

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

State of West Virginia **Solicitation Response**

Proc Folder: 828216

Solicitation Description: Addendum #8

Aenhalt Dreservation and Davement Markings

Proc Type: Agency Master Agreement

Solicitation Closes Solicitation Response Version 2021-02-08 14:30 SR 0803 ESR02082100000005288 1

VENDOR

000000197624

SLURRY PAVERS INC

Solicitation Number: ARFQ 0803 DOT2100000027

Total Bid: 0 **Response Date:** Response Time: 2021-02-08 13:41:05

Comments:

FOR INFORMATION CONTACT THE BUYER

Tina L Lewis 304-414-6859 tina.l.lewis@wv.gov

Vendor

FEIN# DATE Signature X

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

FORM ID: WV-PRC-SR-001 2020/05 Date Printed: Feb 10, 2021 Page: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Highway and road resurfacing service	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141104				·

Commodity Line Comments: Tack Coat pricing is for Microsurfacing only.
The districts we did not bid on were left blank.

Extended Description:

Highway and road resurfacing service

Date Printed: Feb 10, 2021 FORM ID: WV-PRC-SR-001 2020/05 Page: 2



State of West Virginia **Agency Request for Quote**

Proc Folder:

828216

Doc Description: Addendum #8

Asphalt Preservation and Pavement Markings

Reason for Modification:

Addendum #8

To extend bid opening date to

02/08/2021 at 2:30PM

To Modify Contract Specification, Sec.... See Page 2 for complete

info

Version

Proc Type:

2021-02-02

Agency Master Agreement

Date Issued Solicitation Closes

2021-02-08

14:30

Solicitation No ARFQ 0803

DOT2100000027

10

BID RECEIVING LOCATION

FINANCE & ADMINISTRATION

DIVISION OF HIGHWAYS

BLDG 5, RM A-220

1900 KANAWHA BLVD E

CHARLESTON

WV 25302

US

VENDOR

Vendor Customer Code:

Vendor Name:

SLURRY PAVERS, INC.

Address:

3617 NINE MILE RD RICHMOND, VA 23223

Street:

City:

State:

Country:

Zip:

Principal Contact:

F. CARTER DABNEY, PRESIDENT

Vendor Contact Phone: 804-264-0707

Extension: 218

FOR INFORMATION CONTACT THE BUYER

Tina L Lewis 304-414-6859 tina.l.lewis@wv.gov

Vendor Signature X

FEIN#

FIN# 54-0850778

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

Date Printed: Feb 2, 2021

Page 1

FORM ID: WV-PRC-ARFQ-002 2020/05

Reason for Modification:

Addendum #8

To extend bid opening date to 02/08/2021 at 2:30PM To Modify Contract Specification, Section 3.2.5 B

To answer vendor questions

To Revise Unit of Measure on the Pricing Pages, Contract Item Q-2

INVOICE TO		SHIP TO					
VARIOUS AGENCY AS INDICATED BY			VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER				
No City US	WV 99999	No City US	WV 99999				

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Highway and road resurfacing service	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
72141104				

Extended Description:

Highway and road resurfacing service

SCHEDUL	LE OF EVENTS	
Line	<u>Event</u>	Event Date
1	TECHNICAL QUESTIONS DUE AT 10:00AM	2021-01-15

	Document Phase	Document Description	Page 3
DOT2100000027	Final	Addendum #8 Asphalt Preservation and Pavement Markings	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Asphalt Preservation and Pavement Markings, Materials, Equipment and Labor by Vendor - by Location per County

VENDORS NAME SHALL BE ENTERED HERE. BY THE VENDOR:

Slurry Payors

INSTRUCTIONS FOR VENDORS: For bidding, Vendor shall mark with an "X" the Counties that correspond with the pricing on this page.

If Vendor has different pricing per county, Vendor shall complete Attachment A spreadsheet for each pricing per county set. If additional space for Name/Location of Material Supplier/Source is

needed, please include a separate attachment listing the additional sources, and referencing them to the corresponding Contract Item # X Morgan Barbour Doddridge Marshall Nicholas Berkeley χ Fayette Jackson X Randolph Mason Wayne χ Jefferson McDowell Webster Gilmer Ohio Ritchie oone χ Grant Kanawha Pendleton Roane Wetzel Braxton Mercer χ Greenbrier Wirt Brooke Lewis /lineral Pleasants Summers Hampshire ingo Taylor X Wyoming Calhour Logan reston Tucker //onongalia Tyler Contract Item Unit of Extended Description Name/Location of Material Supplier/Source Vendor's Storage Location Measure Size of Project List Price Chip Seal CHIP SEAL BID ON SEPARATE SHEET Less than 20,000 20,000 - 50,000 Chip Seal, Light 100.001 or greate Less than 20,000 20,000 - 50,000 Chip Seal, Single 50.001 - 100.000 100,001 or greate 20,000 - 50,000 Chip Seal, Double SY 100,001 or greate Less than 20.000 Chip Seal, Triple 50,001 - 100,000 100,001 or greate Light (A-1) Surcharge for Polymer Modified Cationic Single (A-2) Emulsified Asphalt, riple (A-4) Mobilization for First Mile, Chip Sea Mobilization for each Additional Mile, Chip P2-A Mile Seal Fog Seal Less than 20,000 20,000 - 50,000 Fog Seal 50,001 - 100,000 00.001 or greater Mobilization for First Mile, Fog Seal Mile Mobilization for each Additional Mile, Fog Ś P2.B Mile Tack Coat Asphalt Emulsions, Richmond VA CQS-1hLM 3617 Nine Mile Road, Richmond VA Less than 20,000 0.50 Asphalt Emulsions, Richmond VA CQS-1hLM 3617 Nine Mile Road, Richmond VA 0.45 20,000 - 50,000 Asphalt Emulsions, Richmond VA CQS-1hLM 3617 Nine Mile Road, Richmond VA 50,001 - 100,000 Asphalt Emulsions, Richmond VA CQS-1hLM 3617 Nine Mile Road, Richmond VA 00.001 or greater Mobilization for First Mile, Fog Seal Mile 2,000.00 Mobilization for each Additional Mile, Fog \$ P2-C Mile 10.00 Stress Absorbing Membrane Interlayer (SAMI). SAMI (Stress Absorbing Membrane NO BID Less than 20,000 Interlayer) 20,000 - 50,000 D SY Interlayer only; not intended as a stand-50,001 - 100,000 100,001 or greate Mobilization for First Mile, SAMI Mile Mobilization for each Additional Mile, SAMI Hot Applied Mastic (HAM) Crafco Inc., Asphalt Pav. Repair Mastic, Chandler, AZ Slurry Pavers Inc. (Yard) 3617 Nine Mile Road, Richmond VA 3.15 Hot Applied Mastic (HAM) POUND Mobilization for First Mile, Hot Applied P1-E Mile \$ 3,500.00 Mastic (HAM) Mobilization for each Additional Mile, Hot P2-E Mile 12.00 Applied Mastic (HAM) sphalt Emul Slurry Seal Coa Asphalt Emulsions Inc. Manassas VA CSS-1h 3617 Nine Mile Road, Richmond VA 3.25 ess than 20,000 Asphalt Emulsions Inc. Manassas VA CSS-1h 3617 Nine Mile Road, Richmond VA 20.000 - 50.000 2.68 Asphalt Emulsion Slurry Seal Coat SY 3617 Nine Mile Road, Richmond VA 2.46 50,001 - 100,000 Asphalt Emulsions Inc. Manassas VA CSS-1h 3617 Nine Mile Road, Richmond VA 00,001 or greate Mobilization for First Mile, Asphalt Emulsion \$ 4,500.00 P1-F Mile Slurry Seal Coat Mobilization for each Additional Mile, Mile 20.00 Asphalt Emulsion Slurry Seal Coat Micro Surface Asphalt Emulsions, Richmond VA CQS-1hLM 3617 Nine Mile Road, Richmond VA Less than 20,000 4.33 Asphalt Emulsions, Richmond VA CQS-1hLM Asphalt Emulsions, Richmond VA CQS-1hLM 3617 Nine Mile Road, Richmond VA 20,000 - 50,000 3.62 G-1 Micro Surface - Type 2FA - Single Course SY 3618 Nine Mile Road, Richmond VA 50,001 - 100,000 3.20 Asphalt Emulsions, Richmond VA COS-1hl M 3619 Nine Mile Road, Richmond VA 100,001 or greate 3.03 Asphalt Emulsions, Richmond VA CQS-1hLM 3620 Nine Mile Road, Richmond VA Less than 20,000 6.04 Asphalt Emulsions, Richmond VA CQS-1hLM 3621 Nine Mile Road, Richmond VA 20.000 - 50.000 5.89 Micro Surface - Type 2FA - Multiple Course ςγ Asphalt Emulsions, Richmond VA CQS-1hLM 3622 Nine Mile Road, Richmond VA 50,001 - 100,000 5.52 Asphalt Emulsions, Richmond VA CQS-1hLM 3623 Nine Mile Road, Richmond VA 100,001 or greate 5.40 Less than 20,000 4.18 Asphalt Emulsions, Richmond VA CQS-1hLM 20,000 - 50,000 3.67 Micro Surface - Type 3FA - Single Course Asphalt Emulsions, Richmond VA COS-1hLM age 3626 Nine Mile Road, Richmond VA 50,001 - 100,000

