

# State of West Virginia Solicitation Response

Proc Folder: 1593441

Solicitation Description: Ditch, Pipe and Asphalt Repair and Maintenance by the Vendor

**Proc Type:** Agency Master Agreement

 Solicitation Closes
 Solicitation Response
 Version

 2025-01-23 10:30
 SR 0803 ESR01212500000004429
 1

**VENDOR** 

000000203375 KELLY PAVING INC

Solicitation Number: ARFQ 0803 DOT2500000026

Total Bid: 0 Response Date: 2025-01-21 Response Time: 15:32:16

Comments:

FOR INFORMATION CONTACT THE BUYER

Jeromie F Lanham 304-720-7383 jeromie.f.lanham@wv.gov

Vendor Signature X

FEIN# DATE

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

 Date Printed:
 Jan 23, 2025
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Pilot Truck and Driver	0.00000	DAY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
46161500				

#### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Traffic Control Devices	0.00000	UNIT	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
46161500				

### **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Traffic Flagger	0.00000	HOUR	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
46161500				

## **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Arrow Board	0.00000	DAY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
46161500				

## **Commodity Line Comments:**

#### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Ditching (Shoulder Mile)	0.00000	MILE	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141003				

## **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Correcting Deep Ditches	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141003				

#### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Restoring Shoulders and Shoulder Stone	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141003				

### **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Shoulder Stone Placement	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141003				

### **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Ditching Haul by Vendor for Items 6, 7 & 8 (Ton Mile)	0.00000	MILE	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141003				

### **Commodity Line Comments:**

#### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Ditching Haul for Items 6, 7 & 8 Addl' Mile (Ton Mile)	0.00000	MILE	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141003				

## **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Ditching Waste Haul by Vendor per Truck/ Driver	0.00000	HOUR	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72153507				

#### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Ditching Daytime Mobilization	0.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
24000000				

### **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Ditching Nighttime Mobilization.	0.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
24000000				

## **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Ditching On-Site Mobilization	0.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
24000000				

## **Commodity Line Comments:**

#### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	15" Type F Trench	0.00000	LF	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

## **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	18" Type F Trench	0.00000	LF	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

#### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	24" Type F Trench	0.00000	LF	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

### **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	30" Type F Trench	0.00000	LF	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

## **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	36" Type F Trench	0.00000	LF	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

# **Commodity Line Comments:**

#### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	42" Type F Trench	0.00000	LF	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

## **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	48" Type F Trench	0.00000	LF	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

#### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	54" Type F Trench	0.00000	LF	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

### **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	60" Type f Trench	0.00000	LF	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

# **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Pipe Repair/Replacement backfill for F Trench (mat+first5mi)	0.00000	CY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

## **Commodity Line Comments:**

#### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Additional Haul per truck load over 5mi, Backfill F Trench	0.00000	MILE	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

## **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Safe Access & Egress Surcharge depth of 5ft to 10ft	0.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

#### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Safe Access & Egress Surcharge depth of 10ft to 15ft	0.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

### **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Safe Access & Egress Surcharge depth 15ft to 20ft	0.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

## **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	Pipe Repair/Replacement Waste Haul by Vendor -truck/driver	0.00000	HOUR	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72153507				

### **Commodity Line Comments:**

#### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	Pipe Repair/Replacement Daytime Mobilization	0.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
24000000				

## **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	Pipe Repair/Replacement Nighttime Mobilization	0.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
24000000				

#### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	Pipe Repair/Replacement On-Site Mobilization	0.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
24000000				

### **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
33	Pothole Repair (Per Project Size Range)	0.00000	MILE	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

# **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
34	Base Failure Repair, Asphalt (Per Project Size Range)	0.00000	MILE	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

### **Commodity Line Comments:**

#### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
35	Base Failure Repair, Stone (Per Project Size	0.00000	MILE	0.000000	0.00
	Range)				

Comm Code	Manufacturer	Specification	Model #	
72141100				

## **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
36	Edge Failure Repair (Per Project Size Range)	0.00000	MILE	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

#### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
37	Haul by Vendor First Ton Mile	0.00000	MILE	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

### **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
38	Haul by Vendor Each Additional Mile (Ton Mile)	0.00000	MILE	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

## **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
39	Waste Haul by Vendor per truck/driver	0.00000	HOUR	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72153507				

# **Commodity Line Comments:**

#### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
40	Off-Season Plant Opening First Day	0.00000	DAY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

## **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
41	Off-Season Plant Opening Each Additional Day	0.00000	DAY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
72141100				

#### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
42	Asphalt Pavement Repair Daytime Mobilization	0.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
24000000				

### **Commodity Line Comments:**

## **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
43	Asphalt Pavement Repair Nighttime Mobilization	0.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
24000000				

## **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
44	Asphalt Pavement Repair On-Site Mobilization	0.00000	LS	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
24000000				

## **Commodity Line Comments:**

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

 Date Printed:
 Jan 23, 2025
 Page: 10
 FORM ID: WV-PRC-SR-001 2020/05



# State of West Virginia Agency Request for Quote Highways

Proc Folder:

1593441

Doc Description: Ditch, Pipe and Asphalt Repair and Maintenance by the Vendor

Reason for Modification:

Proc Type:

Agency Master Agreement

**Solicitation Closes** Date Issued

Solicitation No

Version

2025-01-08

2025-01-23 10:30

ARFQ

0803 DOT2500000026

#### **BID RECEIVING LOCATION**

PROCUREMENT DIVISION

**DIVISION OF HIGHWAYS** 

**BLDG 6 RM 340A** 

1900 KANAWHA BLVD E

CHARLESTON

WV 25305

US

#### VENDOR

Vendor Customer Code:

0000000203375

Vendor Name:

KELLY PAVING, INC.

Address:

P.O. BOX 366

Street:

City:

WILLIAMSTOWN

State: WV

Country: USA

Zip: 26187

Principal Contact: ROGER THOMAS

Vendor Contact Phone: 304-424-7353

Extension:

# FOR INFORMATION CONTACT THE BUYER

Jeromie F Lanham 304-720-7383

jeromie.f.lanham@wv.gov

Vendor

Signature X

FEIN# 55-0583614

DATE 1/23/2025

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

Date Printed:

Jan 8, 2025

Page 1

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

### ADDITIONAL INFORMATION .....

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - PROCUREMENT DIVISION - OPEN-END CONTRACT FOR DITCH, PIPE AND ASPHALT REPAIR AND MAINTENANCE PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DOTPROCUREMENTTECHQUES@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

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

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- \* UPLOAD TO OASIS
- \* HAND DELIVERY
- \* MAIL IN HARD COPY
- \* FAX TO 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION - THE COMPLETE SOLICITATION - PRICING PAGES - SIGN THE PAGES THAT NEED SIGNED

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

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS	•	VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDE	R
No City US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pilot Truck and Driver	0.00000	DAY		

Comm Code	Manufacturer	Specification	Model #	
46161500				
I.				

#### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

Page 2

Jan 8, 2025

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City

WV

SHIP TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

WV

No City

WV

WV

WV

WV

WV

US

 Line
 Comm Ln Desc
 Qty
 Unit Issue
 Unit Price
 Total Price

 2
 Traffic Control Devices
 0.00000
 UNIT

 Comm Code
 Manufacturer
 Specification
 Model #

 46161500

## **Extended Description:**

US

See Attached Pricing Page- Attachment A, For Actual Cost.

INVOICE TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City
US

WV

SHIP TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

WV

No City
US

WV

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Traffic Flagger	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
46161500				

## **Extended Description:**

INVOICE TO		SHIP TO		
VARIOUS AGENCY LOCATIONS	7	VARIOUS AGENCY LOCATIONS		
AS INDICATED BY ORDER		AS INDICATED BY ORDER		
No City	WV	No City WV		
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Arrow Board	0.00000	DAY		:

Comm Code	Manufacturer	Specification	Model #	
46161500				

See Attached Pricing Page- Attachment A, For Actual Cost.

INVOICE TO		SHIP TO	
VARIOUS AGENCY	<u> </u>	VARIOUS AGENCY	
LOCATIONS		LOCATIONS	
AS INDICATED BY	ORDER	AS INDICATED BY ORDER	
No City	WV	No City WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Ditching (Shoulder Mile)	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #	
72141003				

# **Extended Description:**

Date Printed:

Jan 8, 2025

INVOICE TO		SHIPTO	Telegraphic Control of the Control o	
VARIOUS AGENCY	<del></del>	VARIOUS AGENCY		
LOCATIONS		LOCATIONS		
AS INDICATED BY ORDI	ER	AS INDICATED BY O	RDER	
No City	WV	No City	WV	
IIS		LIS		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Correcting Deep Ditches	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
72141003				

See Attached Pricing Page- Attachment A, For Actual Cost.

INVOICE TO		SHPTO		
VARIOUS AGENCY	,	VARIOUS AGENCY LOCATIONS		
AS INDICATED BY ORDER		AS INDICATED BY ORDER		
No City	WV	No City WV		
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Restoring Shoulders and Shoulder Stone	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
72141003				

# **Extended Description:**

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS	<del></del>	VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Shoulder Stone Placement	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
72141003				

See Attached Pricing Page- Attachment A, For Actual Cost.

INVOICE TO		SHP. TO		
VARIOUS AGENCY		VARIOUS AGENCY		
LOCATIONS		LOCATIONS		
AS INDICATED BY ORDER		AS INDICATED BY ORDER		
No City	WV	No City	WV	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Ditching Haul by Vendor for Items 6, 7 & 8 (Ton Mile)	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #	
72141003				

# **Extended Description:**

INVOIGE TO

SHPTO

**VARIOUS AGENCY** 

**VARIOUS AGENCY LOCATIONS** 

**LOCATIONS** 

AS INDICATED BY ORDER

AS INDICATED BY ORDER

No City

WV

WV

US

US

No City

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Ditching Haul for Items 6, 7 & 8 Addl' Mile (Ton Mile)	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #	
72141003	<b></b>			

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

INVOICE TO SHIPTO

**VARIOUS AGENCY VARIOUS AGENCY** 

**LOCATIONS LOCATIONS** 

AS INDICATED BY ORDER AS INDICATED BY ORDER

No City WV No City WV

US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Ditching Waste Haul by Vendor per Truck/ Driver	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
72153507				

### **Extended Description:**

INVOICE TO SHIP TO

VARIOUS AGENCY VARIOUS AGENCY LOCATIONS

AS INDICATED BY ORDER AS INDICATED BY ORDER

No City WV No City WV

US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Ditching Daytime Mobilization	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
24000000				

### **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

INVOICE TO SHIP TO

VARIOUS AGENCY VARIOUS AGENCY

LOCATIONS LOCATIONS

AS INDICATED BY ORDER AS INDICATED BY ORDER

No City WV No City WV

US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Ditching Nighttime Mobilization.	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
24000000				

### **Extended Description:**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

SHIP TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

SHIP TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV No City WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Ditching On-Site Mobilization	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
24000000				

# **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

INVOICE TO		SHPTO	
VARIOUS AGENCY	′	VARIOUS AGENCY	
LOCATIONS		LOCATIONS	
AS INDICATED BY	ORDER	AS INDICATED BY ORDER	
No City	WV	No City WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	15" Type F Trench	0.00000	LF		

Comm Code	Manufacturer	Specification	Model #	
72141100				

## **Extended Description:**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City
US

SHIP TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	18" Type F Trench	0.00000	LF		

Comm Code	Manufacturer	Specification	Model #	
72141100				

# **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

INVOICE TO	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	SHIP.TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	24" Type F Trench	0.00000	LF		

Comm Code	Manufacturer	Specification	Model #	
72141100				

## **Extended Description:**

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LineComm Ln DescQtyUnit IssueUnit PriceTotal Price1830" Type F Trench0.00000LF

Comm Code	Manufacturer	Specification	Model #	
72141100				

# **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	36" Type F Trench	0.00000	LF		
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Comm Code	Manufacturer	Specification	Model #	
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## **Extended Description:**

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LineComm Ln DescQtyUnit IssueUnit PriceTotal Price2042" Type F Trench0.00000LF

Comm Code	Manufacturer	Specification	Model #	
72141100				

# **Extended Description:**

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See Attached Pricing Page- Attachment A, For Actual Cost.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	48" Type F Trench	0.00000	LF		

Comm Code	Manufacturer	Specification	Model #	
72141100				

### **Extended Description:**

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	54" Type F Trench	0.00000	LF		

Comm Code	Manufacturer	Specification	Model #	·
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# **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

INVOICE TO SHIP TO

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	60" Type f Trench	0.00000	LF		

Comm Code	Manufacturer	Specification	Model #	
72141100				

## **Extended Description:**

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Pipe Repair/Replacement backfill for F Trench (mat+first5mi)	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #	
72141100				

See Attached Pricing Page- Attachment A, For Actual Cost.

