

AA Paving and Sealing, Inc.

PO Box 975

Princeton, WV 24740

SEALED BID: 6621C044 - April 11 Material, Delivery & Labor  
by vendor by county

Buyer: Tim Lewis

Solicitation no: ARFA DOT 2100000029

Bid open date: 2/18/2021

Bid open time: 2:30 PM

RECEIVED  
2021 FEB 17 AM 11:06  
FINANCE PROCUREMENT



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

<b>Proc Folder:</b> 823541			<b>Reason for Modification:</b>
<b>Doc Description:</b> Asphalt Material, Delivery & Labor by Vendor by County			
<b>Proc Type:</b> Agency Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-01-29	2021-02-18 14:30	ARFQ 0803 DOT2100000029	1


**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:** VS0000009428  
**Vendor Name :** AAA Paving and Sealing, Inc.  
**Address :** PO Box 975  
**Street :**  
**City :** Princeton  
**State :** WV **Country :** US **Zip :** 24740  
**Principal Contact :** Brandon Henkes  
**Vendor Contact Phone:** 304-425-5329 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Tina L Lewis  
 304-414-6859  
 tina.l.lewis@wv.gov

**Vendor Signature X**  **FEIN#** 81-0836270 **DATE** 2/1/2021

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

INVOICE TO			SHIP TO		
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER			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
2	Asphalt	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #
30121601			

**Extended Description:**  
Asphalt

SCHEDULE OF EVENTS		
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTIONS DUE BY 10:00AM	2021-02-05

	Document Phase	Document Description	Page 3
DOT2100000029	Final	Asphalt Material, Delivery & Labor by Vendor by County	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# INSTRUCTIONS TO VENDORS SUBMITTING BIDS

## West Virginia Division of Highways Maintenance Division

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

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

**3. BID SUBMISSION:** All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.

**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: 6621C044 – Asphalt Material, Delivery & Labor by Vendor by County

BUYER: TINA LEWIS

SOLICITATION NUMBER: ARFQ DOT2100000029

BID OPENING DATE: 02/28/2021

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:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on award \_\_\_\_\_ and extends for a period of one \_\_\_\_\_ year(s).



**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 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 a breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

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

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Agency prior to Contract award.

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

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

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

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

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

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

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

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

WEST VIRGINIA CONTRACTOR'S LICENSE

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

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

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

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

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

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

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

**15. CANCELLATION:** The Agency reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or this contract for any reason or no reason upon 30 days written notice to the Vendor.

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

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

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

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

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

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

**22. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or

remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

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

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

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

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

**27. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.

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

<http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf>.

**29. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

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

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

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

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

**33. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes 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:

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

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Agency via email to the Agency representative specified by Agency.

**39. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly

employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

**41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2)



that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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


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

AAA Paving and Sealing, Inc.  
(Full Company Name)

  
(Authorized Signature)

Brandon Henkes - Chief Operating Officer  
(Print or Type Name and Title of Signatory)

304-425-5329  
(Phone Number)

304-425-5139  
(Fax Number)

aaa paving and sealing @ hotmail .com  
(Email address)

2/1/2021  
(Date)

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

AGENCY SOLICITATION NUMBER-ARFQ DOT2100000029  
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

To correct the bid opening date on the instructions to vendors form:

Date: 02/18/2021      Time: 2:30PM

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

Terms and Conditions:

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

## 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: 6621C044 – Asphalt Material, Delivery & Labor by Vendor by County

BUYER: TINA LEWIS

SOLICITATION NUMBER: ARFQ DOT2100000029

BID OPENING DATE: ~~02/28/2021~~ 02/18/2021

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.

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** ARFQ DOT2100000029

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

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

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

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

\_\_\_\_\_  
AAA Paving and Sealing, Inc.  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
2/3/2021  
Date

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

REQUEST FOR QUOTATION  
Asphalt Materials, Delivery & Labor by Vendor by County

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end Asphalt contract for use on preventive maintenance and repair projects throughout the state of West Virginia including materials, delivery and labor, by the Vendor, to WVDOH and West Virginia Parkways Authority project sites.
  
2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” “Contract Item(s)”** - Contract Items are identified in Section 3 of this Solicitation.
  
  - 2.2 **“Pricing Pages”** - The schedule of prices attached hereto as **Attachment A Pricing Pages (ATT A)** and **Attachment B Mobilization Pricing Pages (ATT B)** which are used to evaluate the Solicitation responses. There are TWO (2) sets of Pricing Pages.  
  
**NOTE:** Vendor’s Pricing Pages shall accompany and correspond with Vendor’s Plant Information forms.
  
  - 2.3 **“Solicitation”** - The official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.
  
  - 2.4 **“WVDOH”** - West Virginia Division of Highways.
  
  - 2.5 **“MP”** - Material Procedures, as amended, issued by the WVDOH Materials Control, Soils and Testing Division. The MP numbers references throughout these Contract Specifications are available by MP number at:  
<https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>
  
  - 2.6 **“MCS&T”** - The WVDOH Materials Control, Soil and Testing Division, who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system. Reference: <http://www.transportation.wv.gov/highways/mcst/Pages/default.aspx>
  
  - 2.7 **“Emergency Work”** - Work that is required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by, at a minimum, a WVDOH District Engineer or their designee.

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- 2.8 **Asphalt**,” **Hot Mix Asphalt**” and **HMA**” - Terms used interchangeably for asphalt.
- 2.9 **Approved Source,” Approved Plant,” Approved Product,” or Approved Vendor**” - Terms which refers to the Approved Product Lists (APL) of certified manufacturers and/or products that meet acceptable levels of quality as determined by WVDOH Materials Control, Soils and Testing Division (MCS&T). These lists are updated periodically, and it is the Vendors responsibility to refer to the MCS&T website to ensure compliance.  
[https://transportation.wv.gov/highways/mcst/Pages/APL\\_By\\_Number.aspx](https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx).
- 2.10 **PG**” – Performance Grade.
- 2.11 **RAP**” - Reclaimed Asphalt Pavement.
- 2.12 **HPTO**” - High Performance Thin Overlay.
- 2.13 **SP**” - WVDOH Special Provision.
- 2.14 **Contractor**” or **Vendor**” - An enterprise that contributes goods or services. Contractor or Vendor used in this Solicitation and in the Standard Specs are interchangeable.
- 2.15 **Standard Specs**” - The West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as amended or modified by all subsequent Supplemental Specifications.
- 2.16 **Plant Information Form**” and **Information Form**” - **Mandatory forms which the Vendor must complete and submit with their bid** to identify each of the Vendor’s sourced Plants. Vendor shall provide Plant name, location, and counties served for each Plant sourced for asphalt and/or stone Materials associated with this contract’s Pricing Pages. Plant Information forms are mandatory and must accompany their respective Pricing Pages and be submitted at the time of bid. **This Solicitation requires the TWO (2) Plant Information Forms: Attachment C Asphalt Plant Information Form (ATT C) and Attachment D Stone Plant Information Form (ATT D).**
- 2.17 **F.O.B**” - Freight on Board Vendors Plant Location.

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**3. GENERAL REQUIREMENTS:**

- 3.1 Specifications:** The following Standard Specs Sections shall apply to the administration of this contract: 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, as amended.