Asphalt Preservation and Pavement Markings, Materials, Equipment and Labor by Vendor - by Location per County

VENDORS NAME SHALL BE ENTERED HERE BY THE VENDOR-

Slurry Pavers Inc.

LF

INSTRUCTIONS FOR VENDORS: For bidding, Vendor shall mark with an "X" the Counties that correspond with the pricing on this page If Vendor has different pricing per county, Vendor shall complete Attachment A spreadsheet for each pricing per county set. If additional space for Name/Location of Material Supplier/Source is needed, please include a separate attachment listing the additional sources, and referencing them to the corresponding Contract Item # X Morgan Barbour Doddridge Marshall Berkeley χ Fayette Jackson Mason Nicholas X Randolph Wayne χ Jefferson McDowell Webster Gilmer Ohio Ritchie oone χ Grant Kanawha Pendleton Roane Wetzel Braxton Mercer χ Greenbrier Wirt Brooke Lewis /lineral Pleasants Summers Hampshire ingo Taylor Calhour Logan reston Tucker Monongalia Tyler Contract Item Unit of List Price **Extended Description** Name/Location of Material Supplier/Source Vendor's Storage Location Measure Size of Project 100,001 or greater 3.14 Asphalt Emulsions, Richmond VA CQS-1hLN 3628 Nine Mile Road, Richmond VA Less than 20.000 6.15 3629 Nine Mile Road, Richmond VA 5.93 20,000 - 50,000 G-4 Micro Surface - Type 3FA - Multiple Course SY 5.59 50,001 - 100,000 Asphalt Emulsions, Richmond VA CQS-1hLM 3631 Nine Mile Road, Richmond VA 5.45 100,001 or greate Asphalt Emulsions, Richmond VA COS-1hl M 3632 Nine Mile Road, Richmond VA Less than 20,000 4.45 Asphalt Emulsions, Richmond VA CQS-1hLM 3633 Nine Mile Road, Richmond VA 20,000 - 50,000 4.15 Micro Surface - 3' Wide, Single Course SY Asphalt Emulsions, Richmond VA CQS-1hLM 3634 Nine Mile Road, Richmond VA 50.001 - 100.000 4.06 Asphalt Emulsions, Richmond VA CQS-1hLM 3635 Nine Mile Road, Richmond VA 3.85 100,001 or greate 395.00 Less than 200 345.00 201 - 500 Micro Surface, Rut Fill Ton Asphalt Emulsions, Richmond VA CQS-1hLM 3638 Nine Mile Road, Richmond VA 501 - 1,000 338.00 Asphalt Emulsions Richmond VA COS-1hl M 3617 Nine Mile Road Richmond VA ,001 and greate Mobilization for First Mile, Micro Surface 6,500.00 Mile Mobilization for each Additional Mile, Micro \$ Mile 40.00 P2-G Surface Crack Sealing, 1" or Less Crafco Inc., Allentown, PA Slurry Pavers Inc. (Yard) 3617 Nine Mile Road ess than 20,000 1.46 Crafco Inc., Allentown, PA Slurry Payers Inc. (Yard) 3617 Nine Mile Road 20.000 - 50.000 1.15 Crack Sealing, 1" or Less LE Slurry Pavers Inc. (Yard) 3617 Nine Mile Ro 1.10 50,001 - 100,000 .00,001 or greate Crafco Inc., Allentown, PA Slurry Pavers Inc. (Yard) 3617 Nine Mile Road 1.10 Mobilization for First Mile Mile 3.500.00 Mobilization for each Additional Mile, Crack 10.00 Sealing Eradication (Removal) of Pavement Markings Eradication of Thermoplastic Markings (Line Slurry Pavers Inc. 3617 Nine N/A narkings such as crosswalks, stop bars and 12.00 Richmond VA 23223 Mile Road. channelizing lines) Eradication of Thermoplastic Markings Slurry Pavers Inc. L-2 (Symbols such as arrows and railroad N/A Each Ś 115.00 Mile Road, Richmond VA 23223 crossing markings) Eradication of Raised Pavement Slurry Pavers Inc N/A L-3 Fach 45.00 Markers Mile Road. Richmond VA 23223 Mobilization for First Mile Mile 000.00 Mobilization for each Additional Mile, \$ 12.00 P2-L Mile Fradicating RPMs Temporary Pav ement Markings, Installed Temporary Pavement Marking - Paint NO RID LF M-2 Temporary Pavement Marking Type VII-A LF \$ M-3 Temporary Pavement Marking - Type VII-B M-4 Temporary Pavement Marking - Type VII-C LF \$ Temporary Raised Pavement Marker Each M-5 Mobilization for First Mile Mile Mobilization for Each Additional Mile, Temp \$ Pavement Markings Type V Pre-Formed Pavement Markings, Installed 4" Longitudinal Line, White - Installed NO BID LF 4" Longitudinal Line, White, with Black Contrast - Installed 4" Longitudinal Line, Yellow - Installed \$ N-3 LF 4" Longitudinal Line, Blue - Installed LF N-5 4" Longitudinal Line, Black - Installed LF Ś " SKID RESISTANCE ENHANCED Longitudinal N-6 1F LF 5" Longitudinal Line, White - Installed Longitudinal Line, White with Black \$ N-8 LF Contrast - Installed 6" Longitudinal Line, Black - Installed LF N-10 6" Longitudinal Line, Yellow - Installed LF N-11 6" Longitudinal Line, Grey- Installed 1 F \$

Page 2 of 5

N-12

N-13

8" Longitudinal Line, White - Installed 8" Longitudinal Line, White with Black

Contrast - Installed

Asphalt Preservation and Pavement Markings, Materials, Equipment and Labor by Vendor - by Location per County