INVOICE TO		SHIPTO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Additional Haul per truck load over 5mi, Backfill F Trench	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #	
72141100	<del>-</del> •			

# **Extended Description:**

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Safe Access & Egress Surcharge depth of 5ft to 10ft	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #
72141100			

See Attached Pricing Page- Attachment A, For Actual Cost.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Safe Access & Egress Surcharge depth of 10ft to 15ft	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
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# **Extended Description:**

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Line Comm Ln Desc Qty Unit Issue Unit Price Total Price

28 Safe Access & Egress Surcharge depth 15ft to 20ft

Comm Ln Desc Qty Unit Issue Unit Price Total Price

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Comm Code	Manufacturer	Specification	Model #	
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## **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Pipe Repair/Replacement Waste Haul by Vendor -truck/driver	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
72153507				
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# **Extended Description:**

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Pipe Repair/Replacement Daytime Mobilization	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
24000000			· · · · · ·	

## **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

INVOICE TO		SHIPTO	
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LOCATIONS		LOCATIONS	
AS INDICATED BY	ORDER	AS INDICATED BY ORE	DER
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Pipe Repair/Replacement Nighttime	0.00000	LS		
l	Mobilization				

Comm Code	Manufacturer	Specification	Model #	
24000000				

# **Extended Description:**

INVOICETO		SHIP TO	
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LOCATIONS		LOCATIONS	
AS INDICATED BY	ORDER	AS INDICATED BY ORDER	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Pipe Repair/Replacement On-Site Mobilization	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
24000000				

See Attached Pricing Page- Attachment A, For Actual Cost.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	Pothole Repair (Per Project Size Range)	0.00000	MILE		-

Comm Code	Manufacturer	Specification	Model #	
72141100				

# **Extended Description:**

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Base Failure Repair, Asphalt (Per Project Size Range)	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #	
72141100		- <del></del>		

See Attached Pricing Page- Attachment A, For Actual Cost.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WV	No City	WV
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Base Failure Repair, Stone (Per Project Size	0.00000	MILE		
	Range)				

Comm Code	Manufacturer	Specification	Model #	•
72141100				

# **Extended Description:**

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LOCATIONS		LOCATIONS	
AS INDICATED BY	ORDER	AS INDICATED BY ORDER	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Edge Failure Repair (Per Project Size Range)	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #	
72141100				

See Attached Pricing Page- Attachment A, For Actual Cost.

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VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WV	No City	WV
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	Haul by Vendor First Ton Mile	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #	
72141100				

# **Extended Description:**

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VARIOUS AGENCY	(	VARIOUS AGENCY			
LOCATIONS		LOCATIONS			
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No City	WV	No City	WV		
US		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Haul by Vendor Each Additional Mile (Ton	0.00000	MILE		
	Mile)				

Comm Code	Manufacturer	Specification	Model #	
72141100				

See Attached Pricing Page- Attachment A, For Actual Cost.

INVOICE TO		SHIPTO	
VARIOUS AGENCY	,	VARIOUS AGENCY	
LOCATIONS		LOCATIONS	
AS INDICATED BY	ORDER	AS INDICATED BY ORDER	
No City	WV	No City WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	Waste Haul by Vendor per truck/driver	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
72153507				·

# **Extended Description:**

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LineComm Ln DescQtyUnit IssueUnit PriceTotal Price40Off-Season Plant Opening First Day0.00000DAY

Comm Code	Manufacturer	Specification	Model #	
72141100				

# **Extended Description:**

See Attached Pricing Page- Attachment A, For Actual Cost.

INVOICE TO		SHIP TO	
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LOCATIONS		LOCATIONS	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
41	Off-Season Plant Opening Each Additional	0.00000	DAY		
ļ	Day				

Comm Code	Manufacturer	Specification	Model #	
72141100				

## **Extended Description:**

INVOICE TO:		SHIPTO		
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LOCATIONS		LOCATIONS		
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No City	wv	No City	WV	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
42	Asphalt Pavement Repair Daytime Mobilization 0.00000		LS		

Comm Code	Manufacturer	Specification	Model #	
24000000				

See Attached Pricing Page- Attachment A, For Actual Cost.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
43	Asphalt Pavement Repair Nighttime Mobilization	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
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# **Extended Description:**

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
44	Asphalt Pavement Repair On-Site Mobilization	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
24000000		<del></del>		

See Attached Pricing Page- Attachment A, For Actual Cost.

# SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	TECHNICAL QUESTIONS DUE BY 10:00 AM EST	2025-01-15

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

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.
A pre-bid meeting will not be held prior to bid opening
☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Ouestions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Agency Contact. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: 01/15/2025 10:00 AM EST

Submit Questions to:

DOTPROCUREMENTTECHQUES@WV.GOV

Email: DOTPROCUREMENTTECHQUES@WV.GOV

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

#### 4A. BID SUBMISSION

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: DITCH, PIPE AND ASPHALT REPAIR AND MAINTENANCE

BUYER: JEROMIE LANHAM

SOLICITATION NO.: ARFQ DOT2500000026

BID OPENING DATE: 01/23/2025 **BID OPENING TIME: 10:30 AM** FAX NUMBER: 304-558-0047

5. 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.

- **6. 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.
- 7. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.
- **8. 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.
- **9. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 10. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 11. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <a href="http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf">http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf</a>.
- 11A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

- 12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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.
- 13. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.
- 14. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."
- 15. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."
- 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.

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

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

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

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- **2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- **2.3.** "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- **2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
- **2.6. "Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.
- 2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- **2.9. "Vendor"** or "**Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
✓ Term Contract
Initial Contract Term: This Contract becomes effective on  Upon Award and the initial contract term extends until One (1) year from award
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered 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. Unless otherwise specified below, 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 the total number of months available in all renewal
years combined. Automatic renewal of this Contract is prohibited.  Alternate Renewal Term – This contract may be renewed for  successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals
must be approved by the Vendor and Agency.  Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery
order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract
cover page containing the signatures of the State Agency (or another page identified as
vendor is providing oversight is complete.
Other: See attached.
4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.
<b>5. QUANTITIES:</b> 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/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
Construction: This Contract is for construction activity more fully defined in the specifications.
6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated

increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State

from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.
✓ LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.
WV CONTRACTOR'S LICENSE

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:
Commercial General Liability Insurance in at least an amount of:  2.000,000.00 per occurrence.
Automobile Liability Insurance in at least an amount of: 2,000,000.00 per occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least an amount of:  per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
Commercial Crime and Third Party Fidelity Insurance in an amount of:  per occurrence.
Cyber Liability Insurance in an amount of: per occurrence.
☐ Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.
Pollution Insurance in an amount of: per occurrence.
Aircraft Liability in an amount of: per occurrence.

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

shall not lim	PATED DAMAGES: This clause shall in no way be considered exclusive and it the State or Agency's right to pursue any other available remedy. Vendor uidated damages in the amount specified below or as described in the as:
	for
	☑ Liquidated Damages Contained in the Specifications.
	Liquidated Damages Are Not Included in this Contract.

- 11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- 13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
- 14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)
- 15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 16. 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.

- 17. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- 18. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- 19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 20. 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.
- **20A. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
- 21. COMPLIANCE WITH LAWS: 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. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.
- 22. 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.
- 23. 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.
- 24. 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.

- 25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- **26. 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.
- 27. 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.
- **28. 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.
- 29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <a href="https://www.state.wv.us/admin/purchase/privacy">www.state.wv.us/admin/purchase/privacy</a>.
- **30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

- 31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.
- 32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 33. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.
- 34. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 35. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to an y person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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 in the statute cited above unless the debt or employer default is permitted under the statute.
- 37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- **38. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at <a href="mailto:purchasing.division@wv.gov">purchasing.division@wv.gov</a>.
- 39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- **40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the

item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

- **42. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.
- **43. VOID CONTRACT CLAUSES** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

ROGER THOMAS	VICE PRESIDENT
(Printed Name and Title P.O. BOX 366 WILLIAMSTOV	
(Address) 304-424-7353 / 740-373-5591	
(Phone Number) / (Fax rthomas@shellyandsands.com	
(E-mail address)	

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

KELLY PAVING, INC.
(Company)
Roger Thomas
(Signature of Authorized Representative)
ROGER THOMAS VICE PRESIDENT
(Printed Name and Title of Authorized Representative)
1/23/2025
(Date)
304-424-7353 / 740-373-5591
(Phone Number) (Fax Number)

Revised 8/24/2023

### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Division of Highways is soliciting bids to establish an open-end contract for roadway maintenance and repair projects at various project sites throughout the State of West Virginia, to include all materials, equipment, and labor by the Vendor to perform ditch maintenance and repair, pipe repair and replacement, and asphalt pavement patching and repair. This contract is intended to supplement the WVDOH work force for such maintenance work.
- 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 "AASHTO" - The American Association of State Highway and Transportation Officials is a standard setting body which publishes specifications, test protocols, and guidelines that are used in highway design and construction throughout the United States. Reference: www.transportation.org.
  - "ADO" and "Agency Delivery Order" A written order entered by WVDOH 2.2 personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.
  - "Approved Source," "Approved Plant," "Approved Product," or "Approved 2.3 Vendor" - terms referring 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. Reference: https://transportation.wv.gov/highways/mcst/Pages/APL By Number.aspx.
  - 2.4 "Asphalt," "Hot Mix Asphalt" and "HMA" - Terms used interchangeably for asphalt.
  - 2.5 "Contract Item" - The list of items available for Vendor to provide pricing as identified in Section 3.2 of this Solicitation and referenced throughout.
  - 2.6 "Emergency Work" – Work or orders 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 a representative of the WVDOH.

- 2.7 "EPA" - Environmental Protection Agency and the WV Department of Environmental Protection and references the Federal, State, and Local levels of government. www.epa.gov and www.dep.wv.gov.
- 2.8 "Exhibit 1" and "EXH 1" - Standard Details relevant to work under this contract. Details are excerpts of the West Virginia Division of Highways Engineering Division Typical Sections and Related Details, 2019 edition.
- 2.9 "FOB" or "Free on Board" - Indicates that the price for goods includes delivery at the Vendor's expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
- 2.10 "Liquidated Damages" - Monetary compensation due from the Vendor in the event the Vendor's performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted in Section 6.4.1 of these Specifications.
- "MCS&T" The WVDOH Materials Control, Soil and Testing Division, who 2.11 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.
- 2.12 "MP" - Material Procedures, as amended, issued by the WVDOH Materials Control, Soils and Testing Division. The MP numbers referenced throughout these Contract Specifications are available by MP number at: https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx
- "Pricing Pages," "Attachment A," and "ATT A" The schedule of prices 2.13 attached hereto as Attachment A (ATT A) and used to evaluate Solicitation responses.
- 2.14 "Solicitation" - The official notice of an opportunity to supply the State with goods or services.
- 2.15 "Standard Specs" - Used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.

- 2.16 "Vendor" or "Contractor"- Interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to 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.
- "WVDOH" or "Agency" Interchangeable terms for the West Virginia Division 2.17 of Highways.

### 3. GENERAL REQUIREMENTS:

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

Materials, equipment, and performance of this contract shall conform to, but are not limited to, the requirements of Sections 207, 211, 219, 229, 240, 307, 401, 408, 507, 604 and 636, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/def ault.aspx. Hard copies of these publications may be purchased from the Technical Support Division by completing the Specification Order Form provided within the website.

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 are listed on the Pricing Pages which hereafter shall be referred to as "ATT A." Contract Items must meet or exceed the mandatory requirements as shown below.

The project start date and completion date should be noted on the ADO. Prior to the beginning of any work, the Vendor shall contact Miss Utility of WV via the WV811 app or by dialing 811 at least two business days prior to the ADO's project start date to allow the utility to identify and mark their facilities. A reference number will be provided to the Vendor to serve as proof of the contact. The Vendor shall retain this reference number with the ADO for possible future need or justification.

Guardrails are the responsibility of WVDOH. WVDOH forces shall perform any guardrail removal, repair, or replacement work needed at project sites. Erosion Control will be the responsibility of WVDOH.