Materials, equipment, and performance of this contract shall conform, but is not be limited to, the requirements of Sections 307, 401, 408, 415, and 636, 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 E Standard Specifications Order Form (ATT E)**. The completed form should be submitted by email to [DOTSpecifications@wv.gov](mailto: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 may be obtained by sourcing:  
<http://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx>

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

**3.2.1 Materials:**

**Contract Item A is considered Materials.** Materials from this contract SHALL ONLY be purchased when delivery by the Vendor and Labor by the Vendor are required on a Delivery Order. All materials used on this contract shall be from WVDOH Approved Source/Plant, as amended.

All labor, equipment, and material to complete **Item B “Shoulder Stone Placement for Asphalt 307-Class 10”** shall be included in the unit bid price. Any traffic control required shall be charged per Section 3.2.22 of these Contract Specifications.

**3.2.2 Shoulder Stone:**

**3.2.2.1 Shoulder Stone Placement, Section 307, Class 10, Contract Item B,** shall meet the requirements of the Standard Detail for



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**Exhibit 1 Shoulder Reconstruction (EXH 1) and Exhibit 2 Restoring Shoulders for Guardrail (EXH 2),** or as directed by the Delivery Order and the WVDOH District Engineer or their designee and shall be bid per ton. **Shoulder Stone Placement and Stone will be paid as Contract Item B.**

**3.2.2.2 Haul by Vendor – Stone, Contract Item D,** is the distance over suitable routes selected by the WVDOH District Engineer or their designee using the allowed for haul costs that will provide the lowest total cost to the WVDOH and shall be measured from the Vendor's Stone plant location, which shall be identified by the Vendor on **Attachment D Stone Plant Information Form (ATT D)**, to the WVDOH's mid-point of the project.

The WVDOH shall source the WV Straight Line Diagrams for WV Primary Routes and WV Secondary Routes for these routes. The Diagrams are available in each WVDOH District Office and the WVDOH Central Office. WVDOH will determine the route to be taken due to bridge and/or road restrictions which shall have acceptable load limits for both roads and bridges. Hauling of Shoulder Stone will be paid as **Contract Item D.**

**3.2.2.3 Shoulder Stone Mobilization, Contract Item C,** is to compensate Vendor for Mobilization of Shoulder Stone for Placement and shall be priced on **Attachment B Mobilization Pricing Pages (ATT B)** which shall correspond with Vendor's **Attachment D Stone Plant Information Form (ATT D)**. Information from which includes counties sourced for Stone.

**All labor, equipment and material to complete Placement/Restoring of Stone, Contract Item B shall be included in the unit bid price.** Any traffic control required shall be charged per Section 3.2.22 of these Contract Specifications.

**3.2.3 Performance Grade Binder, Contract Item E,** is a surcharge to compensate Vendor for supplying asphalt when the referenced binder is substituted for the standard binder.

**3.2.4 Haul by Vendor – Asphalt, Contract Item F,** is the distance over suitable routes selected by the WVDOH District Engineer or their designee using the allowed for haul costs that will provide the lowest total cost to the WVDOH and shall be measured from the Vendor's plant location, which shall be identified on the **Attachment C Asphalt Plant Information Form (ATT C)** to the WVDOH's mid-point of the project.

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The WVDOH shall source the WV Straight Line Diagrams for WV Primary Routes and WV Secondary Routes for these routes. The Diagrams are available in each WVDOH District Office and the WVDOH Central Office. WVDOH will determine the route to be taken due to bridge and/or road restrictions which shall have acceptable load limits for both roads and bridges.

Out-of-state delivery route mileage will be calculated by the WVDOH, the shortest route, by utilizing "Google Earth" or a similar source for routing from the Vendor's plant location to the WV State line at which time, the Diagrams will be sourced to the WVDOH mid-point of the projection location. **Haul by Vendor will only be requested in combination with other awarded items.**

**3.2.5 Laydown of Materials, Contract Item G,** shall provide Laydown services for Materials (**Contract Item A**). Laydown shall be provided by the Vendor at projects designated by the WVDOH District Engineer or their designee. When directed on the Delivery Order, the Laydown Contractor shall construct the Asphalt Laydown with a safety edge at no additional cost to the WVDOH.

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

Replacement of Asphalt Base, Asphalt Wearing or Shoulder Stone Aggregate will be paid as shown in Sections 3.2.7 and 3.2.8.

**3.2.7 Asphalt Base I Shoulder Paving, Contract Item J,** is a surcharge for work performed to pave road shoulders consisting of installing and compacting Asphalt Base I to the elevation of the existing pavement in the shoulder that is to be paved.

Vendor shall comply with **Repaving Pipe Trenches in Paved Shoulders, Exhibit 3 (EXH 3)**, where relevant work is performed.

**NOTE the following Asphalt Base I related line Contract Items:**

- Asphalt Base I will be paid as **Contract Item A**.
- Hauling of Asphalt Base I will be paid as **Contract Item F**.
- Laydown of Base I will be paid as **Contract Item G**.
- Excavation for Base I will be paid as **Contract Item I**.

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**3.2.8 Asphalt Base II Shoulder Paving, Contract Item K**, is a surcharge for work performed to pave road shoulders consisting of installing and compacting Asphalt Base II to the elevation of the existing pavement in the shoulder that is to be paved.

Vendor shall comply with **Repaving Pipe Trenches in Paved Shoulders, Exhibit 3 (EXH 3)**, where relevant work is performed.

**NOTE the following Asphalt Base II related line Contract Items:**

Asphalt Base II will be paid as **Contract Item A3**.

Hauling of Asphalt Base II will be paid as **Contract Item F**.

Laydown will be paid as **Contract Item G**.

Excavation will be paid as **Contract Item I**.

Shoulder Stone Placement/Restoring, and Stone will be paid as **Contract Item B**.

**3.2.9 Tack Coat, Contract Item L**, Asphalt Material for Tack Coat or Prime Material furnished and applied shall be in accordance with Standard Specs Section 408, as amended, as directed by the WVDOH District Engineer or their designee.

**3.2.10 Additional Heel-In Joints, Contract Item M**, at the beginning and the end of each paving location will be performed by the Vendor in accordance with **Exhibit 4 Resurfacing Heel-In Detail (EXH 4)**. Additional Heel-In Joints, in accordance with the Resurfacing Heel-In Detail, may be required as directed by the WVDOH District Engineer or their designee at intersecting roadways, at the beginning and end of each paving skip, and at other designated locations. Payment of Additional Heel-In Joints shall be paid per lineal foot as measured along the joint, which shall be full payment for complete construction of the joint.

**3.2.11 Skip Paving Surcharge, Contract Item N**. Skip Paving may be requested by the WVDOH District Engineer or their designee. A Skip Paving Surcharge will apply when the distance between the end of one skip and the beginning of the next exceeds 2,500 feet. Skip paving for distances less than 2500 feet from the end of one skip and the beginning of the next will not qualify for the Skip Paving Surcharge. Payment shall be made for each ton of final surface course material completed in place on the project. Patching and leveling in preparation for resurfacing of a project shall not be considered Skip Paving.

**3.2.12 Pavement Profiling/Milling** shall consist of profiling the existing pavement to the specified grade and cross slope by grinding, planing, or milling. The profiling equipment shall be capable of accurately

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establishing profile grades of ¼" plus or minus, along each edge of the machine by reference from the existing pavement by use of ski or matching shoe or by reference to independent grade control. The equipment shall have an automatic system for controlling grade and cross slope. The Vendor shall provide adequate manpower and auxiliary equipment to control dust and remove cuttings from the project site. Stockpiling of cuttings on the project site will not be permitted. **All cuttings shall become the property of the WVDOH.**

The Vendor shall be responsible for damage to drainage facilities, manholes or other appurtenances within the pavement area.