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needed, please mediate a separate accomment issuing the daditional searces, and referencing them to the corresponding semidatives.													
	Barbour		Doddridge		Harrison		Marshall	Χ	Morgan	Х	Raleigh		Upshur
Х	Berkeley	Х	Fayette		Jackson		Mason	Х	Nicholas	Х	Randolph		Wayne
	Boone		Gilmer	Χ	Jefferson	Χ	McDowell		Ohio		Ritchie	Χ	Webster
	Braxton	Х	Grant		Kanawha	Х	Mercer	Х	Pendleton		Roane		Wetzel
	Brooke	Х	Greenbrier		Lewis	Х	Mineral		Pleasants	Х	Summers		Wirt
	Cabell	Х	Hampshire		Lincoln		Mingo	Х	Pocahontas		Taylor		Wood
	Calhoun		Hancock		Logan		Monongalia		Preston	Х	Tucker	Х	Wyoming
х	Clay	Х	Hardy		Marion	х	Monroe		Putnam		Tyler		

	X Clay X Hardy	Marion X	Monroe Putnam	Tyler		
Contract Item #	Extended Description	Name/Location of Material Supplier/Source*	Vendor's Storage Location	Unit of Measure	Size of Project	List Price
N-14	8" Longitudinal Line, Yellow - Installed			LF		\$ -
N-15	12" Longitudinal Line, White - Installed			LF		\$ -
N-16	12" SKID RESISTANCE ENHANCED Longitudinal Line, White - Installed			LF		\$ -
N-17	12" Longitudinal Line, Yellow - Installed			LF		\$ -
N-18	12" Longitudinal Line, Black - Installed			LF		\$ -
N-19	12" Longitudinal Line, Grey- Installed			LF		\$ -
N-20	24" Longitudinal Line, White - Installed			LF		\$ -
N-21	Straight Arrow 12" @ Bottom of Shaft 3'-3" x			Each		\$ -
N-22	9'-10" - Installed Straight Arrow with Black Contrast 12" at Bottom of Shaft, 3'3" x 9'10" - Installed			Each		\$ -
N-23	Curved Arrow, Left, 12" at Bottom of Shaft, 6'-			Each		\$ -
N-23	3" x 8-2" - Installed			Edili		, -
N-24	Curved Arrow, Left with Black Contrast, 12" at Bottom of Shaft, 6'-3" x 8'-2" - Installed			Each		\$ -
N-25	Curved Arrow, Right, 12" at Bottom of Shaft, 6'-3" x 8-2" - Installed			Each		\$ -
N-26	Curved Arrow, Right, with Black Contrast, 12" at Bottom of Shaft, 6'-3" x 8'-2" - Installed			Each		\$ -
N-27	Combination Arrow 12" at Bottom of Shaft, 7'-4" x 13'-1" (Left or Right, Specified at Time of Order) - Installed			Each		\$ -
N-28	Combination Arrow with Black Contrast 12" at Bottom of Shaft, 7'-4" x 13'-1" (Left or Right, Specified at Time of Order) - Installed			Each		\$ -
N-29	"ONLY" 6'-8" x 8'-0" - Installed			Each		\$ -
N-30	"STOP" 7'-4" x 8'-0" - Installed			Each		\$ -
N-31	"AHEAD" 8'-10" x 8'-0" - Installed			Each		\$ -
N-32	"SCHOOL" 11'-4" x 8'-0" - Installed			Each		\$ -
N-33	"SCHOOL" 14'-6" x 10'-0" - Installed			Each		\$ -
N-34	Right Side Lane Drop Arrow (Points to the Left) - Installed			Each		\$ -
N-35	Left Side Lane Drop Arrow (Points to the Right) - Installed			Each		\$ -
N-36	Railroad Crossing R's 12'x78", "X" 16", "20" height, 42" Width - Installed			Each		\$ -
N-37	White Handicap Symbol with Blue			Each		\$ -
N-38	Background, 48" square - Installed Yield Line Triangle, 24" x 36" - Installed			Each		\$ -
N-39	Freeway Ramp Wrong Way Arrow 8' wide -			Each		\$ -
N-40	Installed SKID RESISTANCE ENHANCED Bicycle with Rider and Helmet Symbol, 24" x 48". Bicycle to Point to the Left - Installed			Each		\$ -
N-41	Shared Lane Bike Symbol 9'-4" x 3'4" SKID RESISTANCE ENHANCED - Installed			Each		\$ -
N-42	One Head Roundabout Arrow, White, Left - Installed			Each		\$ -
N-43	One Head Roundabout Arrow, White, Straight - Installed			Each		\$ -
N-44	Two Head Roundabout Arrow, White, Left/ Right - Installed			Each		\$ -
N-45	Two Head Roundabout Arrow, White, Left/ Straight - Installed			Each		\$ -
N-46	Two Head Roundabout Arrow, White,			Each		\$ -
N-47	Right/Straight - Installed Three Head Roundabout Arrow, White,			Each		\$ -
P1-N	Left/Right/Straight - Installed Mobilization for First Mile			Mile		\$ -
P2-N	Mobilization for Each Additional Mile, Type V Pavement Markings	 Page :	 of 5	Mile		\$ -

Asphalt Preservation and Pavement Markings, Materials, Equipment and Labor by Vendor - by Location per County

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Aggregate Hauling Surcharge: \$ R-5 Ton Brooke County Aggregate Hauling Surcharge: R-6 Ton Ś Cabell County Aggregate Hauling Surcharge R-7 \$ Ton Calhoun County Aggregate Hauling Surcharge: \$ R-8 Ton Clay County Aggregate Hauling Surcharge: **Doddridge** R-9 \$ County Aggregate Hauling Surcharge: \$ R-10 Ton Fayette County Aggregate Hauling Surcharge: R-11 Ton \$ Gilmer County Aggregate Hauling Surcharge: Ton \$ R-12 Grant County
Aggregate Hauling Surcharge: Greenbrier \$ R.13 Ton County Aggregate Hauling Surcharge: Hampshire R-14 \$ Ton County Aggregate Hauling Surcharge: Hancock \$ R-15 Ton County Aggregate Hauling Surcharge: R-16 Ton Hardy County Aggregate Hauling Surcharge: Harrison R-17 \$ Ton County Aggregate Hauling Surcharge: R-18 Ton \$ ackson County Aggregate Hauling Surcharge: Jefferson Ton County Aggregate Hauling Surcharge: Kanawha \$ R-20 Ton Aggregate Hauling Surcharge: R-21 Ton **Lewis County** Aggregate Hauling Surcharge: \$ R-22 Ton Lincoln County Aggregate Hauling Surcharge: R-23 Ton ogan County Aggregate Hauling Surcharge: R-24 Ton Marion County Aggregate Hauling Surcharge: Marshall \$ R-25 Ton County Aggregate Hauling Surcharge: R-26 Ton Mason County Aggregate Hauling Surcharge: McDowell \$ R-27 Ton County Aggregate Hauling Surcharge: R-28 Ton \$ Mercer County Aggregate Hauling Surcharge: \$ R-29 Ton Mineral County
Aggregate Hauling Surcharge: R-30 Ton Mingo County

Asphalt Preservation and Pavement Markings, Materials, Equipment and Labor by Vendor - by Location per County

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					3					,			
	Barbour		Doddridge		Harrison		Marshall	Χ	Morgan	Х	Raleigh		Upshur
Х	Berkeley	Х	Fayette		Jackson		Mason	Х	Nicholas	Х	Randolph		Wayne
	Boone		Gilmer	Х	Jefferson	Х	McDowell		Ohio		Ritchie	Χ	Webster
	Braxton	Х	Grant		Kanawha	Х	Mercer	Х	Pendleton		Roane		Wetzel
	Brooke	Х	Greenbrier		Lewis	Х	Mineral		Pleasants	Х	Summers		Wirt
	Cabell	Х	Hampshire		Lincoln		Mingo	Х	Pocahontas		Taylor		Wood
	Calhoun		Hancock		Logan		Monongalia		Preston	Х	Tucker	Х	Wyoming
Х	Clay	Х	Hardy		Marion	Х	Monroe		Putnam		Tyler		

