LLC</u> Rep: <u>Jason Titus</u> Email Address: <u>Bmillexcavating@yahoo.com</u>		PHONE <u>304-290-5126</u> TOLL FREE FAX <u>304-864-6997</u>

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Company: <u>FELLY PAVING, Inc</u>	<u>P.O. Box 366</u>	PHONE <u>304-424-7353</u>
Rep: <u>ROGER THOMAS</u>	<u>376 WILLIAMSTOWN, WV</u>	TOLL FREE
Email Address: <u>rthomas@shellyandsands.com</u>	<u>26187</u>	FAX <u>740-373-6505</u>
Company: <u>CASTI BAKER CORP.</u>	<u>221A WASHINGTON RD</u>	PHONE <u>724-745-6430</u>
Rep: <u>DAVE LASHA</u>	<u>CANONSBURG, PA 15317</u>	TOLL FREE
Email Address: <u>dlasha@castandbak.com</u>		FAX <u>724-745-7778</u>
Company: <u>Hummer Enterprises</u>	<u>PO Box 37</u>	PHONE <u>304-204-1482 Ex. 112</u>
Rep: <u>Brian Berry</u>	<u>Nitro, WV 25743</u>	TOLL FREE
Email Address: <u>bhammack@mountain-fabrics.com</u>		FAX <u>304-204-1488</u>
Company: <u>WVDOH</u>	<u>1900 Kan Blvd. East</u>	PHONE <u>304-558-9722</u>
Rep: <u>Greg Bailey</u>	<u>Char. WV 25305</u>	TOLL FREE
Email Address: <u>Gregory.h.Bailey@wv.gov</u>		FAX
Company: <u>Matney Excursion</u>	<u>P.O. Box 821</u>	PHONE <u>304-888-3054</u>
Rep: <u>Roger M. Matney</u>	<u>Teager WV 24844</u>	TOLL FREE
Email Address: <u>rmm.matney@ybaa.com</u>		FAX

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Company:	<u>Ridge Top Rentals</u>	<u>3502 Clay Rd</u>	PHONE <u>304.377-4747</u>
Rep:	<u>Adam C Nichols</u>	<u>Spencer WV 25276</u>	TOLL FREE
Email Address:	<u>nicholsc08@yahoo.com</u>		FAX
Company:	<u>Mountain Valley Resources</u>	<u>1725 Pitt Camp Rd</u>	PHONE <u>304.291.2111</u>
Rep:	<u>David Holtzer / Barbara Johnson</u>	<u>Morgantown, WV</u>	TOLL FREE
Email Address:	<u>dholtzer@gmail.com</u>	<u>26508</u>	FAX
Company:	<u>Mountainview Contractors</u>	<u>15237 S. Preston Hwy</u>	PHONE <u>304-329-2129</u>
Rep:	<u>Clint Bowman</u>	<u>Kingwood, WV 26037</u>	TOLL FREE
Email Address:	<u>clint.bowman@mc.wv.com</u>		FAX <u>304-329-2206</u>
Company:	<u>Phillips Excavation</u>		PHONE <u>304 629 7894</u>
Rep:	<u>Mike Phillips</u>		TOLL FREE
Email Address:	<u>Holmdrive@aol.com</u>		FAX
Company:	<u>Jason Kitzmiller - All Construction</u>	<u>1940 Power Station Hwy</u>	PHONE <u>304 693 - 7157</u>
Rep:	<u>Jason Kitzmiller</u>	<u>MT. STORM WV 26739</u>	TOLL FREE
Email Address:	<u>Kitzmillerrjason@msn.com</u>		FAX <u>304 693 7199</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Fierson Lumber Co Inc</u> Rep: <u>David W. Pierson Jr</u> Email Address: <u>milane@frontiernet.net</u>	<u>PO Box 146</u> <u>Clay WV 25043</u>	PHONE <u>304-587-4814</u> TOLL FREE FAX <u>304-587-7245</u>
Company: <u>Pittsnogle's Paving, LLC</u> Rep: <u>Philip S. Pittsnogle</u> Email Address: <u>pittsnoglespaving@yahoo.com</u>	<u>266 Adrian Dr.</u> <u>Martinsburg, WV 25403</u>	PHONE <u>304-262-4133</u> TOLL FREE FAX <u>Same</u>
Company: <u>General Pipeline</u> Rep: <u>Scott Matheny</u> Email Address: <u>jsode11@Sontier.net</u>	<u>3442 <del>Clay</del> Anna Rd</u> <u>Anna WV 25005</u>	PHONE <u>304 553 4117</u> TOLL FREE FAX
Company: <u>Mary Dopes and Backhoe Services</u> Rep: <u>Kelly Wilson</u> Email Address: <u>marydopesbackhoe@gmail.com</u>		PHONE <u>304 464 7442</u> TOLL FREE FAX
Company: <u>LENGCO</u> Rep: <u>Samuel G Bonasso</u> Email Address: <u>sglope@concast.net</u>		PHONE <u>703 915-3450</u> TOLL FREE FAX