**3.2.12.1 Pavement Profiling/Milling, Contract Items O**, shall be measured as the total number of square yards planed or ground to a depth not exceeding two inches (2"). Should the required removal depth exceed two inches (2"), additional quantities shall be measured for each additional two inches (2") increment. Vendors shall factor in the haul cost of profiled/milled cuttings up to 10 miles, one way, in the bid price of this Contract Item.

**3.2.12.2 Mobilization for Profiling/Milling, Contract Item P** listed on **Attachment B Mobilization Pricing Pages (ATT B)**, all preparatory operations including movement of necessary personnel and equipment onto the project site to begin the profiling work. Only one Mobilization for Profiling per Delivery Order shall be paid when Pavement Profiling/Milling and identified accordingly from **Contract Item O** is required.

**3.2.12.3 Haul of Profiled/Milled Cuttings, Contract Item Q:** Profiled/Milled Cuttings from the project site may be hauled by either WVDOH forces or the Vendor, as determined by the WVDOH District Engineer or their designee. Hauling of Profiled/Milled Cuttings by Vendor shall be to locations designated by the WVDOH District Engineer, or their designee. The first 10 miles, one way, Haul of Profiled/Milled Cuttings shall be included with the Pavement Profiling/Milling, **Contract Items O**, and shall not be charged for separately.

Haul of Profiled/Milled Cuttings beyond the initial 10 miles shall be bid per mile as **Contract Item Q2**. **Contract Item Q2** shall only be charged for mileage one way. Haul of Profiled/Milled Cuttings shall be for full capacity truckloads (legal truckloads) only, except for the last haul of the day, which permits the hauling of a partial load at the same rate.

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3.2.13 **Pavement Repair: Contract Item R.** Pavement Repair, Contract Item R, is for pavement repair work performed in conjunction with an overlay. Pavement Repair shall consist of the squaring up the repair area, removing damaged material to a depth directed by the WVDOH District Engineer or their designee, hauling and disposing of existing pavement, tacking of existing surfaces and placing and compacting Asphalt Base II in lifts not exceeding two inches (2”) to the level of the existing pavement. The cost of Asphalt Base II material shall be charged separately as **Contract Item A3**. Pavement Repair, **Contract Item R**, does not qualify for an Asphalt Price Adjustments; however, Asphalt Base II material used for Pavement Repair qualifies for price adjustment per Section 5 of these Contract Specifications.

All labor and equipment to complete **Contract Item R** shall be included in the unit bid price for **Contract Item R**. Any traffic control required shall be charged separately per Section 3.2.22 of these Contract Specifications and identified accordingly as **Contract Item AB**.

- **Base Failure Repair** shall be in accordance with **Base Failure Repair Detail, Exhibit 5 (EXH 5)**.
- **Edge Failure Repair** shall be in accordance with **Edge Failure Repair Detail, Exhibit 6 (EXH 6)**.
- **Pothole Repair** shall be in accordance with **Pothole Repair Detail, Exhibit 7 (EXH 7)**.

3.2.14 **Attachment F SP401 Asphalt Base, Wearing and Patching, and Leveling Courses (ATT F)**, as amended, shall address the use of increased amounts of RAP used within mixes produced for projects in the WVDOH construction program.

3.2.15 **Crushed Aggregate Base Course:** RAP may be substituted for Class 10 Shoulder Stone materials on roadways where edge line pavement markings exist or are installed per Standard Specs Section 307, as amended.

3.2.16 **Contract Item S** shall be in accordance with **Attachment G Asphalt High Performance Thin Overlay, SP496 (ATT G)**, as amended. Laydown service shall be provided per Section 3.2.16.2 of these Contract Specifications.

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**3.2.16.1 Non-Tracking Tack, Contract Item T**, is to be used with **Contract Item S**, shall be a MCS&T Approved Product from an Approved Vendor per MP, as amended, and shall meet the recommended requirements of the supplier unless otherwise specified by the WVDOH District Engineer or their designee.

**3.2.16.2 Laydown of Materials, Contract Item U**, shall provide Laydown services for **Asphalt HTPO, Contract Item S**. Any costs associated with the Material Transfer Device shall be included in the Vendor's bid price for Laydown. Laydown shall be provided by the Vendor at projects designated by the WVDOH District Engineer or their designee.

**3.2.16.3 Asphalt HTPO, Contract Item S**, shall be PG 64E - 22 ordered in 400 (four hundred) ton increments and **Contract Item U** shall also be requested in 400 (four hundred) ton increments or greater.

Hauling for **Contract Item S** shall be a separate bid item and not included in the combined material and Laydown price. Hauling shall be charged per **Contract Item F**.

**3.2.17 Ultra-Thin Asphalt Overlay, Contract Item V**, shall be in accordance with **Attachment H – SP498 Ultra-Thin Asphalt Overlay (ATT H)**, as amended. Laydown service shall be provided per Section 3.2.5 of these Contract Specifications.

**3.2.18 Fine Milling of Asphalt Pavement Surfaces, Contract Item W**, shall be the fine milling of existing and/or new asphalt pavement at locations shown on the plans or as directed by the WVDOH District Engineer or their designee in accordance with the Standard Test Method for Measuring Pavement Macrotexture Depth using a Volumetric Technique, MP 401.07.24. Vendor shall provide pricing inclusive of Laydown services.

**3.2.19 Rumble Strips:**

**3.2.19.1 Milled Rumble Strips, Contract Item X**, shall be in accordance with the **Exhibit 8 Rumble Strip Special Detail (EXH 8)**.

**3.2.19.2 Mobilization for Milled Rumble Strips, Contract Item Y**, on **Attachment B Mobilization Pricing Pages (ATT B)**, is all preparatory operations including movement of necessary personnel and equipment onto the project site to begin the work of Milling Rumble Strips. Only one Mobilization for Milling

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Rumble Strips per Delivery Order shall be paid **when Milled Rumble Strips, Contract Item X**, is required.

- 3.2.20 Parking Lot and Facility Paving Surcharge, Contract Item Z**, is a surcharge which shall be provided when materials, **Contract Items A, S, and V**, are used to pave parking lots.
- 3.2.21 Cleaning and Sweeping, Contract Item AA**, shall be calculated as the paving length times the width swept. The WVDOH shall have the option to perform Cleaning and Sweeping.
- 3.2.22 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. All improvement operations shall be scheduled by the Vendor to keep traffic delay to a minimum.

Traffic Control may be furnished by the WVDOH at the option of the District Engineer, or their designee; however, when Pilot Truck and Driver, Traffic Control Devices, Flagger, and/or Arrow Board, **Contract Item AB**, are requested by the WVDOH District Engineer or their designee for a project, traffic shall be maintained by the Vendor in accordance with Standard Specs Section 636, as amended.

- 3.2.23 Mobilization for Paving Limits:** Vendor shall use **Attachment B Mobilization Pricing Pages (ATT B)** to provide pricing for all Mobilization Contract Items.