Contract Item #	Extended Description	Name/Location of Material Supplier/Source*	Vendor's Storage Location	Unit of Measure	Size of Project	List Price
R-31	Aggregate Hauling Surcharge: Monongalia County			Ton		\$
R-32	Aggregate Hauling Surcharge: Monroe County			Ton		\$
R-33	Aggregate Hauling Surcharge: Morgan County			Ton		\$
R-34	Aggregate Hauling Surcharge: Nicholas County			Ton		\$
R-35	Aggregate Hauling Surcharge: Ohio County			Ton		\$
R-36	Aggregate Hauling Surcharge: Pendleton County			Ton		\$
R-37	Aggregate Hauling Surcharge: Pleasants County			Ton		\$
R-38	Aggregate Hauling Surcharge: Pocahontas County			Ton		\$
R-39	Aggregate Hauling Surcharge: Preston County			Ton		\$
R-40	Aggregate Hauling Surcharge: Putnam County			Ton		\$
R-41	Aggregate Hauling Surcharge: Raleigh County			Ton		\$
R-42	Aggregate Hauling Surcharge: Randolph County			Ton		\$
R-43	Aggregate Hauling Surcharge: Ritchie County			Ton		\$
R-44	Aggregate Hauling Surcharge: Roane County			Ton		\$
R-45	Aggregate Hauling Surcharge: Summers County			Ton		\$
R-46	Aggregate Hauling Surcharge: Taylor County			Ton		\$
R-47	Aggregate Hauling Surcharge: Tucker County			Ton		\$
R-48	Aggregate Hauling Surcharge: Tyler County			Ton		\$
R-49	Aggregate Hauling Surcharge: Upshur County			Ton		\$
R-50	Aggregate Hauling Surcharge: Wayne County			Ton		\$
R-51	Aggregate Hauling Surcharge: Webster County			Ton		\$
R-52	Aggregate Hauling Surcharge: Wetzel County			Ton		\$
R-53	Aggregate Hauling Surcharge: Wirt County			Ton		\$
R-54	Aggregate Hauling Surcharge: Wood County			Ton		\$
R-55	Aggregate Hauling Surcharge: Wyoming County			Ton		\$

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

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Slurry Pavers, Inc. Address: 3617 Nine Mile Road Richmond, VA 23223
Name of Authorized Agent: F. C. Du bney Address: 3617 NINE MILE RD RICHMOND, VA 23223
Contract Number: ARFR DOT 21000000 24 Contract Description: Asphalt Preservation and Pavement
Governmental agency awarding contract: West Virginia 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):
 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. The following companies are 100% owned by Slurry Pavers, Inc and may provide materials or transportation of materials for the contract:
Asphalt Emulsion Industries: ALCE SEIN #45-4757483 Whitehurst Transport Company, Inc. SEIN #54-0788824
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation of drafting of the applicable contract) ☐ Check here if none, Stherwise list enlity/individual names below. Signature:
Notary Verification
State of Virginia , County of Henrico :
I, Wally Wright, 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 periury.
Taken, sworn to and subscribed before me this day of,
Taken, sworn to and subscribed before me this

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.
- **3A. BID SUBMISSION:** A bid that is not submitted electronically through wvOasis should contain the listed information below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: Asphalt Preservation and Pavement Markings - Statewide

BUYER: Tina Lewis

SOLICITATION NUMBER: ARFQ DOT2100000024

BID OPENING DATE: 01/20/2021

BID OPENING TIME: 2:30PM

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.

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:

Transaction of

A Term Contract		
Initial Contract Term: This Coextends for a period of one	ontract becomes effective on _awardyear(s).	and
Revised 9/6/2019	year(s).	

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 tothree successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed36 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 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.
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.
X]WEST VIRGINIA CONTRACTOR'S LICENSE
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
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

conditions contained in the Solicitation unless otherwise indicated.

that product or service, unless otherwise indicated, and signifies acceptance of the terms and

- 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.

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- 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 an Electronic Funds Transfer (EFT) as well as 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:
 - X 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.
 - X 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.

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.

SLURRY PAVERS, INC.
(Full Company Name)
(Authorized Signature)
F. CARTER DABNEY , PRESIDENT
(Print or Type Name and Title
of Signatory) 804 - 264 - 0707
(Phone Number)
804-264-0219
(Fax Number)
chabney @ slurrypavers.com
(Email address)
2/8/2021
(Date)

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

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ARFQ DOT2100000027

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)	ived)
Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4 Addendum No. 5	Addendum No. 6 Addendum No. 7 Addendum No. 8 Addendum No. 9 Addendum No. 10
I further understand that any verbal represent discussion held between Vendor's represent	pt of addenda may be cause for rejection of this bid. Itation made or assumed to be made during any oral atives and any state personnel is not binding. Only to the specifications by an official addendum is
SLURRY PAVERS, INC.	
Company	
Authorized Signature	
Authorized Signature	
Date 2 / 8/0001	

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

REQUEST FOR QUOTATION Asphalt Preservation and Pavement Markings

Materials, Equipment and Labor by Vendor

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Division of Highways is soliciting bids to establish an open-end contract for Asphalt Preservation and Pavement Markings for work on asphalt preventive maintenance and repair projects throughout the State of West Virginia which shall include materials, delivery, equipment and labor by the Vendor.
- **2. DEFINITIONS:** The terms listed 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 below and on the Pricing Pages.
 - **2.2 "Contractor"** or **"Vendor"** is an enterprise that contributes goods or services. Contractor or Vendor used in this Solicitation are interchangeable.
 - **2.3** "JMF" means Job Mix Formula.
 - **2.4 ASTM** is an international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services. https://www.astm.org/
 - 2.5 "Asphalt Preservation" means the application of specific asphalt emulsions, aggregates and other materials which are applied to the surface of existing highways and roads to prolong the lifespan of the asphalt pavements.
 - 2.6 "APL" or "Approved Source" means Approved Product List/Source. The WVDOH Materials Control, Soils and Testing Division (MCS&T) creates and maintains a list of certified manufacturers that meet acceptable level of quality. These lists are updated periodically (amended), and it is the Vendors responsibility to refer to the current lists. The most current APL/Sources are located at: https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.
 - 2.7 "Pricing Pages" means the schedule of prices and totals contained in wvOASIS or attached hereto as Attachment A (ATT A) and used to evaluate the Solicitation responses.
 - **2.8** "RPM" means Raised Pavement Markers, which is a device attached to the road and used as a positioning guide for drivers.
 - **2.9** "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

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- **2.10** "Standard Specs" means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, including any Supplementals.
- **2.11** "SAMI" means Stress Absorbing Membrane Interlayer seal.
- **2.12** "HAM" means Hot-Applied Asphalt Mastic treatment.
- **2.13** "MUTCD" means the Manual on Uniform Traffic Control Devices.
- **2.14** "WVDOH" means the West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

3.1 The following sections of the Standard Specs shall apply, but are not be limited, to the administration of this contract: Sections 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, as amended.

Materials and equipment used in performance of this contract shall conform, but are not limited to, the requirements of Sections 401, 405, 407, 408, 420, 636, 663, 702, 703, 705 and 715, as amended.

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 B (ATT B)** Standard Specifications Order Form. The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

West Virginia Division of Highways Contract Administration Building 5, Room 840 1900 Kanawha Boulevard, East Charleston, West Virginia 25305

A free electronic copy of the Standard Specs and Supplemental Latest Edition may be obtained by sourcing:

http://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx

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

While the Contract Items reference the subject WVDOH Standard Specification, all other relevant sections of the Standard Specs still apply. Where any conflict may exist

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between this solicitation and the WVDOH Standard Specs, the WVDOH Standard Specs shall take precedence.

NOTE: It is the Vendor's responsibility to provide traffic control while performing their services, and during the curing period if necessary.