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>KANAWHA STONE Co. Inc.</u> Rep: <u>ED SLUSHER</u> Email Address: <u>Ed.Slusher@KANAWHASTONE.COM</u>	<u>ROCK BRANCH INDUSTRIAL PARK</u> <u>P.O. BOX 503</u> <u>NITRO, WV 25143</u>	PHONE <u>304-755-8271</u> TOLL FREE FAX <u>304-755-8274</u>
Company: <u>Golden Triangle Const</u> Rep: <u>Craig White</u> Email Address: <u>Craig@gtcpgb.com</u>	<u>8555 old stamerville Pike</u> <u>P. Imperial PA 15106</u>	PHONE <u>724-828-2800</u> TOLL FREE FAX <u>724-828-2828</u>
Company: <u>WV DOIT</u> Rep: <u>HEATHER HUFFMAN</u> Email Address: <u>Heather.J.Huffman@wv.gov</u>		PHONE <u>304-558-9430</u> TOLL FREE FAX
Company: <u>WV DOIT</u> Rep: <u>Sherril Rowan</u> Email Address: <u>sherril.k.rowan@wv.gov</u>		PHONE <u>304 558 2901</u> TOLL FREE FAX
Company: <u>WV DOIT</u> Rep: <u>Tim Marc</u> Email Address: <u>Timothy.J.Marc@wv.gov</u>	<u>Building 5</u>	PHONE <u>304 550 0209</u> TOLL FREE FAX

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FIRM & REPRESENTATIVE NAME MAILING ADDRESS

Company: WV DOH	Building 5	PHONE 304 389-9844
Rep: Darren J Bennett		TOLL FREE
Email Address: Darren.J.Bennett@wv.gov		FAX
Company: WV DOH		PHONE 304 558-2901
Rep: Jacob Bungarrie		TOLL FREE
Email Address: Jacob.M.Bungarrie@wv.gov		FAX
Company: LINDS PAULS	1807 SHERWOOD ROAD	PHONE 412-287-0681
Rep: JIM WOODS	NEW GALILEE, PA 16141	TOLL FREE
Email Address: jwoods@trumbullcorp.com	724-336-1400	FAX
Company: Navigator Env + Tech Services, Inc.		PHONE
Rep: Thomas Cook		TOLL FREE
Email Address: tcook@navigatortechnical.com		FAX
Company: Navigator Env + Tech Services		PHONE
Rep: Steven Be		TOLL FREE
Email Address: StevenBe32@gmail.com		FAX

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Company: Phillips Excavating LLC Rep: Ethan Phillips Email Address: Phillipsexcavatingllc@gmail.com	493 Phillips Dr. Janesburg	PHONE 304-627-4942 TOLL FREE FAX
Company: D/Latherman Rep: J.F. ALLEN Co Email Address: dlatherman@jfallens.com	P.O. Box 2049 Buckhannon, W.V.	PHONE 304-614-3150 TOLL FREE FAX 304-472-8897
Company: OverBridge Construction LLC Rep: Tim Overholt Email Address: locustridge7@emyppeople.net	368 Locust Grove Rd. Ripley, WV 25271	PHONE 304-532-5006 TOLL FREE FAX
Company: Turman Martin Inc Rep: Drew Turman Email Address: dturman@turmanmartin.com	536 Peyton St Barboursville, WV 25504	PHONE 304-207-6806 TOLL FREE FAX
Company: ACT Rep: Steve White Email Address: steverwhite@actwv.org	600 Leon Sullivan Hwy Charleston WV 25301	PHONE 304 347-7570 TOLL FREE X127 FAX