**Attachment B Mobilization Pricing Pages (ATT B) Contract Items are:**

- **Contract Item C** is for Shoulder Stone Mobilization
- **Contract Item H1** is for DAYTIME Paving Mobilization
- **Contract Item H2** is for NIGHTTIME Paving Mobilization
- **Contract Item P** is for Pavement Profiling Mobilization
- **Contract Item Y** is for Milled Rumble Strips Mobilization

Only one mobilization for paving per day of operation will be paid, unless moves of over five (5) miles between individual paving locations are required. In cases where a Vendor is required to move from one roadway to the adjacent roadway of a divided highway, additional mobilization for paving will only be paid if the nearest interchange or crossing point that will accommodate the Vendor's equipment is over five (5) miles from the paving locations.

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**3.2.23.1 Daytime Paving Mobilization, Contract Item H1**, is a mobilization for paving charge which may be made when the Delivery Order quantity, per paving location, is less than 500 tons of Asphalt and nighttime paving is not requested.

**3.2.23.2 Nighttime Paving Mobilization, Contract Item H2**, is a mobilization for paving charge which may be made when the Delivery Order directs that the paving is to be done at night.

**NOTE:** This provision may require roundtrip moves of up to ten (10) miles with no additional mobilization for paving payment. An individual paving location shall be defined as a paving job where no skips exceeding 2,500 feet are involved, except between the approach slabs of a bridge or parallel pair of bridges.

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

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

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

**A.** Payment for additional day charge will not be made if the plant has produced over 500 tons on that day. If between 300 and 500 tons have been produced, payment for additional day charge will be made equal to one-half of the



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contract awarded bid price for the additional day charge. The quantity produced to make this determination shall include all material produced that day, which includes tonnage bought by the WVDOH, other local governments and all private work.

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

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

**3.2.25 Vendor's Asphalt Plant Location:** The Vendor shall provide on **Attachment C Asphalt Plant Information Form (ATT C)** the Vendor's Asphalt Plant Location which will be supply the materials listed on the **Attachment A Pricing Pages (ATT A)** spreadsheet. Reference Section 7.2.2 of these Contract Specifications.

**3.2.26 Emergency Work:** Emergency work as ordered by WVDOH District Engineer or their designee is work that shall be initiated within forty-eight (48) hours from when the Delivery Order is received by the vendor. The determination of emergency work will be in accordance with Section 2.7 of these Contract Specifications. Emergency Work must be prominently noted on Delivery Order. Designated emergency projects will be paid at 1.50 times the vendors bid price.

#### 4. SAFETY

**Pandemic-Response Safety Protocols:** In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outline in the Standard Specs,

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as amended, 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 the WVDOH's pandemic-response protocols by contacting the WVDOH District Engineer or their designee.

**5. PRICE ADJUSTMENTS:**

**5.1 Price Adjustment of Asphalt Cement:** Due to the uncertainty in estimating the cost of petroleum products that will be used during the life of this contract, adjustment in compensation for **Contract Items A, S and V** is provided for in the Standard Specs, as amended. Refer to the table below:

<b>Contract Item</b>	<b>Description of Asphalt Section</b>	<b>AC (Average Asphalt Content)</b>
A1	Section 401 – Base I	3.9
A2	Section 401 – 25mm Superpave	4.4
A3	Section 401 – Base II	5.0
A4	Section 401 – Patch and Level	5.0
A5	Section 401 – Wearing IV	5.2
A6	Section 402 – Wearing IV	5.1
A7	Section 401 – 19mm Superpave	4.7
A8	Section 401 – Scratch Course	6.2
A9	Section 402 – 9.5mm Superpave	6.1
A10	Section 401 – Wearing I	6.1
A11	Section 402 – Wearing I	6.0
A12	Section 401 – 4.75mm Superpave	7.6
A13	Section 402 – 4.75mm Superpave	7.2
A14	Section 401 – Wearing III	7.3
A15	Section 402 – Wearing III	7.5
A16	Section 401 - 12.5mm Superpave	5.6
A17	Section 402 - 12.5mm Superpave	5.6
S	Asphalt HPTO, SP496	7.1
V	Ultra-Thin Asphalt Overlay, SP498	7.6

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

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**The bidding index for Asphalt Binder will be listed on the Contract Administration website for Fuel, Asphalt and Cement Prices Adjustments listed for January 2021.**

<https://transportation.wv.gov/highways/contractadmin/Lettings/Pages/FuelandAsphaltPrices.aspx#FuelPrices>.

- 6. ACCEPTANCE PLAN:** Quality control at the plant and in-the-field shall be the responsibility of the Vendor and shall meet the requirements of MP 401.03.50. Compaction quality control shall be in accordance with MP 401.05.20. Acceptance testing shall be the responsibility of the WVDOH. Quality assurance of the material shall be as set forth in MP 401.02.27 for Marshall Mix designs or MP 401.02.29 for Superpave mix designs. Referenced MP's, as amended, may be referenced at <https://transportation.wv.gov/highways/mcst/Pages/MP-400s.aspx>.

**7. CONTRACT AWARD:**

- 7.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.
- 7.2 Pricing Pages and Plant Information Forms:** A complete bid submission SHALL include multiple Attachments to include Pricing Pages AND corresponding Plant Information Forms.
- Vendor shall clearly identify the applicable counties on **Attachment A Pricing Pages (ATT A)** Pricing Page by marking an "X" beside applicable county/counties.
  - Vendor shall clearly identify their bid, by county, on **Attachment B Mobilization Pricing Pages (ATT B)** by providing a lump sum price beside the applicable county/counties for each mobilization Contract Item they are bidding on, as listed in Section 3.2.23 of these Contract Specifications.
  - Vendor shall list with each materials plant location which will provide the materials listed on the **Pricing Pages (ATT A)**, each plant location listing on **Attachment C Asphalt Plant Information Form (ATT C)** and **Attachment D Stone Plant Information Form (ATT D)** must also list the counties which the listed plant location serves.
  - Vendor shall submit one complete set of Pricing Pages and Plant Information Forms for each county or grouping of counties with identical pricing. If bid prices differ across counties, the Vendor shall make duplicates of the Pricing

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Pages (ATT A and ATT B) and Plant Information Forms (ATT C and ATT D) and submit a new, separate, complete set of Pricing Pages and Plant Information Forms for each differing set of prices, identifying the applicable counties on each separate set.

**NOTE: If the Vendor fails to provide the Asphalt (ATT C) or Stone (ATT D) Plant Location Information Form that corresponds with the Vendor's Pricing Pages (ATT A and ATT B), the Vendor's bid will be DISQUALIFIED for that bid submission.**

**7.2.1 Pricing Pages Spreadsheet:** Vendor should complete the Pricing Pages spreadsheet by providing the following information for each Contract Item Bid:

- **Supplier Name - Vendor's Sourced Plant:** Vendor should identify the Vendor's sourced Plant name and this listing should correspond with Vendor's completed, mandatory Plant Information forms, **Attachment C Asphalt Plant Information Form (ATT C)** and **Attachment D Stone Plant Information Form (ATT D)**.
- **List Price:** Vendor shall list their bid per unit prices for each Contract Items they intend to bid. Vendor should not place formulas or any type of Excel calculations into the List Price column, only the actual bid price per Contract Item.

**NOTE: Vendor shall not add to or modify any column headers, Contract Item descriptions, or units of measure on the Pricing Page spreadsheets. Any changes to the latter will result in disqualification of the Vendor's bid.**

The Pricing Pages spreadsheets list Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.