3.2.1 Pre-Paving Meeting

The Vendors for Asphalt Preservation applications shall attend an on-site prepaving meeting with the WVDOH District Engineer before beginning an asphalt preservation project to review and discuss the following:

- Detailed work schedule
- Traffic control plan
- Calibration of equipment
- JMF previously submitted to the WVDOH District Engineer
- Equipment inspection, including transport units

The pre-paving meeting shall be incidental and included in the cost of Mobilization.

- 3.2.2 Test Strips: The Vendor shall utilize test strips to demonstrate the mixing of materials and placement procedures of each mixing machine to be used on a project. Test strip shall be performed at the beginning of the first day of production and on the roadway to be treated. The completed test strip (minimum 500 feet length) shall be reviewed to detect and correct any variances in surface texture, material ratio(s) and finished surface appearance. Additionally, the test strip will be used to establish the target job application rate.
- 3.2.3 Materials and Equipment: All Materials and Equipment used for Asphalt Preservation shall meet or exceed the Standard Specs for the corresponding asphalt preservation method. Where an Approved Product List (APL) or Approved Source requirement exists within this contract or within the Standard Specs, it is the Vendors responsibility to ensure that approved sources are utilized. The APL's and Approved Sources which have been provided as attachments to this contract are subject to periodic updated. The most current APL and Approved Sources, as amended, can be reviewed at: https://transportation.wv.gov/highways/mcst/Pages/APL By Number.aspx.
- **3.2.4 Safety:** In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outlined in the Standard Specs, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendors may obtain

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the WVDOH pandemic-response protocols by contacting the WVDOH District Engineer.

- 3.2.5 Maintaining Traffic: While undergoing improvement, the project site shall be kept open to traffic in such condition that both local and through traffic will be adequately and safely accommodated. Traffic control shall be the responsibility of the Vendor performing work. All improvement operations shall be scheduled to keep traffic delays to a minimum.
 - A. Surface Protection: Do not allow traffic on the mixture until it has cured sufficiently to prevent pickup by vehicle tires. The new surface must be able to carry normal traffic without damage within one hour of application. Protect the new surface from damage at intersections and driveways. Repair all damage to the mixture caused by traffic. All costs associated with this repair work will be borne by the Contractor.
 - **B.** Maintaining Traffic, Contract Item Q: Traffic Control services, including Pilot Truck and Driver, Traffic Control Devices, Flaggers, and/or Arrow Boards, are the responsibility of the Vendor performing work and shall be provided in accordance with Standard Specs Section **636**, and the *Manual on Temporary Traffic Control for Streets and Highways*, 2006 *Edition*, or as directed by the Engineer.

3.2.6 Surface Preparation

No Asphalt Preservation application shall be performed until breaks, holes, depressions, and other irregularities in the base or existing surface have been repaired, sealed, and cured sufficiently. The WVDOH will ensure that potholes and irregularities have been corrected prior to the start of scheduled Asphalt Preservation application.

Asphalt Preservation Vendors must ensure that the roadway is cleaned and appropriately prepared prior to the start of work, as required by the Standard Specs. Surface preparation shall be included in the bid price for each Asphalt Preservation Contract Item, except for the Contract Items listed below, which shall be bid individually.

- A. Eradication of Pavement Markings, Contract Item L: Pavement Markings shall be removed as required in the WVDOH Standard Specs, Section 405, 420, and 636, except when the project plans indicate an alternative.
- B. Crack Sealing, 1" or Less, Contract Item K: Crack Sealing for cracks requiring repair which measure 1" or less shall consist of cleaning and filling voids in asphalt or in concrete pavement in

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accordance with requirements established in **Attachment C (ATT C)** Project Specific Special Provision Section **403**, *Crack Sealing in Asphalt*. Crack Sealing shall be bid by the linear foot.

C. Hot-Applied Asphalt Mastic (HAM) Treatment, Contract Item E:
Cracks measuring larger than 1" shall require cleaning and the use of
Hot-Applied Asphalt Mastic (HAM) Treatment. HAM Treatment must
be applied in accordance with requirements established in Attachment
D (ATT D) - Project Specific Special Provision Section 403 HotApplied Asphalt Mastic (HAM) Treatment. Reference Attachment E
(ATT E), APL Products for Highway Maintenance. HAM Treatment
shall be bid by the pound.

3.2.7 Asphalt Preservation Applications

Reference Attachment F (ATT F), Approved A-1 Aggregate Sources, as amended, for all Asphalt Preservation Applications which utilize aggregates. Aggregate sources must be provided on the Pricing Pages, Attachment A (ATT A), in the Aggregate Hauling Surcharge Per County section, Contract Item R.

Reference Attachment G (ATT G), Certified Bituminous Material, as amended, for all Asphalt Preservation Applications which utilize emulsions or binders. Emulsion and Binder sources must be provided on the Pricing Pages, Attachment A (ATT A), in the applicable Asphalt Preservation Application section.

A. Chip Seal, Contract Item A: Vendor shall provide all materials, equipment, and labor for Chip Seal application in accordance with all requirements established in the WVDOH Standard Specs, Section 405. Chip Seal shall be bid by the square yard.

Cationic emulsified asphalt shall conform to the requirements of AASHTO M 208 per WVDOH Standard Specs, Section **705.11**

Anionic emulsified asphalts shall conform to the requirements of AASHTO M 140, per WVDOH Standard Specs, Section **705.4**.

Polymer-modified cationic emulsified asphalt shall conform to the requirements of AASHTO M 316, Per WVDOH Standard Specs Section 705.12. A surcharge can be added for supplying Polymer Modified Cationic Emulsified Asphalt if requested on the Delivery Order.

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- **B.** Fog Seal, Contract Item B: Vendor shall provide all materials, equipment, and labor for Fog Seal application in accordance with all requirements established in the WVDOH Standard Specs Sections 405 and 407. Fog Seal shall be bid by the square yard.
- C. Tack Coat, Contract Item C: Vendor shall provide all materials, equipment, and labor for Tack Coat application in accordance with all requirements established in the WVDOH Standard Specs, Sections 408 and 420. Tack Coat shall be bid by the square yard.
- D. Stress Absorbing Membrane Interlayer (SAMI), Contract Item D: Vendor shall provide material, equipment, and labor for placing SAMI seal as an interlayer between existing distressed pavements and a surface course of asphalt to reduce reflective cracking. When applied, SAMI should be provided by the Vendor providing the surface course of asphalt preservation, for which SAMI shall serve as an interlayer. SAMI Seal must be applied in accordance with requirements established in Attachment H (ATT H) Project Specific Special Provision Section 407 Asphalt Stress Absorbing Membrane Interlayer Fiber Sami Seal. SAMI seal shall be bid by the square yard.
- E. Asphalt Emulsion Slurry Seal Coat, Contract Item F: Vendor shall provide all materials, equipment, and labor for application of Asphalt Emulsion Slurry Seal Coat in accordance with requirements established in Attachment I (ATT I) Project Specific Special Provision 4 Section 425 Asphalt Emulsion Slurry Seal Coat. Asphalt Emulsion Slurry Seal Coat shall be bid by the square yard.
- F. Micro Surface Types 2FA & 3FA, Contract Item G: Vendor shall provide all materials, equipment, and labor for Micro Surface application in accordance with requirements established in the standards referenced in WVDOH Standard Specs, Section 420. Micro Surface, Single and Multiple Course, shall be bid by the square yard.
- G. Micro Surface Rut Fill, Contract Item H: Vendor shall provide all materials, equipment, and labor for Rut Fill application in accordance with all requirements established in the WVDOH Standards referenced in WVDOH Standard Specs Section 420 and shall be bid by the ton.

3.2.8 Pavement Markings

Upon completion of the Asphalt Preservation Application, pavement markings shall be installed at their original locations, except when the project plans indicate an alternative. Permanent painted line striping is not a Contract Item

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within this contract. For the removal of pavement markings, reference Section 3.2.5.A Eradication of Pavement Markings.