- 3.2.1 Traffic Control, Contract Items 1 thru 4. 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.
  - **3.2.1.1** Vendor shall provide traffic control for all projects covered by this contract, unless otherwise instructed by the WVDOH Engineer. Traffic shall be maintained by the Vendor in accordance with Standard Specs Section 636. All traffic control devices shall be fabricated and installed according to the "Manual on Temporary Traffic Control for Streets and Highways", latest version, published by the Agency at https://transportation.wv.gov/highways/traffic/Documents/Tempor aryTrafficControlManual2006.pdf. The type of construction operation being performed will dictate the traffic control case (scheme) to be used as outlined in this manual and as called for on the Plans. The Vendor shall submit their Traffic Control Plans to the WVDOH Engineer or their designee with their written Project Acceptance/ ADO Acknowledgement, as required in section 6.1 of these Contract Specifications. Vendors Traffic Control Plans are subject to WVDOH approval.
  - **3.2.1.2** The cost for Bridging/Plating material used to maintain traffic at the end of a work shift shall be incidental to the project and shall be at no additional cost to the WVDOH.
  - **3.2.1.3** The roadway shall be free of dirt, debris, and excessive dust and opened to the traveling public at the end of each shift with no additional cost to the WVDOH.
  - **3.2.1.4** If the vendor performs a combination of services under this contract at the same project location, on the same day, they may only charge for traffic control services once.
- 3.2.2 Ditching Maintenance & Repair, Contract Items 5 thru 14, shall be used for trimming, sloping and cleaning to open all inlets and outlets identified on an ADO. Work shall be carried out in accordance with Standard Specs 207, 211, and 229.

Ditches shall be inspected for damage prior to the start of work. If damage is discovered, this shall be reported to the WVDOH District Engineer or designee for further instructions. Ditches shall be cleared of

# REQUEST FOR QUOTATION Ditch, Pipe, and Asphalt Repair and Maintenance by the Vendor

all obstructions, such as, but not limited to, trees, branches, and boulders, to allow the ditch flowline of water to be led to a suitable place of discharge.

All debris/obstacles removed from a ditch shall be disposed of by the Vendor in accordance with EPA waste disposal laws and regulations. Debris/obstacles that can be recycled/mulched/crushed may only be used to complete the project with the prior approval by the WVDOH District Engineer or designee.

All labor, equipment and material to complete ditching work shall be included in the unit bid prices. Any traffic control required shall be charged per Section 3.2.1 of these Contract Specifications. Acceptance Criteria shall be per Section 3.2.6.

- 3.2.2.1 Ditching, Contract Item 5, shall meet the depth and width requirements of the Standard Detail for Shoulder and Ditches, EXH 1, Page 1, as directed by the Delivery Order and the WVDOH District Engineer or designee and shall be bid per shoulder mile.
- **3.2.2.2 Correcting Deep Ditches, Contract Item 6**, shall meet the Rock Borrow Excavation requirements of the Standard Detail for Correcting Deep Ditches, EXH 1, Page 2, or as directed by the Delivery Order and the WVDOH District Engineer or designee and shall be bid per ton.
- 3.2.2.3 Restoring Shoulders, Contract Item 7, shall meet the requirements of the Standard Detail for Restoring Shoulders for Guardrail & Sliver Fills, EXH 1, Page 3, or as directed by the Delivery Order and the WVDOH District Engineer or designee and shall be bid per ton.
- 3.2.2.4 Shoulder Stone Placement, Contract Item 8, shall meet the requirements of the Standard Detail for Shoulder Reconstruction, EXH 1, Page 4, or as directed by the Delivery Order and the WVDOH District Engineer or designee and shall be bid per ton.
- 3.2.2.5 Ditching Haul of Materials by Vendor, Contract Items 9 & 10, will only be requested in combination with other awarded ditching items. The WVDOH Engineer or their designee shall calculate mileage distance utilizing "Google Maps" or a similar source for routing from the Vendor's nearest Base of Operations location, as identified on ATT A, to the mid-point of the Agency's project site.

The Agency, at its own discretion, 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.

- 3.2.2.6 Waste Haul for Ditching, Contract Item 11, shall be used for the hauling of/disposal of debris and any material unsuitable for backfill from the project site to a WVDOH approved waste location. This location shall be within proximity to the project site and will be provided on the ADO. The Vendor shall bid an hourly rate per truck/driver.
- 3.2.3 Pipe Repair & Replacement, Contract Items 15 thru 32. Repair & replacement pipe shall be installed to match the existing inlet and outlet invert elevations unless otherwise directed by the WVDOH District Engineer or designee. The minimum and maximum depth of cover shall be as per the manufacturer's recommendation and shall be no less than 12 inches, unless specified otherwise by the WVDOH Engineer or their designee on the ADO. Work shall be carried out in accordance with Standard Specs 207, and 604. The vendor shall be responsible for the removal and proper disposal of old pipe at no additional charge.

Prior to the issuance of a Delivery Order for Pipe Repair/Replacement, the WVDOH District Engineer or designee shall have all required Environmental Permits in place. The WVDOH shall provide the pipe and pipe hardware required for project. The ADO will indicate whether the Vendor or the WVDOH is responsible for picking up pipe materials and transporting them to the project site. Pick Up of project materials from WVDOH shall be incidental to mobilization. Erosion Control will be the responsibility of the WVDOH. Any traffic control required shall be charged per Section 3.2.1 of these Contract Specifications. Acceptance Criteria shall be per Section 3.2.6.

3.2.3.1 Pipe Repair and Replacement, Contract Items 15 thru 23, shall include all labor, equipment, and materials, excluding pipe and pipe hardware and backfill material, excluding CLSM for F Trenches, in the unit bid price. Bid price shall be per linear foot.

Pipe Repair & Replacement shall meet the requirements of the Standard Detail for Repairing Pipe Trenches F, EXH 1, Page 5, or as identified by the Delivery Order or the WVDOH District Engineer or designee and shall be bid per linear foot.

3.2.3.2 Pipe Repair/Replacement Backfill for F Trench, Contract Item 24, for shall bid CLSM backfill by the cubic yard. The cost of

materials per cubic yard shall include haul up to five (5) miles within the bid price.

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

- 3.2.3.3 Additional Haul of Backfill for F Trench, Contract Item 25: Additional Haul is to be charged for distances exceeding five (5) miles and is to only be used with Contract Item 24. Haul shall be one way and measured per loaded mile from Vendor's source plant to the WVDOH project site, for the portion of the haul which exceeds five (5) miles. Vendor shall use suitable routes selected by the Agency District Engineer. All such chosen routes shall have acceptable load limits for both roads and bridges.
- 3.2.3.4 Safe Access and Egress Surcharge, Contract Items 26-28. To meet OSHA standards required for trenching, sloping, shoring, use of shielding protections or other types of supports to prevent soil cave-ins, after a depth of 4-foot, the Vendor may add a surcharge to the project. If the WVDOH District Engineer or designee did not include this surcharge in their initial estimated cost for the project, the Vendor shall advise the WVDOH District Engineer or designee as soon as possible. The WVDOH District Engineer or designee may agree or disagree with the Vendor's request; the decision of the District Engineer shall be final.
- 3.2.3.5 Waste Haul for Pipe Repair/Replacement, Contract Item 29, shall be used for the hauling of/disposal of debris and any material unsuitable for backfill from the project site to a WVDOH approved waste location. This location shall be within proximity to the project site and will be provided on the Delivery Order. The Vendor shall bid an hourly rate per truck/driver.
- 3.2.4 Asphalt Pavement Repair, Contract Items 33 thru 56: Pothole Repair, Base Failure Repair, or Edge Failure Repair shall be requested to correct potholes, edge failures, upheavals, settlements, cracking, raveling and base failures to prevent further deterioration, eliminate safety hazards, improve riding quality and restore proper drainage as identified on an ADO.

Repairing an existing pavement shall consist of squaring up the repair area, removing damaged material to a depth, per the Standard Detail, directed by the WVDOH District Engineer or designee, cleaning, hauling and disposing of existing pavement, tacking of existing surfaces and placing and compacting Asphalt Base II in lifts not exceeding two (2")

inches to the level of the existing pavement. Asphalt Base II is to be used for work under this contract, in accordance with Standard Spec 401, or as approved by the WVDOH Engineer. Asphalt shall be sourced from an MCS&T Approved Asphalt Plant, and stone or crushed aggregate shall be sourced from an MCS&T Approved Material Source. Tack Coat shall be carried out in accordance with Standard Specs 408 and Pothole Repair on concrete pavement shall be carried out in accordance with Standard Specs 507. Milling for Asphalt Repair Contract Items will be incidental to the work, and not charged for separately.

Any traffic control required shall be charged per Section 3.2.1 of the Contract Specifications. Acceptance Criteria shall be per Section 3.2.6.

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 Section 401 of the Standard Specs. Acceptance testing for compaction shall be the responsibility of the WVDOH. Quality control and Verification testing of the material shall be as set forth in MP 401.02.27 for Marshall Mix designs.

There will be no fuel, binder or other price adjustment to the asphalt used for Asphalt Pavement Repair.

3.2.4.1 Pothole Repair, Contract Items 33 thru 36, shall include all labor, equipment, and materials to complete Pothole Repair, according to EXH 1, Page 6, The Vendor shall bid per the four (4) quantity tiers (0-50, 51-250, 251-500, and 501+) units of square yard, per each mile, as shown on ATT A.

**NOTE:** To calculate for Asphalt Pothole Repair Pricing, Asphalt repair shall be a depth of two-inch (2") vertical increments. The span by width and length shall be measured by the total number of square yards, per mile. Each two-inch increment would be multiplied by the number of square yards and per mile. Unit quantities would increase for every two-inch (2") increment, and again, per tier.

3.2.4.2 Base Failure Repair, Asphalt, Contract Items 37 thru 40, shall use Asphalt Base II, and shall be bid per the four (4) quantity tiers (0-50, 51-250, 251-500, and 501+) units of square yards, per each mile, as shown on ATT A. Base Failure bids shall include all labor, equipment, and materials to complete Base Failure Repair, according to EXHIBIT 1, Page 7, or as specified by the WVDOH District Engineer or their designee.

3.2.4.3 Base Failure Repair, Stone, Contract Items 41 thru 44, shall be bid per the four (4) quantity tier (0-50, 51-250, 251-500, and 501+) units of square yards, per each mile, as shown on ATT A. Base Failure bids shall include all labor, equipment, and materials to complete Base Failure Repair, according to EXHIBIT 1, Page 7, or as specified by the WVDOH District Engineer or their designee.

**NOTE:** Per EXHIBIT 1, Page 7, "Varies\*" shall mean for every 3 inches of asphalt, there shall be 6 inches of stone, unless specified otherwise by the Engineer.

- 3.2.4.4 Edge Failure Repair, Contract Items 45 thru 48, shall include all labor, equipment, and materials to complete Edge Failure Repair according to EXHIBIT 1, Page 8. The Vendor shall bid per the four (4) quantity tier (0-50, 51-250, 251-500, and 501+) units of square yards, per each mile, as shown on ATT A.
- 3.2.4.5 Haul by Vendor for Asphalt Pavement Repair, Contract Items 49 & 50, will only be requested in combination with other awarded Asphalt Pavement Repair items. The WVDOH Engineer or their designee shall calculate mileage distance utilizing "Google Maps" or a similar source for routing from the Asphalt Plant location to the mid-point of the Agency's project site. The Agency, at its own discretion, 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.
- 3.2.4.6 Waste Haul for Asphalt Pavement Repair, Contract Item 51, shall be used for the hauling of/disposal of debris and any material unsuitable for backfill from the project site to a WVDOH approved waste location. This location shall be within proximity to the project site and will be provided on the ADO. The Vendor shall bid an hourly rate per truck/driver.
- 3.2.4.7 Off-Season Plant Opening, Contract Items 52 & 53: If the Vendor is required to open his plant in the off-season to service the needs of the WVDOH, an additional payment will be made. The Vendor will be paid 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.

- **3.2.4.7.1** Payment for this item can only be authorized and made during the winter months, i.e., between December 15th and March 15th, and then only if the plant would not have otherwise been open. These dates may be revised by the WVDOH District Engineer 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.
- **3.2.4.7.2** 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 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.
- 3.2.4.7.3 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.

Mobilization, Contract Items 12-14, 30-32, and 54-56, includes all operations required to move personnel, equipment, supplies and incidentals to a project site. Only one mobilization for category of work (ditching, pipe repair, or asphalt pavement repair) per day of operation will be paid, unless moves of over five (5) miles between individual project locations are required. In cases where a Vendor is required to move from one roadway to the adjacent roadway of a divided highway, additional mobilization for Ditching will only be paid if the nearest interchange or crossing point that will accommodate the Vendor's equipment is over five (5) miles from the project locations.