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

**7.2.2 Plant Information Forms:** There are two (2) Plant Information Forms that must be submitted with corresponded Pricing Pages at the time of Bid: **Attachment C Asphalt Plant Information Form (ATT C)** identifies the Asphalt Plant and **Attachment D Stone Plant Information Form (ATT D)** identifies the Stone Plant for Shoulder Stone placement.

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All Plant Information Forms shall be completed by Vendors and shall identify WVDOH Approved Plants, as amended, supplying materials associated with bid items on the Pricing Pages. A “COMPLETE” Plant Information Forms shall provide:

- Name of Vendor submitting the Plant Information Form as part of bid
- Plant Name
- Plant Location - 911 address or the most recent physical street address, city, and state
- Counties the listed Plant will supply the Vendor’s materials to

**NOTE: If the Vendor fails to provide the Asphalt (ATT C) or Stone (ATT D) Plant Location Information Form that corresponds with the Vendor’s Pricing Pages (ATT A and ATT B), the Vendor’s bid will be DISQUALIFIED for that bid submission**

**7.2.3 Electronic Forms:** Vendor should type or electronically enter the information into the Pricing Pages spreadsheet and the Plant Information Forms to prevent errors in the evaluation. In most cases, the Vendor can request an electronic copy of the Pricing Pages spreadsheets (ATT A & ATT B) and Plant Information Forms (ATT C & ATT D) for bid purposes by sending an email request to the following address:  
Kristy.E.James@wv.gov.

**7.3 Contract Award Transition:** Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH 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 toward the 2020 Contracts for material, delivery and labor by the vendor shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts’ and Vendors’ notice, any Delivery Order that has not been completely filled by the Vendors from the 2020 Contracts for material, delivery and labor by the vendor shall NOT be completed, but a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Order from the 2020 Contracts for material, delivery and labor by the vendor should be held open by the District or the Vendor longer than ten (10) working days after the notice to the Districts and the Vendors of the effective date **of use** of the new contracts.

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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.

- 8. DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor for individual repair paving projects, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the Contract Items required for individual projects. A written Delivery Order will be issued to the Vendor with the lowest overall total cost. Charges for hauling will be calculated according to Section 3.2.4 of these Contract Specifications.

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.

**9. ORDERING AND PAYMENT:**

- 9.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, e-mail address, locations and ordering/billing/ payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it should include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.
- 9.2 Delivery Order:** WVDOH will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH Engineer or their designee. The order should be completed on a WV-39 Blanket Release Order. The order should detail the need and location information of the work to be completed per Contract Items, as well as the tentative start and end dates, to become the agreed up as the official start and end dates. Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. **Any verbal communications to initiate or make modifications to a project from this contract are not acceptable as a Delivery Order.**
- 9.3 Payment:** Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as

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Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

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

- 10.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH Delivery Order, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the Delivery Order. As verification of receipt, Vendor must provide written acknowledgement of any Delivery Orders and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any Delivery Orders/Revisions within five (5) calendar days of the Order being sent shall be considered refusal of the Delivery Order. In the event of refusal, the WVDOH at its own discretion shall cancel the Delivery Order and may seek to cancel the Delivery Order and obtain the goods or services from the next low bid Vendor or proceed with an Emergency Purchase from the open market.
- 10.2 Negotiation of Dates:** The WVDOH shall have the option to negotiate with the Vendor the project's tentative start and end dates. **Project work shall be continuous to completion unless otherwise approved in writing by the WVDOH District Engineer or their designee.**
- 10.3 Lead Time:** The WVDOH should plan accordingly to allow the Contractor a minimum of fourteen (14) calendar days prior to the date of the agreed upon work start date on the Delivery Order to allow Vendor to mobilize and begin work.
- 10.4 Delivery Time:** The Vendor shall mobilize, commence, and complete work delivery in accordance with the WVDOH's written Delivery Order, per project. Any changes must be communicated by the Vendor in writing to the WVDOH District Engineer or their designee. The Vendor shall work in an efficient manner in effort to keep traffic delay to a minimum and traffic must be adequately and safely accommodated. Vendor shall ship/provide all orders in accordance with the dates assigned to each project per the Delivery Order and shall not hold orders until a minimum delivery quantity is met. **No Vendor is authorized to ship project related goods or begin work/services, nor is the WVDOH authorized to receive materials, prior to the issuance of a Delivery Order.**
- 10.5 Adverse Weather Conditions:** Unsuitable/adverse/inclement weather conditions

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may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOH District Engineer or their designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOH, Vendor, or the general public, work shall be suspended by the WVDOH Engineer or their designee. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOH Engineer or their designee. After a weather-related suspension of work, the WVDOH District Engineer or their designee shall determine and convey in writing, such Delivery Order changes and when work shall commence/resume, followed by the Vendor's written acknowledgement, as per Section 9 of these Contract Specifications.

**10.6 Late Delivery:** If commencement of work by the Vendor will be delayed for any reason, the Agency placing the Delivery Order under this Contract must be notified **in writing by the Vendor by no later than five (5) business days prior to the scheduled start date from the Agency's order.** Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and application of Liquidated Damages.

**10.6.1 Liquidated Damages:** If the Vendor's work completion or corrections of deficient work exceeds the Delivery Order completion due date/timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOH's specified Delivery Order due date, in accordance with this Section, the contract's Terms and Conditions, and the Standard Specs Section 108.7, as amended.

**10.7 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. Vendor's Plant Location. **Haul by Vendor, Contract Item F**, shall be requested on the Delivery Order. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery.

**10.8 Project Acceptance Criteria:** The WVDOH District Engineer or their designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the WVDOH District Engineer or their designee not performed in accordance with these contract Specifications and the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced



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by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the WVDOH District Engineer or their designee. Under no circumstance shall the Vendor's deficiency corrections exceed twenty (20) calendar days unless otherwise declared in writing by the WVDOH District Engineer or their designee, subject to Liquidated Damages as per Section 10.6.1 of these Contract Specifications.

**10.9 Rejection of Unacceptable Contract Items:** The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs **Section 105**, as amended. 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. Within five (5) days of being notified that items are unacceptable, Vendor shall either make arrangements for the return, or permit the Agency to arrange for the return, and reimburse Agency for delivery expenses. 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.

**10.10 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.

**11. VENDOR DEFAULT:**

**11.1** The following shall be considered a vendor default under this Contract:

**11.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

**11.1.2** Failure to comply with other specifications and requirements contained herein.

**11.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**11.1.4** Failure to remedy deficient performance upon request.

**11.2** The following remedies shall be available to Agency upon default:

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- 11.2.1 Immediate cancellation of the Contract.
- 11.2.2 Immediate cancellation of one (1) or more Delivery Orders issued under this Contract.
- 11.2.3 Any other remedies available in law or equity.