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Company: <u>BTI Contracting</u>	<u>PO Box 314</u>	PHONE <u>304-253-6194</u>
Rep: <u>Robert E. Scott</u>	<u>Cartersburg KY</u>	TOLL FREE
Email Address: <u>Robert.scott@bticorp.com</u>	<u>41129</u>	FAX
Company: <u>Chad Taylor</u>	<u>1731 Old Stk Rt 7</u>	PHONE <u>740-859-2104</u>
Rep: <u>Kelly Pany Inc</u>	<u>Rayland, OH 43947</u>	TOLL FREE
Email Address: <u>c.taylor@shellygoods.com</u>		FAX <u>740-859-6137</u>
Company: <u>WVDO4</u>	<u>RDG 5, Rt 220</u>	PHONE <u>304-558-9359</u>
Rep: <u>DAN SHINGBORN</u>		TOLL FREE
Email Address: <u>DAN.W.FRINGERS@WV.GOV</u>		FAX
Company: <u>Madney Excavating</u>		PHONE <u>304-888-5054</u>
Rep: <u>Jeffery Matney</u>		TOLL FREE <u>304-938-2523</u>
Email Address: <u>PMM, Matney</u>		FAX
Company: <u>WUDOT</u>	<u>D-1</u>	PHONE <u>304-547-5302</u>
Rep: <u>KATHY RUSHWORTH</u>		TOLL FREE
Email Address: <u>Kathleen.a.rushworth@wv.gov</u>		FAX

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>WVDOH-OM</u> Rep: <u>Jason Foster</u> Email Address: <u>Jason.C.Foster@wv.gov</u>	<u>1900 Kanawha Blvd.E</u> <u>Charleston WV 25305</u>	PHONE <u>304-541-9882</u> TOLL FREE FAX
Company: <u>Moheny and Sons General Contracting, LLC</u> Rep: <u>Steve Matheny</u> Email Address: <u>mtmny.ge@gmail.com</u>	<u>General Contracting, LLC</u>	PHONE <u>304-580-1235</u> TOLL FREE FAX
Company: <u>Bear Contracting LLC</u> Rep: <u>Andrew M. Cunningham</u> Email Address: <u>acunningham@bear-contracting.com</u>	<u>1 Columbia Blvd.</u> <u>Clarksburg, WV 26301</u>	PHONE <u>304-326-0160</u> TOLL FREE FAX
Company: <u>Dartill Coors</u> Rep: <u>Daniel Rayson</u> Email Address:	<u>Gauley Bridge WV</u> <u>632-1600</u>	PHONE TOLL FREE FAX
Company: <u>GREENBRIER EX &amp; PAVING</u> Rep: <u>GREG CAMPBELL</u> Email Address: <u>GCAMLAW@AOL.COM</u>		PHONE <u>304-647-4296</u> TOLL FREE FAX <u>304-645-4610</u>

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FIRM & REPRESENTATIVE NAME MAILING ADDRESS

Company: <u>Alan Stone Company</u>	<u>5075 Williams Hwy</u>	PHONE <u>740-525-1585</u>
Rep: <u>Anthony Pedgley</u>	<u>W.I. Amstutz NR 36187</u>	TOLL FREE
Email Address: <u>Anthony@alanstonecompany.com</u>		FAX
Company: <u>PL EARLY construction</u>		PHONE
Rep: <u>Pete Early</u>		TOLL FREE
Email Address: <u>PCEarly4@aol.com</u>		FAX
Company: <u>Masmeany &amp; Sons GC</u>	<u>40 hamill road</u>	PHONE
Rep: <u>Loren Tinned</u>	<u>huntingto WV</u>	TOLL FREE
Email Address: <u>Loren@masmeanysons.gc.com</u>		FAX
Company: <u>JNB services</u>		PHONE <u>304-698-5051</u>
Rep: <u>Josh Burns</u>		TOLL FREE
Email Address: <u>Joshua@burns@icloud.com</u>		FAX
Company: <u>GREENBRIER EXC &amp; PAVING INC</u>	<u>PO Box 277</u>	PHONE <u>304 647-4296</u>
Rep: <u>A LAW OBRISUN</u>	<u>Ronceverte WV 24970</u>	TOLL FREE
Email Address: <u>g@pewvdsi.net</u>		FAX <u>304-645-4610</u>