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

- **3.2.5.1 Daytime Mobilization** is a daytime mobilization charge that will be charged per County within a WVDOH District. The Vendor may bid any or all Counties within a WVDOH District. The Vendor shall bid a lump sum cost for mobilization per County.
- 3.2.5.2 Nighttime Mobilization is a nighttime mobilization charge that will be charged per County within a WVDOH District. The Vendor may bid any or all Counties within a WVDOH District. The Vendor shall bid a lump sum cost for mobilization per County.
- 3.2.5.3 On-Site Mobilization shall be non-production moves within a project over 1,000 feet, as authorized by the WVDOH District Engineer or their designee. The Vendor shall bid a lump sum.
- **3.2.5.4 Multiple Mobilizations:** If the vendor performs a combination of services under this contract at the same project location, on the same day, they may only charge one mobilization, using the higher mobilization rate bid for either service.
- 3.2.6 Project Acceptance Criteria: It is the expectation of the WVDOH that the Vendor completes each job in the best possible reasonable timeframe in a professional manner, by competent, trained, experienced, and qualified personnel, while meeting all requirements of the project, prior to the completion date provided by the WVDOH District Engineer or their designee. A daily visual inspection by the WVDOH District Engineer or

designee shall be assessed of the project work. The WVDOH reserves the right to dictate the performance of this contract's work and may evaluate materials, methods, and shall have final decision to determine if work is acceptable or complete. Work found not in compliance with the requirements of this contract may be required to be reworked at the Vendor's expense until acceptable by the WVDOH District Engineer or designee. The WVDOH District Engineer or their designee will include a start date and a completion date on the ADO.

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

3.2.7 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 request is received by the vendor. The determination of emergency work will be in accordance with Section 2.6 of this Solicitation and prominently noted on ADO. Designated emergency projects will be paid at 1.50 times the vendors bid price.

### 4. CONTRACT AWARD:

- 4.1.1 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. Vendors do not have to bid all categories of work (Ditching Maintenance & Repair, Pipe Repair & Replacement, or Asphalt Pavement Repair) to be awarded a contract, however they must bid all Traffic Control Contract Items (Part I on ATT A) and all Contract Items within the category of work they are bidding. Vendors may bid any or all categories of work. Failure to submit bid with Traffic Control and the category of work Contract Items bid in their entirety will result in the disqualification of the bid for the affected category of work.
- **4.1.2 Determining Low Bid Per Project**: To determine the low bid vendor for individual 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 ADO will be issued to the Vendor with the lowest overall total cost.

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

Pricing Pages, Attachment A ("ATT A"): Vendor shall complete the Pricing Pages by providing a bid price for each Contract Item listed. Vendor shall factor into their bid prices all equipment, materials, delivery, and labor required to provide Contract Items. Vendors may bid on any or all Districts. Vendor shall complete the Pricing Pages for each Contract Item bid in their entirety as failure to do so may result in Vendor's bids being disqualified. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

Vendors may bid projects in any or all Counties. Counties bid with identical pricing can be submitted on one Pricing Page (ATT A) set. If prices vary from county/set of counties, vendor should submit ATT A for each pricing set.

- **4.2.1** The Pricing Pages contain a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.
- **4.2.2** Vendors bidding Ditching Maintenance & Repair must bid Part I Traffic Control on ATT A as well as <u>all</u> Contract Items listed in Part II Ditching Maintenance & Repair on ATT A in their entirety.
- **4.2.3** Vendors bidding Pipe Repair & Replacement must bid Part I Traffic Control on ATT A as well as <u>all</u> Contract Items listed in Part III Pipe Repair & Replacement on ATT A in their entirety.
- **4.2.4** Vendors bidding Asphalt Pavement Repair must bid Part I Traffic Control on ATT A as well as <u>all</u> Contract Items listed in Part IV Asphalt Pavement Repair on ATT A in their entirety.
- **4.2.5** Failure to submit bid with Traffic Control and the category of work (Part II, III, or IV on ATT A) in its entirety will result in the disqualification of the bid, for the category of work bid.
- **4.2.6** Failure to provide Base of Operations information on ATT A will result in the disqualification of the entire bid.
- 4.2.7 <u>Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation</u>. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: <u>DOTProcurement@wv.gov</u>.
- 4.2.8 Changing a column or row description, Contract Item description, or unit of measure on the **Pricing Pages**, **Attachment A (ATT A)**, shall result in

disqualification of the Contract Item bid on the altered line. In circumstances when all Contract Items must be bid for bid evaluation and contract award, the disqualification of any Contract Item will result in the disqualification of the entire bid.

Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2 shall result in the disqualification Vendor's bid in its entirety.

Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any order issued prior to the award of the contract shall remain in effect and should not be cancelled until that order is filled; however, after 10 working days of the Districts and Vendors notice, any order that has not been completely filled by the Vendors shall NOT be completed and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that order only. No orders from prior contracts should be held open by the Districts or Vendors longer than 10 working days after the effective date of use is announced for the new contract.

### 5. ORDERING AND PAYMENT:

- 5.1 Ordering: Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email 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 shall 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.
- 5.2 Agency Delivery Order ("ADO"): District personnel must issue an ADO from wvOASIS for specific quantities of materials based on each project's requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will become the agreed upon official start and end dates. The ADO must be created in wvOASIS and approved to "Final", prior to placing the order with the Vendor. The District is

responsible for creating the ADO in OASIS and is required to submit the approved order, in writing, directly to the vendor via mail, email or fax. Verbal communication with the Vendor is not considered an official order. In the event the Vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from wvOASIS.

Emergencies shall be prominently noted on the ADO. Once complete, the ADO shall be sent to Vendor via fax, email, or mail.

- 5.2.1 Lead Time: The WVDOH should plan accordingly to allow the Contractor a minimum of 14 calendar days prior to the date of the agreed upon start date on the ADO to allow Vendor to mobilize and begin work.
- Payment: Upon completion of the work indicated on the ADO, Vendor shall 5.3 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 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.

### 6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 6.1 Project Acceptance and Written Verification of Receipt: Upon receipt of a WVDOH ADO, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADO and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any ADOs/Revisions within five (5) days of the Order being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOH at its own discretion shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.
  - **6.1.1** 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.
- Delivery Time: In accordance with Section 6.1 and the terms of this contract, the 6.2

work shall be scheduled by the WVDOH. The Vendor shall mobilize, commence, and complete work delivery in accordance with the WVDOH's written ADO, 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 ADO 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 an ADO.

- Adverse Weather Conditions: Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOH District Engineer or their designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOH, Vendor, or general public, work shall be suspended by the WVDOH Engineer/designee. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOH Engineer/designee. After a weather-related suspension of work, the WVDOH District Engineer or their designee shall determine and convey in writing, such ADO changes and when work shall commence/resume, followed by the Vendor's written acknowledgement, per Section 6.4 of this Contract Solicitation.
- 6.4 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from another awarded vendor or proceed with an Emergency Purchase from the open market.

The Agency placing the ADO under this Contract must be notified in writing by the Vendor no later than five (5) business days prior to the scheduled start date noted on the Agency's order. Any failure to notify, acknowledge receipt of WVDOH's written ADOs/ 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 ADO and application of Liquidated Damages.

Any Agency seeking to obtain items from the open market under this provision must first obtain approval of the WVDOT Budget & Procurement Division.

**6.4.1** Liquidated Damages: If the Vendor's work completion or corrections of deficient work exceeds the ADO completion due date or 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 ADO due date and in accordance with this Section, the Contract's Terms and Conditions, Standard Specs Section 108.7, and the following Standard Specs Section Table 108.7.1 - Schedule of Liquidated Damages, as amended:

Table 108.7.1 Schedule of Liquidated Damages

Original Cor	tract Amount	Daily Charges Per
For More Than	To and Including	Calendar Day
\$0	\$500,000	\$350
\$500,000	\$2,000,000	\$650
\$2,000,000	\$10,000,000	\$1,600
\$10,000,000	\$25,000,000	\$3,100
\$25,000,000		\$4,200

- 6.4.2 Force Majeure: It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery of goods and/or services when caused by factors or events outside Vendor's control, including but not limited to acts or omissions of the Agency or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or acts of God.
- 6.5 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. 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. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

Deliveries made by the vendor shall be comprised only of Contract Items intended for delivery at that location and specified in the pricing pages, contract specifications or ADO. At no time shall property belonging to the West Virginia Department of Transportation be utilized as a lay-down or storage facility by the vendor, or items left with the intention of being distributed to an alternate location.

6.6 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 or 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 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 and may be subject to Liquidated Damages as per Section 6.5.1 of these Contract Specifications.

- Return of Unacceptable Items: The decision of the WVDOH District Engineer 6.7 or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, 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. Vendor shall either arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- Return Due to Agency Error: Items ordered in error by the Agency will be 6.8 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.

### 7. VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
  - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
  - 7.1.2 Failure to comply with other specifications and requirements contained herein.
  - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

### REQUEST FOR QUOTATION

### Ditch, Pipe, and Asphalt Repair and Maintenance by the Vendor

- **7.1.4** Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
  - 7.2.1 Immediate cancellation of the Contract.
  - **7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
  - 7.2.3 Any other remedies available in law or equity.

### 8. MISCELLANEOUS:

- **8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- **8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports: Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: ROGER THOMAS
Telephone Number: 304-424-7353
Fax Number: 740-373-5591
Email Address: rthomas@shellyandsands.com

Vendor shall inform the Agency in writing of any changes to the information provided above within 10 calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.

# Ditch, Pipe, and Asphalt Repair and Maintenance by the Vendor ATTACHMENT A PRICING PAGE (ATT A)

VENDOR'S NAME: KELL	Y PAVING, INC.	
Vendor's Base of Operations:	KELLY PAVING, INC.	
(Please provide physical address):	123 DODD DRIVE	
	ST MARYS WV 26170	

<u>Vendor Instructions:</u> Vendor shall first list their name and Base of Operations physical address applicable to ATT A in the spaces above. If the vendor has multiple Base of Operations location addresses, vendor may insert additional lines. Vendor shall then mark with an "X" the counties that correspond with the bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set. Vendor must bid all Traffic Control Contract Items in Part I below. Vendors may bid any or all categories of work in Part II, Part III, or Part IV below, but must bid all Contract Items within a category of work to be awarded a contract.

This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the Contract Specifications. Estimated quantities are not available.

	District 1	Dis	strict 2	Dis	strict 3	Dis	trict 4	Dis	trict 5	Dis	strict 6	Dis	strict 7	Dis	trict 8	Dist	rict 9	Dis	strict 10
Γ	Boone		Cabell	Х	Calhoun		Doddridge		Berkeley		Brooke		Barbour		Pendleton		Fayette		McDowell
Ī	Clay		Lincoln		Jackson		Harrison		Grant		Hancock		Braxton		Pocahontas		Greenbrier		Mercer
Ī	Kanawha		Logan	X	Pleasants		Marion		Hampshire		Marshall		Gilmer		Randolph		Monroe		Raleigh
ľ	Mason		Mingo	X	Ritchie		Monongalia		Hardy		Ohio		Lewis		Tucker		Nicholas		Wyoming
I	Putnam		Wayne		Roane		Preston		Jefferson		Tyler		Upshur				Summers		
			_	X	Wirt		Taylor		Mineral		Wetzel		Webster						
				X	Wood		=	!	Morgan										

#### Part I - Traffic Control \*required

Contract Item #	Contract Item Description	Unit of Measure	List Price
1	Pilot Truck and Driver	Day	\$1,200.00
2	Traffic Control Devices	Unit	\$1.50
3	Flagger	Ноиг	\$80.00
4	Arrow Board	Day	\$40.00

#### Part II - Ditching Maintenance & Repair

Contract Item #	Contract Item Description	Unit of Measure	List Price
5	Ditching	Shoulder Mile	\$7,500.00
6	Correcting Deep Ditches	Ton	\$107.00
7	Restoring Shoulders and Shoulder Stone	Ton	\$107.00
8	Shoulder Stone Placement	Ton	\$63.00
9	Ditching Haul by Vendor for Contract Items 6, 7 & 8, First Ton Mile	Ton Mile	\$3.00
10	Ditching Haul by Vendor for Contract Items 6, 7 & 8, Each Additional Mile	Ton Mile	\$0.32
11	Ditching Waste Haul by Vendor per truck/driver	Hour	\$85.00
12	Daytime Mobilization	Lump Sum	\$3,250.00
13	Nighttime Mobilization	Lump Sum	\$4,250.00
14	On-Site Mobilization	Lump Sum	\$500.00