**12. MISCELLANEOUS:**

- 12.1 **No Substitutions:** The Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 12.2 **Vendor Supply:** The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.
- 12.3 **Vendor's Invoices:** Invoices for materials, **Contract Items A, R, U, and S**, must be submitted separately from all other items. All other items shall be submitted on a separate invoice. The Vendor's invoices must be submitted as an original containing the following information:
  - All weigh ticket numbers for material delivered and cuttings hauled during the invoice period.
  - WVDOT Delivery Order number and this contract number.
  - Total quantity and unit price with the total cost of each type of material furnished.
  - No payment will be made to a Contractor for **Daytime Paving Mobilization, Contract Item H1**, unless the quantity is less than 500 tons or **Nighttime Paving Mobilization, Contract Item H2** unless the Delivery Order directs that the paving is to be done at night.
- 12.4 **Reports:** The Vendor shall provide quarterly reports and annual summaries to the Agency showing the Contract Items purchased, quantities of Contract Items purchased, and the total dollar value of the Contract Items purchased. The Vendor shall also provide reports, upon request, showing the Contract Items purchased during the term of this Contract, the quantity purchased for each of those Contract Items and the total value of purchases for each of those Contract Items. Failure to supply such reports may be grounds for cancellation of this Contract.

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**12.5 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. In the event that the Contract Manager or any of the Vendor's contact information, email, addresses, or phone numbers change, the Vendor shall update the WVDOH in writing and update wvOASIS. Vendor should list its Contract Manager and his or her contact information below.

**Contract Manager:** Brandon Henkes  
**Telephone Number:** 304-425-5329  
**Fax Number:** 304-425-5139  
**Email Address:** aaa paving and sealing@hotmail.com

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ATTACHMENT A PRICING PAGE (ATT A)

Vendor name shall be entered here by the Vendor: AAA Paving and Sealing, Inc.

**Vendor Instructions:** For bidding, Vendor shall mark with an "X" the counties that correspond with the pricing on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A and ATT B) as well as separate Plant Information Forms (ATT C & ATT D) for each county pricing set. Vendor must complete TWO Pricing Pages (ATT A and ATT B) as well as all Plant Information Forms for each pricing set submitted.

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

Supplier Name - Vendor's Sourced Plant	Contract Item #	Contract Item Description	Unit of Measure	List Price
AAA Paving and Sealing - Princeton, WV	A1	Asphalt Section 401 - Base I	TON	\$49.00
AAA Paving and Sealing - Princeton, WV	A2	Asphalt Section 401 - 25mm Superpave	TON	\$52.00
AAA Paving and Sealing - Princeton, WV	A3	Asphalt Section 401 - Base II	TON	\$54.00
AAA Paving and Sealing - Princeton, WV	A4	Asphalt Section 401 - Patch and Level	TON	\$53.00
AAA Paving and Sealing - Princeton, WV	A5	Asphalt Section 401 - Wearing IV	TON	\$55.00
AAA Paving and Sealing - Princeton, WV	A6	Asphalt Section 402 - Wearing IV	TON	No Bid
AAA Paving and Sealing - Princeton, WV	A7	Asphalt Section 401 - 19mm Superpave	TON	\$54.00
AAA Paving and Sealing - Princeton, WV	A8	Asphalt Section 401 - Scratch Course	TON	\$54.00
AAA Paving and Sealing - Princeton, WV	A9	Asphalt Section 402 - 9.5mm Superpave	TON	\$68.00
AAA Paving and Sealing - Princeton, WV	A10	Asphalt Section 401 - Wearing 1	TON	\$54.00
AAA Paving and Sealing - Princeton, WV	A11	Asphalt Section 402 - Wearing 1	TON	\$66.00
AAA Paving and Sealing - Princeton, WV	A12	Asphalt Section 401 - 4.75mm Superpave	TON	No Bid
AAA Paving and Sealing - Princeton, WV	A13	Asphalt Section 402 - 4.75mm Superpave	TON	No Bid
AAA Paving and Sealing - Princeton, WV	A14	Asphalt Section 401 - Wearing III	TON	No Bid
AAA Paving and Sealing - Princeton, WV	A15	Asphalt Section 402 - Wearing III	TON	No Bid
AAA Paving and Sealing - Princeton, WV	A16	Asphalt Section 401 - 12.5mm Superpave	TON	\$56.00
AAA Paving and Sealing - Princeton, WV	A17	Asphalt Section 402 - 12.5mm Superpave	TON	\$58.00
AAA Paving and Sealing - Princeton, WV	B	Shoulder Stone Placement for Asphalt Section 307 - Class 10	TON	\$42.00
	C	Shoulder Stone Mobilization - Complete on Attachment B (ATT B)	LUMP SUM	---
AAA Paving and Sealing - Princeton, WV	D1	Haul by Vendor Shoulder Stone Placement - First Ton Mile	MILE	\$1.50
AAA Paving and Sealing - Princeton, WV	D2	Haul by Vendor Shoulder Stone Placement - Each Additional Mile	MILE	\$0.22
AAA Paving and Sealing - Princeton, WV	E1	Surcharge for PG Binder - 70 minus 22	TON	\$5.00
AAA Paving and Sealing - Princeton, WV	E2	Surcharge for PG Binder 76 minus 22 ordered in 400 Ton increments	TON	\$12.00
AAA Paving and Sealing - Princeton, WV	F1	Asphalt Haul by Vendor - First Ton Mile	MILE	\$1.50
AAA Paving and Sealing - Princeton, WV	F2	Asphalt Haul by Vendor - Each Additional Mile	MILE	\$0.21
AAA Paving and Sealing - Princeton, WV	G1	Laydown of Materials. Items A and U, Each Site 0 to 100 Tons	TON	\$65.00
AAA Paving and Sealing - Princeton, WV	G2	Laydown of Materials. Items A and U, Each Site 101 to 200 Tons	TON	\$26.00
AAA Paving and Sealing - Princeton, WV	G3	Laydown of Materials. Items A and U, Each Site 201 to 500 Tons	TON	\$10.00
AAA Paving and Sealing - Princeton, WV	G4	Laydown of Materials. Items A and U, Each Site 501 Tons or Greater	TON	\$8.50
	H1	Mobilization - Daytime Paving - Complete on Attachment B (ATT B)	LUMP SUM	---
	H2	Mobilization - Nighttime Paving - Complete on Attachment B (ATT B)	LUMP SUM	---
AAA Paving and Sealing - Princeton, WV	I1	Excavation for Shoulder Paving - 0 to 1000 Sq. Yards	SY	\$5.00
AAA Paving and Sealing - Princeton, WV	I2	Excavation for Shoulder Paving - 1001 to 2000 Sq. Yards	SY	\$3.50
AAA Paving and Sealing - Princeton, WV	I3	Excavation for Shoulder Paving - 2001 to 3000 Sq. Yards	SY	\$2.50
AAA Paving and Sealing - Princeton, WV	I4	Excavation for Shoulder Paving - 3001 Sq. Yards or Greater	SY	\$1.50
AAA Paving and Sealing - Princeton, WV	J1	Asphalt Base I Shoulder Paving Surcharge - 0 to 100 Tons	TON	\$20.00
AAA Paving and Sealing - Princeton, WV	J2	Asphalt Base I Shoulder Paving Surcharge - 101 to 200 Tons	TON	\$15.00
AAA Paving and Sealing - Princeton, WV	J3	Asphalt Base I Shoulder Paving Surcharge - 201 to 500 Tons	TON	\$4.00
AAA Paving and Sealing - Princeton, WV	J4	Asphalt Base I Shoulder Paving Surcharge - 501 Tons or Greater	TON	\$2.00
AAA Paving and Sealing - Princeton, WV	K1	Asphalt Base II Shoulder Paving Surcharge - 0 to 100 Tons	TON	\$20.00
AAA Paving and Sealing - Princeton, WV	K2	Asphalt Base II Shoulder Paving Surcharge - 101 to 200 Tons	TON	\$15.00
AAA Paving and Sealing - Princeton, WV	K3	Asphalt Base II Shoulder Paving Surcharge - 201 to 500 Tons	TON	\$4.00
AAA Paving and Sealing - Princeton, WV	K4	Asphalt Base II Shoulder Paving Surcharge - 501 Tons or Greater	TON	\$2.00
AAA Paving and Sealing - Princeton, WV	L	Asphalt Material for Tack Coat or Prime Material	GAL	\$2.50
AAA Paving and Sealing - Princeton, WV	M	Additional Heel-In Joints	LF	\$12.00
AAA Paving and Sealing - Princeton, WV	N	Skip Paving Surcharge	TON	\$12.00
AAA Paving and Sealing - Princeton, WV	O1	Pavement Profiling/Milling - 0 to 250 Sq. Yards	SY	\$20.00
AAA Paving and Sealing - Princeton, WV	O2	Pavement Profiling/Milling - 251 to 500 Sq. Yards	SY	\$15.00
AAA Paving and Sealing - Princeton, WV	O3	Pavement Profiling/Milling - 501 to 1000 Sq. Yards	SY	\$10.00
AAA Paving and Sealing - Princeton, WV	O4	Pavement Profiling/Milling - 1001 to 2500 Sq. Yards	SY	\$5.00
AAA Paving and Sealing - Princeton, WV	O5	Pavement Profiling/Milling - 2501 to 5000 Sq. Yards	SY	\$3.00
AAA Paving and Sealing - Princeton, WV	O6	Pavement Profiling/Milling - 5001 Sq. Yards or Greater	SY	\$2.00
	P	Mobilization - Pavement Profiling/Milling - Complete on Attachment B (ATT B)	LUMP SUM	---
AAA Paving and Sealing - Princeton, WV	Q1	Haul of Profiled/Milled Cuttings, First 10 Miles (Included with Contract Items O)	MILE	No Add'l Charge
AAA Paving and Sealing - Princeton, WV	Q2	Haul of Profiled/Milled Cuttings, Each Additional Mile (Above 10 Miles)	LOADED MILE	\$5.00
AAA Paving and Sealing - Princeton, WV	R	Pavement Repair - Asphalt Base II	TON	300
AAA Paving and Sealing - Princeton, WV	S	Asphalt HPTO - SP496 - PG 64E-22 ordered 400 Ton increments	TON	No Bid
AAA Paving and Sealing - Princeton, WV	T	Non-Tracking Tack - to be used with S	GAL	No Bid
AAA Paving and Sealing - Princeton, WV	U	Lay Down of Materials - to be used with S - 400 Ton or Greater	TON	No Bid
AAA Paving and Sealing - Princeton, WV	V	Ultra-Thin Asphalt Overlay - SP498	TON	95