A. Temporary Pavement Markings, Contract Item M: Temporary Pavement Markings and Temporary Raised Pavement Markers shall be installed in accordance with WVDOH Standard Specs, Sections 636 and 663. Temporary Pavement Markings Type VII-A, VII-B, and VII-C must be from an APL source, Attachment J (ATT J).

Temporary Pavement Markings shall be bid by the linear foot

Temporary Raised Pavement Markers (RPM) shall be bid by each RPM installed.

B. Permanent Pavement Markings

- Type V Pre-Formed Pavement Markings, Installed, Contract Item N: Type V Pre-Formed Pavement Markings must be installed in accordance with WVDOH Standard Specs Sections 420, 663 and 715. All Type V Pre-Formed Pavement Markings must be produced by a certified manufacturer listed on the WVDOH Approved Product List (APL), as amended, Attachment K (ATT K), Type V Pavement Markings.
- Raised Pavement Markers (RPM), Installed, Contract Item O: RPM's must be stored and installed in accordance with Standard Specs Section 420, 663 and 715. RPM's shall be bid by each marker installed.

Reference **Exhibit 1** (**EXH 1**) for additional RPM Type P and Type R details.

- All Type P-2 RPM's must be produced by a certified manufacturer listed on the APL, as amended, Type P-2 Raised Pavement Markers, Attachment L (ATT L).
- Type R-4 RPM's must meet all ASTM D4280 standards addressed in Standard Spec Section 715.40.6.2.
- 3.2.9 Surface Quality & Quality Control: The finished pavement surface and work shall meet all quality standards established in the Standard Specs for application. If the finished surface or work does not meet the quality standards established in the Standard Specs, work must stop immediately. The appropriate corrective action must be determined and then reviewed with the Engineer before resuming production.

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Asphalt Preservation and Pavement Markings Materials, Equipment and Labor by Vendor

3.2.10 Weather and Seasonal Limitations: Acceptable Air and pavement temperatures, rain and inclement weather restrictions and seasonal limitations can vary for each Asphalt Preservation method. Vendor must adhere to requirements established in the Standard Specs for the Asphalt Preservations method being applied. If weather restrictions or limitations are not available within the Standard Specs for the Asphalt Preservation application, the manufacturers recommended guidelines shall be followed with the prior approval of the WVDOH District Engineer.

3.2.11 Surcharges

Aggregate Hauling Surcharge per County, Contract Item R: The Vendor shall provide a per ton cost for Aggregate Hauling per County bid. This Contract Item is to fairly compensate the Vendors for hauling aggregate from Vendors storage site to a project site. The intent is for Vendors to determine the sources of aggregate for each county and to determine their cost to transport that aggregate to any location within the County being bid. The Vendor may use any distance in that calculation, but it is anticipated that an average distance from the aggregate source to a project site will be used. The WVDOH shall use the following formula when calculating the hauling surcharge, converting the per square yard of Chip Seal or SAMI to tons of aggregate required for SAMI and light, single, double, and triple course treatments:

Light Chip Seal:
Item A1 (Size of Project) $\times 0.01 = $ Tons of Aggregate
Single Chip Seal:
Item A2 (Size of Project) $\times 0.01 = $ Tons of Aggregate
Double Chip Seal:
Item A3 (Size of Project) x 0.0225 = Tons of Aggregate
Triple Chip Seal:
Item A4 (Size of Project) $\times 0.040 = $ Tons of Aggregate
SAMI:
Item D (Size of Project) $\times 0.01 = $ Tons of Aggregate

3.2.12 Mobilization, Contract Items P: Mobilization will be requested when the Vendor is required to move his equipment from Vendor's Storage Site, to the WVDOH project site. Pricing for mobilization shall be bid per mile and will be calculated based on the Vendors Storage Location provided on Attachment A (ATT A). Mobilization bid in any form other than cost per mile will be grounds to disqualify the Vendor's bid. Vendor shall bid the cost of mobilization for the first mile and the cost for any additional miles after the first mile. Mobilization fees shall be calculated and paid one-way only by the WVDOH from the Vendor's Equipment Storage Location to the WVDOH

REQUEST FOR QUOTATION

Asphalt Preservation and Pavement Markings Materials, Equipment and Labor by Vendor

project site. When the Vendor has multiple projects or the equipment is traveling from WVDOH location or project to project, additional miles only will be paid from project to project or from the Vendor's Equipment Storage Location to the project, whichever is less mileage. The WVDOH will provide the location of the project site to the Vendor on a Delivery Order. **Contract Items P** is located within the Pricing Pages below each Contract Item allowing Mobilization.

The WVDOH shall source the WV Straight Line Diagrams for WV Primary Routes and WV Secondary Routes for the route from the Vendor's Equipment Storage Location to the WVDOH project site. 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 Equipment Storage Location to the WV State line at which time, the Diagrams will be sourced to the WVDOH project site.

4. MATERIALS ACCEPTANCE CRITERIA: Materials found not in compliance with the requirements of the Contract or if the work performed, visually appears to be unacceptable, by visual inspection of the WVDOH District Engineer, the work may be rejected, removed and replaced at the Contractor's expense except where Pay Adjustments are established in the Standard Specs.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for Asphalt Preservation and Pavement Markings on all Contract items. Vendors should bid on the Contract Items which relate to their scope of work for each county in which they provide services; Vendors are not expected to provide every Contract Item, only those which they specialize in.

EXAMPLE: Vendor Blue may specialize in Micro Surfacing and Vendor Red may specialize in Chip Seal. Vendor Yellow may specialize in the Eradication and of Pavement Markings, and Vendor Green may specialize in the installation of pavement markings. Vendors should bid on those Contract items they wish to offer. Vendors may choose to only bid on a single Contract Item or may bid on a combination of multiple Contract Items.

A Contract shall be awarded to all responsible Vendors that provide the Contract Items which meet all required specifications of this contract.

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5.2 Pricing Pages: The Pricing Pages contain a list of the Contract Items. Vendor may bid any or all Contract Items on the Pricing Pages, Attachment A (ATT A). Vendor should complete the Pricing Pages in their entirety for the Contract Items which they intend to bid. Failure to complete the Pricing Pages in their entirety may result in Vendor's bids being disqualified. No future use of the Contract or any individual item is guaranteed or implied.

Manufacturer/Source Name and Source Location should be provided within the Pricing Pages, or as a supplemental attachment where additional space if needed. Contract Items requiring use of Approved Product List (APL) or Approved Sources will be disqualified if the Manufacturer /Source Name and Source Location is not provided, or if the Source/Product is not an WVDOT Approved.

The APL is not intended to reflect preference or favor over any Vendor. Manufacturers capable of meeting the established level of quality may become "certified" in accordance with the procedures found in Materials Procedure 700.00.55 – Guidelines for Establishing and Maintaining Approved Lists of Materials and Sources: https://transportation.wv.gov/highways/mcst/Material%20Procedures/M7000055.PDF

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Kristy.E.James@wv.gov.

5.3 Determining Low Bid Per Project: To determine the low bid Vendor for individual projects, the WVDOH District Engineer will determine the Vendors awarded for the county in which work will be performed. WVDOH will calculate the lowest overall total cost of the Contract Items needed for the project, including mobilization, and coordinate the execution of work with low-bid vendor. WVDOH will do this for each specialty of work needed for the overall project.