### Part III - Pipe Repair & Replacement

Contract Item #	Contract Item Description	Unit of Measure	List Price
15	15" Type F Trench	Linear Foot	\$160.00
16	18" Type F Trench	Linear Foot	\$180.00
17	24" Type F Trench	Linear Foot	\$190.00
18	30" Type F Trench	Linear Foot	\$215.00
19	36" Type F Trench	Linear Foot	\$240.00
20	42" Type F Trench	Linear Foot	\$320.00
21	48" Type F Trench	Linear Foot	\$375.00
22	54" Type F Trench	Linear Foot	\$430.00
23	60" Type F Trench	Linear Foot	\$480.00
24	Pipe Repair/Replacement backfill for F Trench (material + delivery first 5 miles)	Cubic Yard	\$250.00

# Ditch, Pipe, and Asphalt Repair and Maintenance by the Vendor ATTACHMENT A PRICING PAGE (ATT A)

VENDOR'S NAME:	E: KELLY PAVING, INC.			
Vendor's Base of Operations:	KELLY PAVING, INC.			
(Please provide physical address):	123 DODD DRIVE			
	ST MARYS WV 26170			

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District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9	District 10
Boone Clay Kanawh Mason Putnam	Cabell Lincotn Logan Mingo Wayne	X Calhoun Jackson X Pleasants X Ritchie Roane X Wirt X Wood	Doddridge Harrison Marion Monongalia Preston Taylor	Berkeley Grant Hampshire Hardy Jefferson Mineral Morgan	Brooke Hancock Marshall Ohio Tyler Wetzel	Barbour Braxton Gilmer Lewis Upshur Webster	Pendleton Pocahontas Randolph Tucker	Fayette Greenbrier Monroe Nicholas Summers	McDowel Mercer Raleigh Wyoming
25	Additional	Haul per truc	k load over 5 m	niles, Backfill f	or F Trench	•	Mile	\$0.50	
26	Safe Acce	ess and Egres	s Surchage de	pth of 5-foot to	10-foot		Lump Su	m \$16,000.0	00

Part III - Pipe Repair & Replacement (continued)

Contract Item #	Contract Item Description	Unit of Measure	List Price
27	Safe Access and Egress Surchage depth of 10-foot to 15-foot	Lump Sum	\$32,000.00
28	Safe Access and Egress Surchage depth 15-foot to 20-foot	Lump Sum	\$64,000.00
29	Pipe Repair/Replacement Waste Haul by Vendor per truck/driver	Hour	\$85.00
30	Daytime Mobilization	Lump Sum	\$3,750.00
31	Nighttime Mobilization	Lump Sum	\$4,750.00
32	On-Site Mobilization	Lump Sum	\$900.00

Part IV - Asphalt Pavement Repair

Contract Item #	Contract Item Description	Size of Project, per Mile	Unit of Measure	List Price
33		0-50 SY		\$180.00
34	Pothole Repair  Base Failure Repair, Asphalt  Base Failure Repair, Stone  Edge Failure Repair  Haul by Vendor First Ton Mile	51-250 SY	Mile	\$80.00
35	Politicie Repair	251-500 SY	ivilie	\$58.00
36		501 SY or greater		\$51.00
37		0-50 SY		\$200.00
38	Base Failure Repair, Asphalt	51-250 SY	Mile	\$96.00
39		251-500 SY	Mile	\$80.00
40		501 SY or greater		\$58.00
41		0-50 SY		\$200.00
42		51-250 SY	Mile	\$96.00
43	pase railule Repair, Stolle	251-500 SY	iville	\$58.00
44		501 SY or greater		\$43.00
45		0-50 SY		\$180.00
46	  Edge Failure Repair	51-250 SY	Mile	\$80.00
47		251-500 SY		\$58.00
48		501 SY or greater		\$52.00
49	Haul by Vendor First Ton Mile		Ton Mile	\$3.00
50	Haul by Vendor Each Additional Mile		Ton Mile	\$0.32

		VENDOR'S NAME:	KELLY PAV	ING, INC.				_		
	Ve	ndor's Base of Operations:		KELL	Y PAVING, INC	_				
	(Ple	ease provide physical address):		123	DODD DRIVE			_		
				ST MA	RYS WV 261	70		_		
above an "X" separ Vende to be This is low bi	e. If the " the courate set of ors may awarded is a multi id vendo	uctions: Vendor shall first lis vendor has multiple Base of unties that correspond with the of Pricing Pages (ATT A) for e bid any or all categories of wid a contract.  ple vendor award contract. Ar per project will be determined antities are not available.	Operations ne bid prices each county ork in Part I	location addr on this page pricing set. I, Part III, or I	esses, vendo If Vendor h Vendor mus Part IV below eting the con	or ma las v st bio , but tract	ay insert additionaried pricing per diall Traffic Con must bid all Co specifications	nal lines. Vender county, Vend trol Contract Ité ontract Items wi will be awarded	dor shall then or shall comp ems in Part I thin a catego	n mark with plete a below. ory of work
District Bo	•		Doddridge Harrison Marion Monongalia Preston Taylor	District 5  Berkeley Grant Hampshire Hardy Jefferson Mineral Morgan	District 6  Brooke Hancock Marshall Ohio Tyler Wetzel		Barbour Braxton Gilmer Lewis Upshur Webster	Pendleton Pocahontas	Fayette Greenbrier Monroe Nicholas Summers	istrict 10 McDowell Mercer Raleigh Wyoming
	51	Waste Haul by Vendor per truck/da	river					Hour	\$130.00	]
	52	Off-Season Plant Opening First Da	ay					Day	\$5,000.00	]
Part I	IV - Asni	nalt Pavement Repair <i>(conti</i>	inued)							
	Contract Item #	Contract Item Description			Size of Project, Unit of Measure List Price					
	53	Off-Season Plant Opening Each A	dditional Day					Day	\$500.00	
	54	Daytime Mobilization					Lump Sum	\$3,750.00		

\$4,750.00

\$900.00

Lump Sum

Lump Sum

55

56

Nighttime Mobilization

On-Site Mobilization

VENDOR'S NAME:	KELLY PAVING, INC.					
Vendor's Base of Operations:	KELLY PAVING, INC.					
(Please provide physical address):	123 DODD DRIVE					
	ST MARYS WV 26170					
-						

<u>Vendor Instructions:</u> Vendor shall first list their name and Base of Operations physical address applicable to ATT A in the spaces above. If the vendor has multiple Base of Operations location addresses, vendor may insert additional lines. Vendor shall then mark with an "X" the counties that correspond with the bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set. Vendor must bid all Traffic Control Contract Items in Part I below. Vendors may bid any or all categories of work in Part II, Part III, or Part IV below, but must bid all Contract Items within a category of work to be awarded a contract.

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

#### Part I - Traffic Control \*required

Contract Item #	Contract Item Description	Unit of Measure	List Price
1	Pilot Truck and Driver	Day	\$1,200.00
2	Traffic Control Devices	Unit	\$1.50
3	Flagger	Hour	\$80.00
4	Arrow Board	Day	\$40.00

Part II - Ditching Maintenance & Repair

Contract Item #	Contract Item Description	Unit of Measure	List Price
5	Ditching	Shoulder Mile	\$7,500.00
6	Correcting Deep Ditches	Ton	\$107.00
7	Restoring Shoulders and Shoulder Stone	Ton	\$107.00
8	Shoulder Stone Placement	Ton	\$63.00
9	Ditching Haul by Vendor for Contract Items 6, 7 & 8, First Ton Mile	Ton Mile	\$3.00
10	Ditching Haul by Vendor for Contract Items 6, 7 & 8, Each Additional Mile	Ton Mile	\$0.32
11	Ditching Waste Haul by Vendor per truck/driver	Hour	\$130.00
12	Daytime Mobilization	Lump Sum	\$3,250.00
13	Nighttime Mobilization	Lump Sum	\$4,250.00
14	On-Site Mobilization	Lump Sum	\$600.00

Contract Item #	Contract Item Description	Unit of Measure	List Price
15	15" Type F Trench	Linear Foot	\$160.00
16	18" Type F Trench	Linear Foot	\$180.00
17	24" Type F Trench	Linear Foot	\$190.00
18	30" Type F Trench	Linear Foot	\$215.00
19	36" Type F Trench	Linear Foot	\$240.00
20	42" Type F Trench	Linear Foot	\$320.00
21	48" Type F Trench	Linear Foot	\$375.00
22	54" Type F Trench	Linear Foot	\$430.00
23	60" Type F Trench	Linear Foot	\$480.00
24	Pipe Repair/Replacement backfill for F Trench (material + delivery first 5 miles)	Cubic Yard	\$250.00

VENDOR'S NAME:	KELLY PAVING, INC.					
Vendor's Base of Operations:	KELLY PAVING, INC.					
(Please provide physical address):	123 DODD DRIVE					
	ST MARYS WV 26170					
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	Clay		Lincoln		Jackson		Harrison		Grant		Hancock		Braxton		Pocahontas		Greenbrier		Mercer
	Kanawha		Logan		Pleasants		Marion		Hampshire		Marshall		Gilmer		Randolph		Monroe		Raleigh
	Mason		Mingo		Ritchie		Monongalia		Hardy		Ohio		Lewis		Tucker		Nicholas		Wyoming
	Putnam		Wayne		Roane		Preston		Jefferson	Х	Tyler		Upshur				Summers		
Wirt Taylor						Mineral	Х	Wetzel		Webster									
Wood						Morgan		_											
					_														
25 Additional Haul per truck load over 5 miles, Backfill for F Trench										Mile		\$0.50							
26 Safe Access and Egress Surchage depth of 5-foot to 10-foot										Lump Sur	n	\$16,000.0	00	]					

Part III - Pipe Repair & Replacement (continued)

Contract Item #	Contract Item Description	Unit of Measure	List Price
27	Safe Access and Egress Surchage depth of 10-foot to 15-foot	Lump Sum	\$32,000.00
28	Safe Access and Egress Surchage depth 15-foot to 20-foot	Lump Sum	\$64,000.00
29	Pipe Repair/Replacement Waste Haul by Vendor per truck/driver	Hour	\$130.00
30	Daytime Mobilization	Lump Sum	\$3,750.00
31	Nighttime Mobilization	Lump Sum	\$4,750.00
32	On-Site Mobilization	Lump Sum	\$900.00

Contract Item #	Contract Item Description	Size of Project, per Mile	Unit of Measure	List Price
33		0-50 SY		\$180.00
34	Dulled a Decel	51-250 SY	Mile -	\$80.00
35	Pothole Repair	251-500 SY		\$58.00
36		501 SY or greater		\$51.00
37		0-50 SY		\$200.00
38	Base Failure Repair, Asphalt	51-250 SY	Mile	\$96.00
39		251-500 SY	] Wille	\$80.00
40		501 SY or greater		\$58.00
41		0-50 SY		\$200.00
42	Base Failure Repair, Stone	51-250 SY	Mile	\$96.00
43	pase rande Repail, Stolle	251-500 SY	IVIIIE	\$58.00
44		501 SY or greater		\$43.00
45		0-50 SY		\$180.00
46	Edge Failure Repair	51-250 SY	Mile	\$80.00
47		251-500 SY	] Wille	\$58.00
48		501 SY or greater	]	\$52.00
49	Haul by Vendor First Ton Mile		Ton Mile	\$3.00
50	Haul by Vendor Each Additional Mile		Ton Mile	\$0.32

VENDOR'S NAME: KELLY PAVING, INC. Vendor's Base of Operations: KELLY PAVING, INC. 123 DODD DRIVE (Please provide physical address): ST MARYS WV 26170 Vendor Instructions: Vendor shall first list their name and Base of Operations physical address applicable to ATT A in the spaces above. If the vendor has multiple Base of Operations location addresses, vendor may insert additional lines. Vendor shall then mark with an "X" the counties that correspond with the bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set. Vendor must bid all Traffic Control Contract Items in Part I below. Vendors may bid any or all categories of work in Part II, Part III, or Part IV below, but must bid all Contract Items within a category of work to be awarded a contract. This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the Contract Specifications. Estimated quantities are not available. District 1 District 2 District 5 District 6 District 7 District 8 District 9 District 10 District 3 District 4 Boone Cabell Calhoun Doddridge Berkeley Brooke Barbour Pendleton Fayette McDowell Hancock Clay Lincoln Jackson Harrison Grant Braxton Pocahontas Greenbrier Mercer Kanawha Pleasants Marion Hampshire Marshail Gilmer Randolph Monroe Raleigh Logan Mason Mingo Ritchie Monongalia Hardy Ohio Lewis Tucker Nicholas Wyoming Putnam Wayne Roane Preston Jefferson Tyler Upshur Summers Webster X Wetzel Wirt Taylor Mineral Wood Morgan Hour \$130.00 51 Waste Haul by Vendor per truck/driver \$5,000.00 Day 52 Off-Season Plant Opening First Day Part IV - Asphalt Pavement Repair (continued) Size of Project. Unit of Measure List Price per Mile \$500.00 53 Off-Season Plant Opening Each Additional Day -----Day 54 \$3,750.00

 ,.op.	iait aromone nopan (commaca)
Contract	Contract Item Description
Item #	Contract item Description

Daytime Mobilization

Nighttime Mobilization

On-Site Mobilization

55

56

Lump Sum

Lump Sum

Lump Sum

-----

\$4,750.00

\$900.00

VENDOR'S NAME: KELLY PAVING, INC.