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT A PRICING PAGE (ATT A)

Vendor name shall be entered here by the Vendor: AAA Paving and Sealing, Inc.

**Vendor Instructions:** For bidding, Vendor shall mark with an "X" the counties that correspond with the pricing on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A and ATT B) as well as separate Plant Information Forms (ATT C & ATT D) for each county pricing set. Vendor must complete TWO Pricing Pages (ATT A and ATT B) as well as all Plant Information Forms for each pricing set submitted.

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

Supplier Name - Vendor's Sourced Plant	Contract Item #	Contract Item Description	Unit of Measure	List Price
AAA Paving and Sealing - Princeton, WV	W1	Fine Milling of Asphalt Pavement Surfaces - 0 to 250 Sq. Yards	SY	22
AAA Paving and Sealing - Princeton, WV	W2	Fine Milling of Asphalt Pavement Surfaces - 251 to 500 Sq. Yards	SY	17
AAA Paving and Sealing - Princeton, WV	W3	Fine Milling of Asphalt Pavement Surfaces - 501 to 1000 Sq. Yards	SY	12
AAA Paving and Sealing - Princeton, WV	W4	Fine Milling of Asphalt Pavement Surfaces 1001 to 2500 Sq. Yards	SY	6
AAA Paving and Sealing - Princeton, WV	W5	Fine Milling of Asphalt Pavement Surfaces 2501 to 5000 Sq. Yards	SY	4
AAA Paving and Sealing - Princeton, WV	W6	Fine Milling of Asphalt Pavement Surfaces - 5001 SY or Greater	SY	2
AAA Paving and Sealing - Princeton, WV	X	Milled Rumble Strips	LF	0.40
	Y	Mobilization - Milled Rumble Strips - Complete on Attachment B (ATT B)	LUMP SUM	
AAA Paving and Sealing - Princeton, WV	Z	Surcharge for Parking Lot and Facility Paving	TON	7
AAA Paving and Sealing - Princeton, WV	AA	Cleaning and Sweeping	SY	0.01
AAA Paving and Sealing - Princeton, WV	AB1	Maintaining Traffic - Pilot Truck and Driver	DAY	900
AAA Paving and Sealing - Princeton, WV	AB2	Maintaining Traffic - Traffic Control Devices	UNIT	1
AAA Paving and Sealing - Princeton, WV	AB3	Maintaining Traffic - Flagger	HOUR	65
AAA Paving and Sealing - Princeton, WV	AB4	Maintaining Traffic - Arrow Board	DAY	30
AAA Paving and Sealing - Princeton, WV	AC1	Off-Season Plant Opening - First Day	DAY	3250
AAA Paving and Sealing - Princeton, WV	AC2	Off-Season Plant Opening - Each Additional Day	DAY	900

Total Number of Attachment A pages submitted by Vendor is: 2

**Asphalt Materials Delivery & Labor by Vendor by County**

**ATTACHMENT B MOBILIZATION PRICING PAGE (ATT B)**

**Vendor name shall be entered here by the Vendor:**

**AAA Paving and Sealing, Inc.**

**Vendor Instructions:** For bidding, Vendor shall enter below the Mobilization Item Pricing from Vendor's Sourced Plant Locations referenced on Attachment A Pricing Pages (ATT A). A complete set of pricing pages and plant information forms must be provided for each separate set of pricing (by county) submitted (ATT A, ATT B, ATT C, ATT D).