EXAMPLE: If Micro Surfacing services are needed for an Asphalt Preservation & Pavement Markings project, the District Engineer will determine the lowest bidder for each area of work relating for the project. The District Engineer will calculate the total for Micro Surfacing services, including mobilization and any anticipated surcharges, to determine the low bid Micro Surfacing Vendor. The District Engineer will contact the low bid Micro Surfacing Vendor. The WVDOH will repeat this process for any other services needed for this project. For this example, Vendor Blue for Micro Surfacing, Vendor Orange for Crack Sealing, Vendor Purple for Tack Coat, Vendor Yellow for the Eradication of Pavement Markings, and Vendor Green for the installation of Temporary and Permanent Pavement Markings.

If a low-bid Vendor is not available for the scheduled work, WVDOH will offer the work to the next low-bid Vendor for that Contract Item.

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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.

5.4 Contract Award Transition: Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Operations Division to the Districts and Vendors, any Delivery Order issued prior the award of the subject Asphalt Preservation and Pavement Markings Contract shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts and Vendors notice, any Delivery Order that has not been completely filled by the Vendors shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Orders from prior contracts should be held open by the District or the Vendor longer ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

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

6. ORDERING AND PAYMENT:

- 6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If the Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line. Vendor shall maintain communication of its current phone numbers, fax numbers, e-mail addresses, location addresses, and all ordering/billing/payment addresses with WVDOH and in wvOASIS as applicable.
- **Delivery Order:** WVDOH will initiate the delivery order by identifying locations in need of repair. The delivery order will be generated by a WVDOH engineer or designee. The order should be completed on a WV-39 Blanket Release Order. The order should detail the need, location information of the repairs, type of repair required, and tentative start and end dates. Once complete, delivery orders shall be sent to the Vendor via email, fax, or postal mail. Any verbal communications to initiate a project from this contract are not acceptable as a delivery order.

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- **Inspection and approval:** The WVDOH will approve payment at such time as the repairs have been made according to the provisions of this agreement and have been verified by a WVDOH engineer or designee.
- 6.4 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 (P-Card) program, administered under contract by a banking institution, to process payment for goods and services through state designated credit cards. Under this Contract, Vendor must accept payment by electronic funds transfer and P-Card. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (www.wvsao.gov) for all necessary forms and instructions. Payment method for each Delivery Order may be dictated at WVDOH's discretion.

7. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 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 of the project work of the Delivery Order. Failure on the Vendor's part to acknowledge acceptance of the project work may result in cancellation of the Delivery Order and re-award of the project to the next lowest bidder.
- 7.2 Delivery Time: All Delivery Orders shall specify a starting date and a completion date based on the Vendor's acceptance of the Delivery Order. If the work is not started by the Vendor by the specified starting date on the Delivery Order, the Delivery Order may be cancelled and issued to the next low bidder. If work is not completed by the completion date as specified on the Delivery Order, liquidated damages may be assessed in accordance with Standard Specs Section 108.7. Vendor shall ship all orders in accordance with the dates assigned to each project per the Deliver 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 the Delivery Order.
- 7.3 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the DOH Finance & Administration Division, Procurement Section.

- **7.4 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. 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.
- 7.5 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.6 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8 VENDOR DEFAULT:

- **8.1** The following shall be considered a vendor default under this Contract.
 - **8.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - **8.1.2** Failure to comply with other specifications and requirements contained herein.
 - **8.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - **8.1.4** Failure to remedy deficient performance upon request.

Revised 10/27/2014 13 REVISED

- 8.2 The following remedies shall be available to Agency upon default.
 - 8.2.1 Immediate cancellation of the Contract.
 - 8.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 8.2.3 Any other remedies available in law or equity.

9. **MISCELLANEOUS:**

- 9.1 No Substitutions: 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.
- 9.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 9.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Wally Wright
Telephone Number: 604-264-0707 oxt. 254
Fax Number: 604-716-7890
Email Address: Wally. Wright @ slurry pavers.com

Revised 10/27/2014 14 REVISED

Asphalt Preservation and Pavement Markings, Materials, Equipment and Labor by Vendor - by Location per County

VENDORS NAME SHALL BE ENTERED HERE. BY THE VENDOR:

Slurry Pavers Inc.

INSTRUCTIONS FOR VENDORS: For bidding, Vendor shall mark with an "X" the Counties that correspond with the pricing on this page.

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Asphalt Preservation and Pavement Markings, Materials, Equipment and Labor by Vendor - by Location per County

VENDORS NAME SHALL BE ENTERED HERE. BY THE VENDOR:

Slurry Pavers Inc.

LF

\$

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Page 2 of 5

8" Longitudinal Line, Yellow - Installed

N-14

Asphalt Preservation and Pavement Markings, Materials, Equipment and Labor by Vendor - by Location per County

VENDORS NAME SHALL BE ENTERED HERE, BY THE VENDOR:

Slurry Pavers Inc.

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ſ		Barbour		Doddridge		Harrison		Marshall	Х	Morgan	Х	Raleigh		Upshur
ſ	Χ	Berkeley	Х	Fayette		Jackson		Mason		Nicholas		Randolph		Wayne
		Boone		Gilmer	Х	Jefferson	Х	McDowell		Ohio		Ritchie		Webster
		Braxton	Х	Grant		Kanawha	Х	Mercer	Х	Pendleton		Roane		Wetzel
		Brooke	Х	Greenbrier		Lewis	Х	Mineral		Pleasants	Х	Summers		Wirt
		Cabell	Х	Hampshire		Lincoln		Mingo	Х	Pocahontas		Taylor		Wood
ı		Calhoun		Hancock		Logan		Monongalia		Preston		Tucker	Х	Wyoming
		Clay	Х	Hardy		Marion		Monroe		Putnam		Tyler		=

_	Σ natuy	Marion	monroe Putnam	,		
Contract Item #	Extended Description	Name/Location of Material Supplier/Source*	Vendor's Storage Location	Unit of Measure	Size of Project	List Price
N-15	12" Longitudinal Line, White - Installed			LF		\$
N-16	12" SKID RESISTANCE ENHANCED Longitudinal Line, White - Installed			LF		
N-17	12" Longitudinal Line, Yellow - Installed			LF		\$
N-18	12" Longitudinal Line, Black - Installed			LF		\$
N-19	12" Longitudinal Line, Grey- Installed			LF		\$
N-20	24" Longitudinal Line, White - Installed			LF		\$
N-21	Straight Arrow 12" @ Bottom of Shaft 3'-3" x 9'-10" - Installed			Each		\$
N-22	Straight Arrow with Black Contrast 12" at Bottom of Shaft, 3'3" x 9'10" - Installed			Each		\$
N-23	Curved Arrow, Left, 12" at Bottom of Shaft, 6'- 3" x 8-2" - Installed			Each		\$
N-24	Curved Arrow, Left with Black Contrast, 12" at Bottom of Shaft, 6'-3" x 8'-2" - Installed			Each		\$
N-25	Curved Arrow, Right, 12" at Bottom of Shaft, 6'-3" x 8-2" - Installed			Each		\$
N-26	Curved Arrow, Right, with Black Contrast, 12" at Bottom of Shaft, 6'-3" x 8'-2" - Installed			Each		\$
N-27	Combination Arrow 12" at Bottom of Shaft, 7'-4" x 13'-1" (Left or Right, Specified at Time of Order) - Installed			Each		\$
N-28	Combination Arrow with Black Contrast 12" at Bottom of Shaft, 7'-4" x 13'-1" (Left or Right, Specified at Time of Order) - Installed			Each		\$
N-29	"ONLY" 6'-8" x 8'-0" - Installed			Each		\$
N-30	"STOP" 7'-4" x 8'-0" - Installed			Each		\$
N-31	"AHEAD" 8'-10" x 8'-0" - Installed			Each		\$
N-32	"SCHOOL" 11'-4" x 8'-0" - Installed			Each		\$
N-33	"SCHOOL" 14'-6" x 10'-0" - Installed			Each		\$
N-34	Right Side Lane Drop Arrow (Points to the Left) - Installed			Each		\$
N-35	Left Side Lane Drop Arrow (Points to the Right) - Installed			Each		\$
N-36	Railroad Crossing R's 12'x78", "X" 16", "20" height, 42" Width - Installed			Each		\$
N-37	White Handicap Symbol with Blue Background, 48" square - Installed			Each		\$
N-38	Yield Line Triangle, 24" x 36" - Installed			Each		\$
N-39	Freeway Ramp Wrong Way Arrow 8' wide - Installed			Each		\$
N-40	SKID RESISTANCE ENHANCED Bicycle with Rider and Helmet Symbol, 24" x 48". Bicycle to Point to the Left - Installed			Each		\$
N-41	Shared Lane Bike Symbol 9'-4" x 3'4" SKID RESISTANCE ENHANCED - Installed			Each		\$
N-42	One Head Roundabout Arrow, White, Left - Installed			Each		\$
N-43	One Head Roundabout Arrow, White, Straight - Installed			Each		\$
N-44	Two Head Roundabout Arrow, White, Left/ Right - Installed			Each		\$
N-45	Two Head Roundabout Arrow, White, Left/ Straight - Installed			Each		\$
N-46	Two Head Roundabout Arrow, White, Right/Straight - Installed			Each		\$
N-47	Three Head Roundabout Arrow, White, Left/Right/Straight - Installed			Each		\$
P1-N	Mobilization for First Mile			Mile		\$
P2-N	Mobilization for Each Additional Mile, Type V Pavement Markings			Mile		\$
	nt Markings, Installed					