Vendor's Base of Operations: KELLY PAVING, INC.

(Please provide physical address): 1 INDUSTRIAL PARK DR.

BENWOOD, WV 26031

<u>Vendor Instructions:</u> Vendor shall first list their name and Base of Operations physical address applicable to ATT A in the spaces above. If the vendor has multiple Base of Operations location addresses, vendor may insert additional lines. Vendor shall then mark with an "X" the counties that correspond with the bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set. Vendor must bid all Traffic Control Contract Items in Part I below. Vendors may bid any or all categories of work in Part II, Part III, or Part IV below, but must bid all Contract Items within a category of work to be awarded a contract.

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	Kanawha		Logan		Pleasants		Marion		Hampshire	Х	Marshall		Gilmer		Randolph		Monroe		Raleigh
	Mason		Mingo		Ritchie		Monongalia		Hardy	Х	Ohio		Lewis		Tucker		Nicholas		Wyoming
	Putnam		Wayne		Roane		Preston		Jefferson		Tyler		Upshur		_		Summers		=
	_		_		Wirt	$oxed{L}$	Taylor	Ĺ	Mineral		Wetzel	L	Webster						
				I _	Wood			I _	Morgan										

#### Part I - Traffic Control \*required

Contract Item #	Contract Item Description	Unit of Measure	List Price
1	Pilot Truck and Driver	Day	\$1,200.00
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3	Flagger	Hour	\$80.00
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### Part II - Ditching Maintenance & Repair

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5	Ditching	Shoulder Mile	\$7,500.00
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13	Nighttime Mobilization	Lump Sum	\$4,250.00
14	On-Site Mobilization	Lump Sum	\$600.00

Contract Item #	Contract Item Description	Unit of Measure	List Price
15	15" Type F Trench	Linear Foot	NO BID
16	18" Type F Trench	Linear Foot	NO BID
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18	30" Type F Trench	Linear Foot	NO BID
19	36" Type F Trench	Linear Foot	NO BID
20	42" Type F Trench	Linear Foot	NO BID
21	48" Type F Trench	Linear Foot	NO BID
22	54" Type F Trench	Linear Foot	NO BID
23	60" Type F Trench	Linear Foot	NO BID
24	Pipe Repair/Replacement backfill for F Trench (material + delivery first 5 miles)	Cubic Yard	NO BID

lease provide physical address): 1 INDUSTRIAL PARK DR.		
Vendor's Base of Operations:	KELLY PAVING, INC.	
Please provide physical address):	1 INDUSTRIAL PARK DR.	
	BENWOOD, WV 26031	

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Γ	Clay		Lincoln		Jackson		Harrison		Grant	Х	Hancock		Braxton		Pocahontas		Greenbrier		Mercer
Γ	Kanawha		Logan		Pleasants		Marion		Hampshire	Х	Marshall		Gilmer		Randolph		Monroe		Raleigh
	Mason		Mingo		Ritchie		Monongalia		Hardy	Х	Ohio		Lewis		Tucker		Nicholas		Wyoming
	Putnam		Wayne		Roane		Preston		Jefferson		Tyler	L	Upshur				Summers		=
					Wirt	ட	Taylor		Mineral	L	Wetzel	ᆫ	Webster						
					Wood			L	Morgan										
	25	Ad	lditional l	Наι	ıl per truck	loa	d over 5 m	les	, Backfill fo	r F	Trench				Mile		NO BID		
	26	Sa	fe Acces	35.2	ind Faress	Su	rchage den	th o	of 5-foot to	10	-foot		-		Lumn Sur	n	NO BID		1

### Part III - Pipe Repair & Replacement (continued)

Contract Item #	Contract Item Description	Unit of Measure	List Price
27	Safe Access and Egress Surchage depth of 10-foot to 15-foot	Lump Sum	NO BID
28	Safe Access and Egress Surchage depth 15-foot to 20-foot	Lump Sum	NO BID
29	Pipe Repair/Replacement Waste Haul by Vendor per truck/driver	Hour	NO BID
30	Daytime Mobilization	Lump Sum	NO BID
31	Nighttime Mobilization	Lump Sum	NO BID
32	On-Site Mobilization	Lump Sum	NO BID

Contract Item #	Contract Item Description	Size of Project, per Mile	Unit of Measure	List Price
33		0-50 SY		\$180.00
34	Dathala Danair	51-250 SY	Mile	\$80.00
35	Pothole Repair	251-500 SY	iville	\$58.00
36		501 SY or greater		\$51.00
37		0-50 SY		\$200.00
38	Base Failure Repair, Asphalt	51-250 SY	Mile	\$96.00
39		251-500 SY	IVIIIE	\$80.00
40		501 SY or greater		\$58.00
41		0-50 SY		\$200.00
42	Base Failure Repair, Stone	51-250 SY	Mile	\$96.00
43	Dase Fallule Nepall, Stolle	251-500 SY	] Wille	\$58.00
44		501 SY or greater		\$43.00
45		0-50 SY		\$180.00
46	Edge Failure Repair	51-250 SY	Mile	\$80.00
47		251-500 SY	Mile	\$58.00
48		501 SY or greater		\$52.00
49	Haul by Vendor First Ton Mile		Ton Mile	\$3.00
50	Haul by Vendor Each Additional Mile	<u></u>	Ton Mile	\$0.32

VENDOR'S NAME: KELLY PAVING, INC. Vendor's Base of Operations: KELLY PAVING, INC. (Please provide physical address): 1 INDUSTRIAL PARK DR. **BENWOOD, WV 26031** Vendor Instructions: Vendor shall first list their name and Base of Operations physical address applicable to ATT A in the spaces above. If the vendor has multiple Base of Operations location addresses, vendor may insert additional lines. Vendor shall then mark with an "X" the counties that correspond with the bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set. Vendor must bid all Traffic Control Contract Items in Part I below. Vendors may bid any or all categories of work in Part II, Part III, or Part IV below, but must bid all Contract Items within a category of work to be awarded a contract. This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the Contract Specifications. Estimated quantities are not available. District 1 District 2 District 3 District 4 District 5 District 6 District 7 District 8 District 9 District 10 Boone Cabell Calhoun Doddridge X Brooke Barbour Pendleton Berkeley McDowell Fayette Clay Lincoln Jackson Harrison Grant X Hancock Braxton Pocahontas Greenbrier Mercer Kanawha Logan Pleasants X Marshall Marion Hampshire Gilmer Randolph Monroe Raleigh Mason Mingo Ritchie Monongalia Hardy Ohio Lewis Tucker Nicholas Wyoming Putnam Wayne Roane Preston Jefferson Tyler Upshur Summers Wirt Taylor Mineral Wetzel Webster Wood Morgan 51 Waste Haul by Vendor per truck/driver Hour \$130.00 52 Off-Season Plant Opening First Day \$5,000.00 Day Part IV - Asphalt Pavement Repair (continued)

Contract Item #	Contract Item Description	Size of Project, per Mile	Unit of Measure	List Price
53	Off-Season Plant Opening Each Additional Day		Day	\$500.00
54	Daytime Mobilization	*****	Lump Sum	\$3,750.00
55	Nighttime Mobilization		Lump Sum	\$4,750.00
56	On-Site Mobilization		Lump Sum	\$900.00

VENDOR'S NAME:	KELLY PAVING, INC.
Vendor's Base of Operations:	KELLY PAVING, INC.
Please provide physical address):	4260 FREEDOM WAY
	WEIRTON, WV 26062

<u>Vendor Instructions:</u> Vendor shall first list their name and Base of Operations physical address applicable to ATT A in the spaces above. If the vendor has multiple Base of Operations location addresses, vendor may insert additional lines. Vendor shall then mark with an "X" the counties that correspond with the bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set. Vendor must bid all Traffic Control Contract Items in Part I below. Vendors may bid any or all categories of work in Part II, Part III, or Part IV below, but must bid all Contract Items within a category of work to be awarded a contract.

This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the Contract Specifications. Estimated quantities are not available.

D	istrict 1	Dis	strict 2	Dis	strict 3	Dis	trict 4	Dis	trict 5	Dis	trict 6	Dis	strict 7	Dis	trict 8	Dist	trict 9	Dis	strict 10
Г	Boone		Cabell	Г.	Calhoun		Doddridge		Berkeley	Х	Brooke		Barbour		Pendleton		Fayette		McDowel
Γ	Clay		Lincoln		Jackson		Harrison		Grant	Х	Hancock		Braxton		Pocahontas		Greenbrier		Mercer
Γ	Kanawha		Logan		Pleasants		Marion		Hampshire	Х	Marshall		Gilmer		Randolph		Monroe		Raleigh
С	Mason		Mingo		Ritchie		Monongalia		Hardy	Χ	Ohio		Lewis		Tucker		Nicholas		Wyoming
Г	Putnam		Wayne		Roane		Preston		Jefferson		Tyler		Upshur		_		Summers		=
			=		Wirt		Taylor		Mineral		Wetzel		Webster						
					Wood		_		Morgan		-		_						

#### Part I - Traffic Control \*required

Contract Item #	Contract Item Description	Unit of Measure	List Price
1	Pilot Truck and Driver	Day	\$1,200.00
2	Traffic Control Devices	Unit	\$1.50
3	Flagger	Hour	\$80.00
4	Arrow Board	Day	\$40.00

### Part II - Ditching Maintenance & Repair

Contract Item #	Contract Item Description	Unit of Measure	List Price
5	Ditching	Shoulder Mile	\$7,500.00
6	Correcting Deep Ditches	Ton	\$107.00
7	Restoring Shoulders and Shoulder Stone	Ton	\$107.00
8	Shoulder Stone Placement	Ton	\$63.00
9	Ditching Haul by Vendor for Contract Items 6, 7 & 8, First Ton Mile	Ton Mile	\$3.00
10	Ditching Haul by Vendor for Contract Items 6, 7 & 8, Each Additional Mile	Ton Mile	\$0.32
11	Ditching Waste Haul by Vendor per truck/driver	Hour	\$130.00
12	Daytime Mobilization	Lump Sum	\$3,250.00
13	Nighttime Mobilization	Lump Sum	\$4,250.00
14	On-Site Mobilization	Lump Sum	\$600.00

Contract Item #	Contract Item Description	Unit of Measure	List Price
15	15" Type F Trench	Linear Foot	NO BID
16	18" Type F Trench	Linear Foot	NO BID
17	24" Type F Trench	Linear Foot	NO BID
18	30" Type F Trench	Linear Foot	NO BID
19	36" Type F Trench	Linear Foot	NO BID
20	42" Type F Trench	Linear Foot	NO BID
21	48" Type F Trench	Linear Foot	NO BID
22	54" Type F Trench	Linear Foot	NO BID
23	60" Type F Trench	Linear Foot	NO BID
24	Pipe Repair/Replacement backfill for F Trench (material + delivery first 5 miles)	Cubic Yard	NO BID

VING, INC.			
KELLY PAVING, INC.			
4260 FREEDOM WAY			
WEIRTON, WV 26062			
ase provide physical address): 4260 FREEDOM WAY			

<u>Vendor Instructions:</u> Vendor shall first list their name and Base of Operations physical address applicable to ATT A in the spaces above. If the vendor has multiple Base of Operations location addresses, vendor may insert additional lines. Vendor shall then mark with an "X" the counties that correspond with the bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set. Vendor must bid all Traffic Control Contract Items in Part I below. Vendors may bid any or all categories of work in Part II, Part III, or Part IV below, but must bid all Contract Items within a category of work to be awarded a contract.