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Company: DelRich Competition Rep: Supervisor Email Address: Patrick.M.R. DelRich.com	430 Glen Ave Clarksburg, WV 26301	PHONE 304-629-1265 TOLL FREE 226-998-4458 FAX
Company: C. R. STEVENS Rep: _____ Email Address: c.stevens1@optima.com	45, ZOEWER DRIVE, PARKWOOD, WV QUEENSWAND, AUSTRALIA	PHONE TOLL FREE FAX
Company: Pete Kaly Rep: Alva Bock Email Address: _____		PHONE 304-444-5575 TOLL FREE FAX
Company: JNB Services Rep: Ralph Lewis Email Address: _____		PHONE 304 216 628 TOLL FREE FAX
Company: JNB Services Rep: Matt Burns Email Address: m-burns@jnb.com		PHONE 304-582-7867 TOLL FREE FAX

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Company: <u>Trulargo, LLC</u>	<u>33 Linwood Rd</u>	PHONE <u>304-212-5864</u>
Rep: <u>Trista Campbell</u>	<u>Morgantown, WV</u>	TOLL FREE
Email Address: <u>tcampbell@trulargo.com</u>	<u>26505</u>	FAX
Company: <u>Trulargo, LLC</u>	<u>33 Linwood Rd</u>	PHONE <u>304-212-5864</u>
Rep: <u>Megan Weaver</u>	<u>Morgantown, WV</u>	TOLL FREE
Email Address: <u>info@trulargo.com</u>	<u>26505</u>	FAX
Company: <u>Delrick</u>	<u>PO Box 692</u>	PHONE <u>304-871-6285</u>
Rep: <u>Superintendent</u>	<u>TAZEWELL VA 24651</u>	TOLL FREE
Email Address: <u>burt@delrick.com</u>		FAX <u>276-988-4458</u>
Company: <u>Pickens excavating</u>	<u>174 Rabbit Hill Rd</u>	PHONE <u>1-304-452-8812</u>
Rep: <u>KEVIN GREGORY</u>	<u>Ireland WV</u>	TOLL FREE
Email Address: <u>pickensexcavating@gmail.com</u>	<u>26376</u>	FAX
Company: <u>Triton Construction, LLC</u>	<u>PO Box 1360</u>	PHONE <u>304-759-2102</u>
Rep: <u>Tony Anders</u>	<u>57 ALBANS, WV 25177</u>	TOLL FREE
Email Address: <u>tony.anders@tritonwv.com</u>		FAX <u>304-755-1404</u>

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>JJM Excavating</u> Rep: <u>Barry Harman</u> Email Address: <u>JJM Excavating@yahoo.com</u>	<u>2727 Ceres Rd Bldg 6W</u>	PHONE <u>304-300-5804</u> TOLL FREE FAX
Company: <u>JJV Paving, Inc</u> Rep: <u>Rick Johnson</u> Email Address: <u>rjohnson@jvpaving.com</u>		PHONE <u>304-720-6404</u> TOLL FREE FAX <u>304-768-9731</u>
Company: <u>Mendons Eat</u> Rep: <u>Maagh Mendons</u> Email Address: <u>mmendons210@gmail.com</u>		PHONE <u>304-890-6064</u> TOLL FREE FAX
Company: <u>Anderson Excavating, LLC</u> Rep: <u>Steven Jeffries</u> Email Address: <u>SJeffries@andersonexcavating.com</u>	<u>343 Williams Rd</u> <u>Marsden WV 26501</u>	PHONE <u>304-987-2294</u> TOLL FREE FAX <u>304-983-4755</u>
Company: <u>WV Post</u> Rep: <u>Randy Dammond</u> Email Address:		PHONE TOLL FREE FAX