Raised Pavement Markings, Installed

Asphalt Preservation and Pavement Markings, Materials, Equipment and Labor by Vendor - by Location per County

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Aggregate Hauling Surcharge: \$ 7.00 R-12 Fairfax Materials Inc., Hours Quarry Ton **Grant County** Aggregate Hauling Surcharge: Greenbrier R-13 Applachian Aggregates, Lewisburg Quarry Ton \$ 8.90 County Aggregate Hauling Surcharge: Hampshire Allegany Aggregates, Inc., Short Gap Quarry \$ R-14 Ton 9.25 County Aggregate Hauling Surcharge: Hancock R.15 Ton County Aggregate Hauling Surcharge: R-16 Fairfax Materials Inc., Hours Quarry 9.00 Ton Hardy County Aggregate Hauling Surcharge: Harrison R-17 Ton County Aggregate Hauling Surcharge: Ton Jackson County Aggregate Hauling Surcharge: Jefferson R-19 Martin Marietta, Pinesburg Quarry Ton 8.50 County Aggregate Hauling Surcharge: Kanawha \$ R-20 Ton County Aggregate Hauling Surcharge: Ton ewis County Aggregate Hauling Surcharge: \$ R-22 Ton Aggregate Hauling Surcharge R-23 Ton Logan County Aggregate Hauling Surcharge: \$ R-24 Ton Marion County Aggregate Hauling Surcharge: Marshall R-25 Ton \$ County Aggregate Hauling Surcharge R-26 Ton Mason County Aggregate Hauling Surcharge: McDowell Applachian Aggregates, Mercer Quarry (Princeton, \$ R-27 Ton 16.45 County Aggregate Hauling Surcharge: Applachian Aggregates, Mercer Quarry (Princeton, Ton 7.35 Mercer County
Aggregate Hauling Surcharge: WV) \$ R-29 Allegany Aggregates, Inc., Short Gap Quarry 6.00 Ton Mineral County Aggregate Hauling Surcharge: R-30 Ton \$ Mingo County Aggregate Hauling Surcharge: Monongalia

Page of 5 Ton

R-31

County

Asphalt Preservation and Pavement Markings, Materials, Equipment and Labor by Vendor - by Location per County

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ſ		Barbour		Doddridge		Harrison		Marshall	Х	Morgan	Х	Raleigh		Upshur
ſ	Х	Berkeley	Х	Fayette		Jackson		Mason		Nicholas		Randolph		Wayne
I		Boone		Gilmer	Х	Jefferson	Х	McDowell		Ohio		Ritchie		Webster
ſ		Braxton	Х	Grant		Kanawha	Х	Mercer	Х	Pendleton		Roane		Wetzel
ſ		Brooke	Х	Greenbrier		Lewis	Х	Mineral		Pleasants	Х	Summers		Wirt
ſ		Cabell	Х	Hampshire		Lincoln		Mingo	Х	Pocahontas		Taylor		Wood
ſ		Calhoun		Hancock		Logan		Monongalia		Preston		Tucker	Х	Wyoming
Ī		Clay	х	Hardy		Marion		Monroe		Putnam		Tyler		•

Contract Item	Т			Unit of		
#	Extended Description	Name/Location of Material Supplier/Source*	Vendor's Storage Location	Measure	Size of Project	List Price
R-32	Aggregate Hauling Surcharge: Monroe County			Ton		\$
R-33	Aggregate Hauling Surcharge: Morgan County	Martin Marietta, Wadfordsburg Quarry		Ton		\$ 8.00
R-34	Aggregate Hauling Surcharge: Nicholas County			Ton		\$
R-35	Aggregate Hauling Surcharge: Ohio County			Ton		\$
R-36	Aggregate Hauling Surcharge: Pendleton County	Fairfax Materials Inc., Hours Quarry		Ton		\$ 10.50
R-37	Aggregate Hauling Surcharge: Pleasants County			Ton		\$
R-38	Aggregate Hauling Surcharge: Pocahontas County	Appalachian Aggregates, Mill Point Quarry		Ton		\$ 14.40
R-39	Aggregate Hauling Surcharge: Preston County			Ton		\$
R-40	Aggregate Hauling Surcharge: Putnam County			Ton		\$
R-41	Aggregate Hauling Surcharge: Raleigh County	Appalachian Aggregates, Lewisburg Quarry		Ton		\$ 14.40
R-42	Aggregate Hauling Surcharge: Randolph County			Ton		\$
R-43	Aggregate Hauling Surcharge: Ritchie County			Ton		\$
R-44	Aggregate Hauling Surcharge: Roane County			Ton		\$
R-45	Aggregate Hauling Surcharge: Summers County	Appalachian Aggregates, Lewisburg Quarry		Ton		\$ 14.40
R-46	Aggregate Hauling Surcharge: Taylor County			Ton		\$
R-47	Aggregate Hauling Surcharge: Tucker County			Ton		\$
R-48	Aggregate Hauling Surcharge: Tyler County			Ton		\$
R-49	Aggregate Hauling Surcharge: Upshur County			Ton		\$
R-50	Aggregate Hauling Surcharge: Wayne County			Ton		\$
R-51	Aggregate Hauling Surcharge: Webster County			Ton		\$
R-52	Aggregate Hauling Surcharge: Wetzel County			Ton		\$
R-53	Aggregate Hauling Surcharge: Wirt County			Ton		\$
R-54	Aggregate Hauling Surcharge: Wood County			Ton		\$
R-55	Aggregate Hauling Surcharge: Wyoming County	Appalachian Aggregates, Mercer Quarry, (Princeton, WV)		Ton		\$ 14.40

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:)		
Vendor's Name: Slurry Pavers Inc.			<u>-</u>
Authorized Signature:	men	_{Date:} 02/08/2021	
State of Virginia	1		SOUNDON WAR
County of Henrico , to-wit:			NOTARY PUBLIC PUBLIC PUBLIC AMISSION
Taken, subscribed, and sworn to before me this 08 day	, _{of} February	, 20 <u>21</u> .	REG # 7809010 MY COMMISSION EXPIRES
My Commission expires December 31	, 20 <mark>23</mark> .		12/31/2023
AFFIX SEAL HERE	NOTARY PUBLIC	welly want	WEALTH ON THE STATE OF THE STAT