This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the Contract Specifications. Estimated quantities are not available.

Dist	trict 1	Dis	strict 2	Dis	strict 3	Dis	trict 4	Dis	strict 5	Dis	strict 6	Dis	strict 7	Dist	rict 8	Dis	tnct 9	Di.	strict 10
	Boone		Cabell		Calhoun		Doddridge		Berkeley	Х	Brooke		Barbour		Pendleton		Fayette		McDowe
	Clay		Lincoln		Jackson		Harrison		Grant	Х	Hancock		Braxton		Pocahontas		Greenbrier	L	Mercer
	Kanawha		Logan		Pleasants		Marion		Hampshire	Х	Marshall		Gilmer		Randolph		Monroe		Raleigh
	Mason		Mingo		Ritchie		Monongalia		Hardy	Х	Ohio		Lewis		Tucker		Nicholas	L	Wyoming
	Putnam		Wayne		Roane		Preston		Jefferson		Tyler	L	Upshur				Summers		
	_		<del>-</del>		Wirt		Taylor		Mineral		Wetzel		Webster						
					Wood				Morgan										
																			_
	25	A	ditional	Hai	ul per truck	loa	ıd over 5 m	iles	, Backfill fo	rF	Trench				Mile		NO BID	)	
	26	9	ofe Acce	ee 5	and Fares	Sı	rchage der	th.	of 5-foot to	10	-foot				Lump Sur	n	NO BID	)	

#### Part III - Pipe Repair & Replacement (continued)

Contract Item #	Contract Item Description	Unit of Measure	List Price
27	Safe Access and Egress Surchage depth of 10-foot to 15-foot	Lump Sum	NO BID
28	Safe Access and Egress Surchage depth 15-foot to 20-foot	Lump Sum	NO BID
29	Pipe Repair/Replacement Waste Haul by Vendor per truck/driver	Hour	NO BID
30	Daytime Mobilization	Lump Sum	NO BID
31	Nighttime Mobilization	Lump Sum	NO BID
32	On-Site Mobilization	Lump Sum	NO BID

ria - wah	nait Faveinent Repair			
Contract Item #	Contract Item Description	Size of Project, per Mile	Unit of Measure	List Price
33		0-50 SY		\$180.00
34	Dathala Banair	51-250 SY	Mile	\$80.00
35	Pothole Repair	251-500 SY	Iville	\$58.00
36		501 SY or greater		\$51.00
37		0-50 SY		\$200.00
38	Base Failure Repair, Asphalt	51-250 SY	Mile	\$96.00
39		251-500 SY	IVIIIE	\$80.00
40		501 SY or greater		\$58.00
41		0-50 SY		\$200.00
42	Paga Egilura Banair, Stana	51-250 SY	Mile	\$96.00
43	Base Failure Repair, Stone	251-500 SY	] Wille	\$58.00
44		501 SY or greater		\$43.00
45		0-50 SY		\$180.00
46	Edge Failure Repair	51-250 SY	Mile	\$80.00
47		251-500 SY	ivine	\$58.00
48		501 SY or greater		\$52.00
49	Haul by Vendor First Ton Mile		Ton Mile	\$3.00
50	Haul by Vendor Each Additional Mile		Ton Mile	\$0.32

		VENDOR'S NAME:	KELLY PAV	ING, INC.				_		
	Ve	ndor's Base of Operations:		KELLY	PAVING, INC	).		_		
	(Ple	ease provide physical address):		42 <u>60</u> F	REEDOM WA		_			
				WEIRT	ON, WV 2606	2_		_		
abo an ' sep Ver to b	ove. If the "X" the couparate set on dors may be awarded as is a multi	uctions: Vendor shall first lis vendor has multiple Base of (unties that correspond with the of Pricing Pages (ATT A) for e bid any or all categories of well a contract.	Operations I e bid prices each county ork in Part II All qualifying	ocation addre on this page. pricing set. , Part III, or F vendors mee	esses, vendo If Vendor ha Vendor mus Part IV below, eting the cont	r ma as v t bic but	ay insert additionaried pricing per diall Traffic Cor must bid all Co specifications	onal lines. Ven er county, Vend atrol Contract It ontract Items w will be awarde	dor shall the dor shall con ems in Part ithin a categ	en mark with nplete a I below. gory of work
		r per project will be determine antities are not available.	ed at the tim	e of need, as	per Section	4 of	the Contract S	pecifications.		
	rict 1		trict 4	District 5	District 6	Dis	trict 7 Dis	trict 8 Dis	strict 9	District 10
	Boone Clay Kanawha Mason Putnam	Lincoln Jackson Logan Pleasants	Doddridge Harrison Marion Monongalia Preston Taylor	Berkeley Grant Hampshire Hardy Jefferson Mineral Morgan	X Brooke X Hancock X Marshall X Ohio Tyler Wetzel		Barbour Braxton Gilmer Lewis Upshur Webster	Pendleton Pocahontas Randolph Tucker	Fayette Greenbrier Monroe Nicholas Summers	McDowell Mercer Raleigh Wyoming
	51	Waste Haul by Vendor per truck/dr	iver					Hour	\$130.00	
	52	Off-Season Plant Opening First Da	ıy					Day	\$5,000.00	
Par	rt IV - Asni	nalt Pavement Repair <i>(contil</i>	nued)							
	Contract Item #	Contract Item Description					Size of Project, per Mile	Unit of Measure	List Price	
	53	Off-Season Plant Opening Each Ad	dditional Day					Dav	\$500.00	

### Par

Contract Item #	Contract Item Description	Size of Project, per Mile	Unit of Measure	List Price
53	Off-Season Plant Opening Each Additional Day		Day	\$500.00
54	Daytime Mobilization		Lump Sum	\$3,750.00
55	Nighttime Mobilization		Lump Sum	\$4,750.00
56	On-Site Mobilization		Lump Sum	\$900.00

VENDOR'S NAME: KELLY PAVING, INC.  Vendor's Base of Operations: CAMDEN MATERIALS  VOICED PROVIDE Address: 202 HICKORY STREET		
Vendor's Base of Operations:	CAMDEN MATERIALS	
Please provide physical address):	202 HICKORY STREET	_
	PARKERSBURG, WV 26101	

<u>Vendor Instructions:</u> Vendor shall first list their name and Base of Operations physical address applicable to ATT A in the spaces above. If the vendor has multiple Base of Operations location addresses, vendor may insert additional lines. Vendor shall then mark with an "X" the counties that correspond with the bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set. Vendor must bid all Traffic Control Contract Items in Part I below. Vendors may bid any or all categories of work in Part II, Part III, or Part IV below, but must bid all Contract Items within a category of work to be awarded a contract.

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1	District 1	Dis	strict 2	Dis	atrict 3	Dis	trict 4	Dis	strict 5	Dis	trict 6	Dis	strict /	DIS	trict 8	DIS	rict 9	Dis	Strict 10
Γ	Boone	Г	Cabell		Calhoun		Doddridge		Berkeley		Brooke		Barbour		Pendleton		Fayette		McDowell
r	Clay	Г	Lincoln		Jackson		Harrison		Grant		Hancock		Braxton		Pocahontas		Greenbrier		Mercer
ľ	Kanawha		Logan	X	Pleasants		Marion		Hampshire		Marshall		Gilmer		Randolph		Monroe		Raleigh
r	Mason		Mingo	Х	Ritchie		Monongalia		Hardy		Ohio		Lewis		Tucker		Nicholas		Wyoming
Γ	Putnam		Wayne		Roane		Preston		Jefferson		Tyler		Upshur				Summers		
_	<del></del>		=*	X	Wirt		Taylor		Mineral	L	Wetzel	L	Webster						
				X_	Wood		-		Morgan										

### Part I - Traffic Control \*required

Contract Item #	Contract Item Description	Unit of Measure	List Price
1	Pilot Truck and Driver	Day	\$1,200.00
2	Traffic Control Devices	Unit	\$1.50
3	Flagger	Hour	\$80.00
4	Arrow Board	Day	\$40.00

Part II - Ditching Maintenance & Repair

t II - Dittel	ing Maintenance & Nepan		
Contract Item #	Contract Item Description	Unit of Measure	List Price
5	Ditching	Shoulder Mile	\$7,500.00
6	Correcting Deep Ditches	Ton	\$114.00
7	Restoring Shoulders and Shoulder Stone	Ton	\$114.00
8	Shoulder Stone Placement	Ton	\$66.00
9	Ditching Haul by Vendor for Contract Items 6, 7 & 8, First Ton Mile	Ton Mile	\$3.00
10	Ditching Haul by Vendor for Contract Items 6, 7 & 8, Each Additional Mile	Ton Mile	\$0.32
11	Ditching Waste Haul by Vendor per truck/driver	Hour	\$85.00
12	Daytime Mobilization	Lump Sum	\$2,250.00
13	Nighttime Mobilization	Lump Sum	\$3,250.00
14	On-Site Mobilization	Lump Sum	\$500.00

Contract Item #	Contract Item Description	Unit of Measure	List Price
15	15" Type F Trench	Linear Foot	\$160. <b>0</b> 0
16	18" Type F Trench	Linear Foot	\$180.00
17	24" Type F Trench	Linear Foot	\$190.00
18	30" Type F Trench	Linear Foot	\$215.00
19	36" Type F Trench	Linear Foot	\$240.00
20	42" Type F Trench	Linear Foot	\$320.00
21	48" Type F Trench	Linear Foot	\$375.00
22	54" Type F Trench	Linear Foot	\$430.00
23	60" Type F Trench	Linear Foot	\$480.00
24	Pipe Repair/Replacement backfill for F Trench (material + delivery first 5 miles)	Cubic Yard	\$250.00

VENDOR'S NAME:	KELLY PAVING, INC.	
Vendor's Base of Operations:	CAMDEN MATERIALS	
(Please provide physical address):	202 HICKORY STREET	
	PARKERSBURG, WV 26101	

Vendor Instructions: Vendor shall first list their name and Base of Operations physical address applicable to ATT A in the spaces above. If the vendor has multiple Base of Operations location addresses, vendor may insert additional lines. Vendor shall then mark with an "X" the counties that correspond with the bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set. Vendor must bid all Traffic Control Contract Items in Part I below. Vendors may bid any or all categories of work in Part II, Part III, or Part IV below, but must bid all Contract Items within a category of work to be awarded a contract.

This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the Contract Specifications. Estimated quantities are not available.

District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9	District 10
Boone Clay Kanawha Mason Putnam	Cabell Lincoln Logan Mingo Wayne	Calhoun Jackson X Pleasants X Ritchie Roane	Doddridge Harrison Marion Monongalia Preston	Jefferson	Brooke Hancock Marshall Ohio Tyler Wetzel	Barbour Braxton Gilmer Lewis Upshur Webster	Pendleton Pocahontas Randolph Tucker	Fayette Greenbrier Monroe Nicholas Summers	McDowel Mercer Raleigh Wyoming
25 26		<u>'</u>	Taylor  load over 5 m Surchage de		or F Trench	vvebster	Mile Lump Su	\$0.50 m \$16,000.	