County	Unit of Measure	Item C, Mobilization Shoulder Stone	Item H1, Mobilization DAYTIME Paving	Item H2, Mobilization NIGHTTIME Paving	Item P, Mobilization Pavement Profiling	Item Y, Mobilization Milled Rumble Strips
Barbour	LUMP SUM					
Berkeley	LUMP SUM					
Boone	LUMP SUM					
Braxton	LUMP SUM					
Brooke	LUMP SUM					
Cabell	LUMP SUM					
Calhoun	LUMP SUM					
Clay	LUMP SUM					
Doddridge	LUMP SUM					
Fayette	LUMP SUM	\$ 1,725.00	\$ 1,000.00	\$ 3,000.00	\$ 3,250.00	\$ 3,250.00
Gilmer	LUMP SUM					
Grant	LUMP SUM					
Greenbrier	LUMP SUM	\$ 1,725.00	\$ 1,000.00	\$ 3,000.00	\$ 3,250.00	\$ 3,250.00
Hampshire	LUMP SUM					
Hancock	LUMP SUM					
Hardy	LUMP SUM					
Harrison	LUMP SUM					
Jackson	LUMP SUM					
Jefferson	LUMP SUM					
Kanawha	LUMP SUM					
Lewis	LUMP SUM					
Lincoln	LUMP SUM					
Logan	LUMP SUM					
Marion	LUMP SUM					
Marshall	LUMP SUM					
Mason	LUMP SUM					
McDowell	LUMP SUM	\$ 1,725.00	\$ 1,000.00	\$ 3,000.00	\$ 3,250.00	\$ 3,250.00
Mercer	LUMP SUM	\$ 1,725.00	\$ 1,000.00	\$ 3,000.00	\$ 3,250.00	\$ 3,250.00
Mineral	LUMP SUM					
Mingo	LUMP SUM					
Monongalia	LUMP SUM					
Monroe	LUMP SUM	\$ 1,725.00	\$ 1,000.00	\$ 3,000.00	\$ 3,250.00	\$ 3,250.00
Morgan	LUMP SUM					
Nicholas	LUMP SUM	\$ 1,725.00	\$ 1,000.00	\$ 3,000.00	\$ 3,250.00	\$ 3,250.00
Ohio	LUMP SUM					
Pendleton	LUMP SUM					
Pleasants	LUMP SUM					
Pocahontas	LUMP SUM					
Preston	LUMP SUM					
Putnam	LUMP SUM					
Raleigh	LUMP SUM	\$ 1,725.00	\$ 1,000.00	\$ 3,000.00	\$ 3,250.00	\$ 3,250.00
Randolph	LUMP SUM					
Ritchie	LUMP SUM					
Roane	LUMP SUM					
Summers	LUMP SUM	\$ 1,725.00	\$ 1,000.00	\$ 3,000.00	\$ 3,250.00	\$ 3,250.00
Taylor	LUMP SUM					
Tucker	LUMP SUM					
Tyler	LUMP SUM					
Upshur	LUMP SUM					
Wayne	LUMP SUM					
Webster	LUMP SUM					
Wetzel	LUMP SUM					
Wirt	LUMP SUM					
Wood	LUMP SUM					
Wyoming	LUMP SUM	\$ 1,725.00	\$ 1,000.00	\$ 3,000.00	\$ 3,250.00	\$ 3,250.00

Asphalt Materials Delivery & Labor by Vendor by County  
 ATTACHMENT C ASPHALT PLANT LOCATION INFORMATION FORM (ATT C)

Vendor name shall be entered here by the Vendor: AAA Paving and Sealing, Inc.

**Vendor Instructions:** For bidding, Vendor shall enter below the source ASPHALT Plant Names and Locations, including their 911 address. Vendor must list with each source Plant Name and Location listed the counties that plan will be used to service for this contract. Reference Section 7.2.2 for additional instructions. A complete set of pricing pages and plant information forms must be provided for each separate set of pricing (by county) submitted (ATT A, ATT B, ATT C, ATT D).

Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	Mercer, McDowell, Raleigh, Wyoming, Monroe, Summers, Greenbrier, Fayette, and Nicholas
Plant Name & Location	Princeton Plant
	560 Turnpike Industrial Park Rd
	Princeton, WV 24739
Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	
Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	
Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	

Asphalt Materials Delivery & Labor by Vendor by County  
**ATTACHMENT D STONE PLANT LOCATION INFORMATION FORM (ATT D)**

Vendor name shall be entered here by the Vendor: AAA Paving and Sealing, Inc.

**Vendor Instructions:** For bidding, Vendor shall enter below the **STONE** source Plant Names and Locations, including their 911 address. Vendor must list with each source Plant Name and Location listed the counties that plant will be used to service for this contract. Referece Section 7.2.2 for additional instructions. A complete set of Pricing Pages and Plant Information Forms must be provided for each seperate set of pricing (by county) submitted (ATT A, ATT B, ATT C, ATT D).

Vendor's <b>SHOULDER STONE</b> Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	Mercer, McDowell, Wyoming, Summers, Monroe
Plant Name & Location	East River Aggregates - Mercer Quarry
	388 Blake Hollow Road
	Princeton, WV 24739
Vendor's <b>SHOULDER STONE</b> Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	Greenbrier
Plant Name & Location	RBS Inc. - Greystone Quarry
	2790 Unus Rd
	Lewisburg, WV 24901
Vendor's <b>SHOULDER STONE</b> Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	Raleigh, Fayette, Nicholas
Plant Name & Location	Appalachian Aggregates - Beckley Quarry
	1700 N Sandbranch Rd
	Mt. Hope, WV 25880
Vendor's <b>SHOULDER STONE</b> Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: AAA Paving and Sealing, Inc.

Authorized Signature: *KH* Date: 2/1/2021

State of West Virginia

County of Mercer, to-wit:

Taken, subscribed, and sworn to before me this 1st day of February, 2021.

My Commission expires August 29th, 2021.



NOTARY PUBLIC *AH*

# West Virginia Ethics Commission



## Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

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

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: AAA Paving and Sealing, Inc. Address: PO Box 975  
Princeton, WV 24740

Name of Authorized Agent: Brandon Henkes Address: PO Box 975 Princeton, WV 24740

Contract Number: ARFQ-0803-DOT2100000029 Contract Description: Asphalt Material, Delivery & Labor by Vendor by County

Governmental agency awarding contract: State of West Virginia

Check here if this is a Supplemental Disclosure

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

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

Signature: [Handwritten Signature] Date Signed: 2/1/2021

**Notary Verification**

State of West Virginia, County of Mercer:

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

Taken, sworn to and subscribed before me this 1st day of February, 2021.  
[Handwritten Signature]  
Notary Public's Signature

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/1/2021

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

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

<b>PRODUCER</b> Humphrey, Stump & Haynie Insurance Agency, Inc. 100 E. Main Street PO Box 3205 Salem VA 24153	<b>CONTACT NAME:</b> Angie Shively <b>PHONE (A/C, No, Ext):</b> (540) 389-2327 <b>FAX (A/C, No):</b> (540) 389-5901 <b>E-MAIL ADDRESS:</b> angie_shively@hshi.com														
<b>INSURED</b> AAA Paving & Sealing, Inc. & AAA Septic Tank Services, Inc. P.O. Box 975 Princeton WV 24740	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B: Brickstreet Mutual Insurance</td> <td>524126</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	10677	INSURER B: Brickstreet Mutual Insurance	524126	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Cincinnati Insurance Company	10677														
INSURER B: Brickstreet Mutual Insurance	524126														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER: 2020-2021**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broad Form PD <input checked="" type="checkbox"/> Contractual & XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		EFP0236174	2/24/2020	2/24/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> DOC <input checked="" type="checkbox"/> HCPD-\$50,000			EFP0236174	2/24/2020	2/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined single \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			Excess Over Genl Liab, Auto Liab & WC Empl Liab EFP0236174-Follow Form	2/24/2020	2/24/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCB1020758-WV Broad Form Incl	2/24/2020	2/24/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Contractors Equipment</b>			EFP0236174	2/24/2020	2/24/2021	Leased/Rented Equipment (ACV) \$720,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 STATE OF WEST VIRGINIA IS INCLUDED AS AN ADDITIONAL INSURED IN REGARDS TO GENERAL LIABILITY COVERAGE

<b>CERTIFICATE HOLDER</b> Tina.l.lewis@wv.gov  STATE OF WEST VIRGINIA 1900 KANAWHA BLVD E BLDG 5 CHARLESTON, WV 25305	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Angie Shively/ASHIVE <span style="float: right;"><i>Angie Shively</i></span>
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