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FIRM & REPRESENTATIVE NAME MAILING ADDRESS

Company: <u>TFS Paving + Construction</u>	PHONE <u>304-500-6824</u>
Rep: <u>Terrence Thomas</u>	TOLL FREE <u>304-888-4795</u>
Email Address: <u>Thomas.Paving15@gmail.com</u>	FAX
Company: <u>Sams construction &amp; Renovations</u>	PHONE <u>304-823-9176</u>
Rep: <u>Larry Sams</u>	TOLL FREE <u>Cell 304-483-0747</u>
Email Address: <u>larrydsams@gmail.com</u>	FAX
Company: <u>DOH</u>	PHONE <u>304 586-0826</u>
Rep: <u>Rusty Peran</u>	TOLL FREE
Email Address: <u>James.E.Rotter@wv.gov</u>	FAX
Company: <u>DOH / DBE</u>	PHONE
Rep: <u>Drena Smith</u>	TOLL FREE
Email Address: <u>Drena.L.Smith@wv.gov</u>	FAX
Company: <u>Reclaim Company, LLC</u>	PHONE <u>304-212-8780</u>
Rep: <u>Lafe Kunkel</u>	TOLL FREE
Email Address: <u>lafe@reclaimco.com</u>	FAX

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Company:	<u>Tri-state Paving</u>	<u>3384 Teay Valley Rd</u>	PHONE <u>304-962-4763</u>
Rep:	<u>Bill Corns</u>	<u>Harrisburg WV</u>	TOLL FREE
Email Address:	<u>Bill.Corns@TSPWV.com</u>		FAX
Company:	<u>QUALITY CONSTRUCTION</u>	<u>876 ALFA ROAD</u>	PHONE <u>304-60-4417</u>
Rep:	<u>CHAD ARIELP</u>	<u>CHARLESTON WV 25314</u>	TOLL FREE
Email Address:	<u>CD.ARIELP@YAHOO.COM</u>		FAX
Company:	<u>DOH</u>	<u>BUILDING 5</u>	PHONE
Rep:	<u>Tom Badgett</u>		TOLL FREE
Email Address:	<u>Thomas.F.Badgett@WV.GOV</u>		FAX
Company:	<u>Geo Stabilization Intl.</u>	<u>30 GOTH STREET</u>	PHONE <u>540 553 2020</u>
Rep:	<u>ROD FINGERSON</u>	<u>BRISTOL, TN 37620</u>	TOLL FREE
Email Address:	<u>Ros@egsi.us</u>		FAX
Company:	<u>Geo Stabilization Intl.</u>	<u>4475 E 74TH AVE, SUITE 100</u>	PHONE <u>303 909 6003</u>
Rep:	<u>COLBY BARRET</u>	<u>COMMERCE CM, CO 80022</u>	TOLL FREE
Email Address:	<u>COLBY@egsi.us</u>		FAX

Date: 5-6-19

**SIGN IN SHEET**

Request for Proposal No. DOT1900000042

PLEASE PRINT

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME MAILING ADDRESS

Company: <u>Kittle Excavation Inc. 183 Kittle Rd.</u>	PHONE <u>304 739 2244</u>
Rep: <u>Gregory Kittle</u>	TOLL FREE
Email Address: <u>Kittleexcavating@yahoo.com</u>	FAX <u>304 739 2663</u>
Company: <u>Tri-State Paving: Sealcoating 3384 Treaps Valley Rd.</u>	PHONE <u>304-562-5002</u>
Rep: <u>Carrie Gaud</u>	TOLL FREE
Email Address: <u>Carrie.gaud@tspwv.com</u>	FAX
Company: <u>Anderson Excavating 343 Williams Rd.</u>	PHONE <u>304-983-2296</u>
Rep: <u>Jeremy Bilotta</u>	TOLL FREE
Email Address: <u>Jbilotta@andersonexcavating.com</u>	FAX
Company:	PHONE
Rep:	TOLL FREE
Email Address:	FAX
Company:	PHONE
Rep:	TOLL FREE
Email Address:	FAX



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*Paving With Pride*

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Certified DBE in OH/WV

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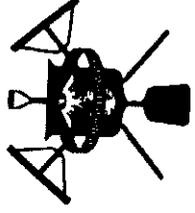


**WEST VIRGINIA**  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS  
MAINTENANCE DIVISION

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**Chris Jewell**  
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Email: Semperfipaving@gmail.com

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**Rob Fingerson, P.E., G.E.**  
Southern Appalachian  
Project Development Engineer

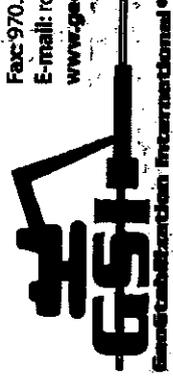
Cell: 540.553.2828

Office: 855.579.0536

Fax: 970.245.7737

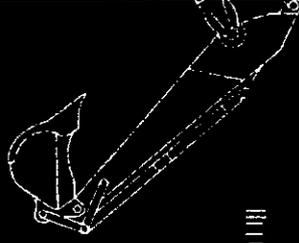
E-mail: [rob@gsi.us](mailto:rob@gsi.us)

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MAINTENANCE DIVISION



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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:**

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

**Description of Modification to Solicitation:**

**To change the bidding opening date from 5/21/19 to 5/24/19 time is not changed.**

**To answer Vendor posed questions.**

**To provide Additional Information and Comment.**

**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.

**Project Preparation Site Work/Maintenance by the Vendor**

To answer vendor posed questions and provide additional information and comment.

**Question 1: Concerning WV RFQ Procurement Folder 569923 "Project Prep Site Work/Maintenance by the Vendor 6619C054", in the specifications under 7.1 Project Acceptance it states that the Vendor has 5 days to accept or refuse the project. Is there any penalty or ramifications if the vendor refuses a delivery order?**

Response 1: No, there isn't a penalty, however the DOH will go the next lowest bidder.

**Question 2A: In the specifications under 7.3 it states that the work on the project is to be continuous. Will we be required to work 24 hrs a day 7 days per week?**

Response 2A: Continuous in this case means that work will be accomplished on consecutive working days as defined. WVDOH District Engineer or designee will determine the daily start and end times and provide them on the Delivery order, per project, based on the Vendor's acceptance of the Delivery Order. The Standard Specifications Section 101 defines a working Day as every day on the calendar excluding Saturdays, Sundays, and Holidays for a minimum of five hours, weather permitting.

**Question 2B: Will overtime be required?**

Response 2B: No

**Question 2C: Without knowing the schedule, how are we to budget for overtime in our costs.**

Response 2C: Refer to Response 2A and 2B

**Question 3D: Will call outs on weekends be required?**

Response 3D: No.

**Question 4: What is the anticipated # of days from the delivery order to the tentative start date?**

Response 4: The WVDOH shall have the option to negotiate with the Vendor on the projects tentative start and end date. Each Delivery order shall provide the project's tentative and specified or negotiated starting date and acceptable time frame.

**Question 5: Under the pipe replacement items 9A, 9B, 9C it states that the safe access and egress is to be paid lump sum. Would you consider making this item to be paid per LF since we do not know how long the pipe runs are.**

Response 5: No. Items 9A, 9B, and 9C are broken down per 5 linear foot increments.

**Question 6: Will there be any minimum quantities of work per delivery order? For example a minimum LF of ditching and/or pipe. Please clarify.**

Response 6: There is no way to determine a minimum quantity of work per delivery order since projects will be varied. The WVDOH provides the pipe and hardware for pipe repair/replacement.

**Question 7: I am wondering if the Highway Department would be interested in hiring out gravel road maintenance to a local contractor.**

Response 7: This contract does not address gravel roads.

### Additional Information and Comment

To clarify the calculation of Asphalt for Pavement Repair Failure, the Specifications Section 3.2.3. shall be addended to include the following:

NOTE: To calculate for Asphalt Pot Hole Repair Pricing, in Section 3.2.3.1, Asphalt shall be a depth of two inch (2") vertical increments. **The span by width and length shall be measured by the total number of square yards, by mile.** Refer to the tiers in the pricing pages for the appropriate density ranges. Each two inch increment would be multiplied by the number of square yards and per mile. Unit quantities would increase for every two inches (2") increment, and again, per tier.

For EXAMPLE: If unit cost is \$10, a one mile span of 100 square yards at a **4" depth**. The **4"** counts as **TWO** 2" increments. So, in this case, 2 increments, times 100 square yards, (Tier Item **14-A2**: 51 to 250 sq. yd, per mile), times \$10 unit-cost = price.  
The calculation is **the # of 2" increments X # sq yd per mile X cost** or **2 X 100 X \$10.00 = \$2,000.00**

To clarify the calculation of Base Failure Repair

NOTE: Per Attachment G, "Varies\*" will be planned, ordered, and paid in 3 inch increments for asphalt, and 6 inch increments in stone. There will be at least 3 inches of asphalt and 6 inches of stone for a depth of 9 inches, but total depth and materials used will be figured on a case by case basis.