Part III - Pipe Repair & Replacement (continued)

Contract Item #	Contract Item Description	Unit of Measure	List Price
27	Safe Access and Egress Surchage depth of 10-foot to 15-foot	Lump Sum	\$32,000.00
28	Safe Access and Egress Surchage depth 15-foot to 20-foot	Lump Sum	\$64,000.00
29	Pipe Repair/Replacement Waste Haul by Vendor per truck/driver	Hour	\$85.00
30	Daytime Mobilization	Lump Sum	\$3,250.00
31	Nighttime Mobilization	Lump Sum	\$4,250.00
32	On-Site Mobilization	Lump Sum	\$900.00

Contract Item #	Contract Item Description	Size of Project, per Mile	Unit of Measure	List Price
33		0-50 SY		\$180.00
34	Dethala Bassir	51-250 SY	Mile	\$80.00
35	Pothole Repair	251-500 SY	I Wille	\$58.00
36		501 SY or greater		\$51.00
37		0-50 SY		\$200.00
38	Base Failure Repair, Asphalt	51-250 SY	Mile	\$96.00
39		251-500 SY		\$80.00
40		501 SY or greater		\$58.00
41		0-50 SY		\$200.00
42	Pena Failura Beneir, Ctana	51-250 SY	Mile	\$96.00
43	Base Failure Repair, Stone	251-500 SY	I WILLE	\$58.00
44		501 SY or greater		\$43.00
45		0-50 SY		\$180.00
46	Edge Failure Repair	51-250 SY	Mile	\$80.00
47		251-500 SY	Mile	\$58.00
48		501 SY or greater		\$52.00
49	Haul by Vendor First Ton Mile		Ton Mile	\$3.00
50	Haul by Vendor Each Additional Mile		Ton Mile	\$0.32

	VENDOR'S NAME:	KELLY PAVI	NG, INC.				_		
٧	endor's Base of Operations:		CAMDE	N MATERIAL	_				
(F	Please provide physical address):		202 HIC	KORY STRE	ET		_		
·			PARKERS	BURG, WV 2	610	1	<b></b>		
above. If the an "X" the consequence see vendors mand to be award.	tructions: Vendor shall first lise evendor has multiple Base of counties that correspond with the tof Pricing Pages (ATT A) for each of any or all categories of well a contract.  Itiple vendor award contract. After per project will be determined.	Operations lo e bid prices o each county p ork in Part II, All qualifying v	cation addressor this page. oricing set. Part III, or Fundors mee	esses, vendo If Vendor h Vendor mus Part IV below eting the con	or ma as v st bio , but tract	ay insert additionaried pricing point all Traffic Cormust bid all Commust bid all Commust bid all Commust bid all Commust bid all Community and the specifications	onal lines. Vender county, Vend atrol Contract Ite ontract Items wi will be awarded	dor shall ther ior shall com ems in Part I ithin a catego	n mark with plete a below. ory of work
	uantities are not available.		, c, 1100u, ac	, por coolion	. 0.	ino o o mila oci	, podinoutions.		
District 1			istrict 5	District 6	Dis				istrict 10
Boone Clay Kanawha Mason Putnam	Cabell Calhoun Jackson Logan X Pleasants Mingo X Ritchie Wayne X Wirt X Wood	Doddridge Harrison Marion Monongalia Preston Taylor	Berkeley Grant Hampshire Hardy Jefferson Mineral Morgan	Brooke Hancock Marshall Ohio Tyler Wetzel		Barbour Braxton Gilmer Lewis Upshur Webster	Pendleton Pocahontas Randolph Tucker	Fayette Greenbrier Monroe Nicholas Summers	McDowell Mercer Raleigh Wyoming
51	Waste Haul by Vendor per truck/dr	river					Hour	\$130.00	7
52	Off-Season Plant Opening First Da						Day	\$5,000.00	<u> </u>
Part IV - Ae	phalt Pavement Repair (conti	nued)							_
Contractilem #	t Contract Item Description					Size of Project, per Mile	Unit of Measure	List Price	
53	Off-Season Plant Opening Each A	dditional Day					Day	\$500.00	
54	Daytime Mobilization						Lump Sum	\$3,250.00	

55

56

Nighttime Mobilization

On-Site Mobilization

Lump Sum

Lump Sum

\$4,250.00

\$900.00

VENDOR'S NAME: KELLY I	PAVING, INC.	
Vendor's Base of Operations:	CAMDEN MATERIALS	
(Please provide physical address):	202 HICKORY STREET	
	PARKERSBURG, WV 26101	

<u>Vendor Instructions:</u> Vendor shall first list their name and Base of Operations physical address applicable to ATT A in the spaces above. If the vendor has multiple Base of Operations location addresses, vendor may insert additional lines. Vendor shall then mark with an "X" the counties that correspond with the bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set. Vendor must bid all Traffic Control Contract Items in Part I below. Vendors may bid any or all categories of work in Part II, Part III, or Part IV below, but must bid all Contract Items within a category of work to be awarded a contract.

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Dis	trict 1	Dis	strict 2	Dis	strict 3	Dis	strict 4	Dis	trict 5	Dis	strict 6	Dis	strict 7	Dis	trict 8	Dişt	trict 9	Di	strict 10
	Boone		Cabell	X	Calhoun		Doddridge		Berkeley		Brooke		Barbour		Pendleton		Fayette		McDowel
	Clay	_	Lincoln	X	Jackson		Harrison		Grant		Hancock		Braxton		Pocahontas		Greenbrier		Mercer
	Kanawha		Logan		Pleasants		Marion		Hampshire		Marshall		Gilmer		Randolph		Monroe		Raleigh
	Mason		Mingo		Ritchie		Monongalia		Hardy		Ohio		Lewis		Tucker	L.	Nicholas		Wyoming
	Putnam		Wayne	Х	Roane		Preston		Jefferson		Tyler		Upshur				Summers		
	-		-		Wirt		Taylor		Mineral		Wetzel		Webster						
					Wood		_		Morgan				_						

Part I - Traffic Control \*required

Contract Item #	Contract Item Description	Unit of Measure	List Price
1	Pilot Truck and Driver	Day	\$1,200.00
2	Traffic Control Devices	Unit	\$1.50
3	Flagger	Hour	\$80.00
4	Arrow Board	Day	\$40.00

Part II - Ditching Maintenance & Repair

Contract Item #	Contract Item Description	Unit of Measure	List Price
5	Ditching	Shoulder Mile	\$7,500.00
6	Correcting Deep Ditches	Ton	\$114.00
7	Restoring Shoulders and Shoulder Stone	Ton	\$114.00
8	Shoulder Stone Placement	Ton	\$66.00
9	Ditching Haul by Vendor for Contract Items 6, 7 & 8, First Ton Mile	Ton Mile	\$3.00
10	Ditching Haul by Vendor for Contract Items 6, 7 & 8, Each Additional Mile	Ton Mile	\$0.32
11	Ditching Waste Haul by Vendor per truck/driver	Hour	\$85.00
12	Daytime Mobilization	Lump Sum	\$3,750.00
13	Nighttime Mobilization	Lump Sum	\$3,750.00
14	On-Site Mobilization	Lump Sum	\$500.00

Contract Item #	Contract Item Description	Unit of Measure	List Price
15	15" Type F Trench	Linear Foot	\$160.00
16	18" Type F Trench	Linear Foot	\$180.00
17	24" Type F Trench	Linear Foot	\$190.00
18	30" Type F Trench	Linear Foot	\$215.00
19	36" Type F Trench	Linear Foot	\$240.00
20	42" Type F Trench	Linear Foot	\$320.00
21	48" Type F Trench	Linear Foot	\$375.00
22	54" Type F Trench	Linear Foot	\$430.00
23	60" Type F Trench	Linear Foot	\$480.00
24	Pipe Repair/Replacement backfill for F Trench (material + delivery first 5 miles)	Cubic Yard	\$250.00

VENDOR'S NAME: KELLY	PAVING, INC.	
Vendor's Base of Operations:	CAMDEN MATERIALS	
(Please provide physical address):	202 HICKORY STREET	
	PARKERSBURG, WV 26101	

<u>Vendor Instructions:</u> Vendor shall first list their name and Base of Operations physical address applicable to ATT A in the spaces above. If the vendor has multiple Base of Operations location addresses, vendor may insert additional lines. Vendor shall then mark with an "X" the counties that correspond with the bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set. Vendor must bid all Traffic Control Contract Items in Part I below. Vendors may bid any or all categories of work in Part II, Part III, or Part IV below, but must bid all Contract Items within a category of work to be awarded a contract.

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District 1		District 2		District 3		District 4		District 5		District 6		District 7		Dist	rict 8	Dist	rict 9	Di	strict 10
Γ	Boone		Cabell	X	Calhoun		Doddridge		Berkeley	П	Brooke		Barbour		Pendleton		Fayette		McDowel
r	Clay		Lincoln	X	Jackson		Harrison		Grant		Hancock		Braxton		Pocahontas		Greenbrier		Mercer
Γ	Kanawha		Logan		Pleasants		Marion		Hampshire		Marshall	L	Gilmer		Randolph		Monroe	L.,	Raleigh
Γ	Mason		Mingo		Ritchie		Monongalia		Hardy		Ohio		Lewis		Tucker		Nicholas	L	Wyoming
r	Putnam		Wayne	X	Roane		Preston		Jefferson		Tyler		Upshur				Summers		
_			•		Wirt		Taylor		Mineral		Wetzel		Webster						
Wood Morgan																			
<del></del>																			
25 Additional Haul per truck load over 5 miles, Backfill for F Trench												Mile		\$0.50					

Lump Sum

\$16,000.00

Part III - Pipe Repair & Replacement (continued)

Safe Access and Egress Surchage depth of 5-foot to 10-foot

Contract Item #	Contract Item Description	Unit of Measure	List Price
27	Safe Access and Egress Surchage depth of 10-foot to 15-foot	Lump Sum	\$32,000.00
28	Safe Access and Egress Surchage depth 15-foot to 20-foot	Lump Sum	\$64,000.00
29	Pipe Repair/Replacement Waste Haul by Vendor per truck/driver	Hour	\$85.00
30	Daytime Mobilization	Lump Sum	\$4,250.00
31	Nighttime Mobilization	Lump Sum	\$5,250.00
32	On-Site Mobilization	Lump Sum	\$900.00

Part IV - Asphalt Pavement Repair

26

Contract Item #	Contract Item Description	Size of Project, per Mile	Unit of Measure	List Price					
33		0-50 SY		\$180.00					
34	Destrois Coursis	51-250 SY	Mile	\$80.00					
35	Pothole Repair	251-500 SY	iville	\$58.00					
36		501 SY or greater							
37		0-50 SY		\$200.00					
38	Base Failure Repair, Asphalt	51-250 SY	Mile	\$96.00					
39		251-500 SY		\$80.00					
40		501 SY or greater		\$58.00					
41		0-50 SY		\$200.00					
42	Boog Failura Bongir, Ctano	51-250 SY	Mile	\$96.00					
43	Base Failure Repair, Stone	251-500 SY	] wille [	\$58.00					
44		501 SY or greater		\$43.00					
45		0-50 SY		\$180.00					
46	Edge Failure Repair	51-250 SY	Mile	\$80.00					
47		251-500 SY	IVIIIE [	\$58.00					
48	]	501 SY or greater		\$52.00					
49	Haul by Vendor First Ton Mile		Ton Mile	\$3.00					
50	Haul by Vendor Each Additional Mile		Ton Mile	\$0.32					

on addresses, vendor may inse is page. If Vendor has varied p ng set. Vendor must bid all Tra	ddress applicable to ATT A in the spaces ort additional lines. Vendor shall then ma oricing per county, Vendor shall complete affic Control Contract Items in Part I belo bid all Contract Items within a category o	ark with e a ow.
ARKERSBURG, WV 26101  Base of Operations physical acome addresses, vendor may inselis page. If Vendor has varied pageset. Vendor must bid all Tra	rt additional lines. Vendor shall then ma pricing per county, Vendor shall complete affic Control Contract Items in Part I belo	ark with e a ow.
Base of Operations physical ac on addresses, vendor may inse is page. If Vendor has varied p ng set. Vendor must bid all Tra	rt additional lines. Vendor shall then ma pricing per county, Vendor shall complete affic Control Contract Items in Part I belo	ark with e a ow.
on addresses, vendor may inse is page. If Vendor has varied p ng set. Vendor must bid all Tra	rt additional lines. Vendor shall then ma pricing per county, Vendor shall complete affic Control Contract Items in Part I belo	ark with e a ow.
need, as per Section 4 of the Co t 5 District 6 District 7 brkeley Brooke Barbou	ontract Specifications.  District 8 District 9 District  Pendleton Fayette Mo	t 10 Dowell
ampshire Marshall Gilmer	Randolph Monroe Ra	rcer leigh roming
fferson Tyler Upshur	Summers	roming
	Hour \$130.00	
	Day \$5,000.00	
t and	beed, as per Section 4 of the Construct 6    Society	keley Brooke Barbour Pendleton Fayette Mc Greenbrier Me Marshall Gilmer Randolph Monroe Ra Ohio Lewis Tucker Nicholas Wy Summers eral Wetzel Webster

Contract Item #	Contract Item Description	Size of Project, per Mile	Unit of Measure	List Price
53	Off-Season Plant Opening Each Additional Day		Day	\$500.00
54	Daytime Mobilization		Lump Sum	\$4,250.00
55	Nighttime Mobilization		Lump Sum	\$5,250.00
56	On-Site Mobilization		Lump Sum	\$900.00

VENDOR'S NAME: KELLY F	PAVING, INC.	
Vendor's Base of Operations:	MARTIN MARIETTA	
(Please provide physical address):	619 SAND HILL WAY	
<u> </u>	PETROLEUM WV 26161	

<u>Vendor Instructions:</u> Vendor shall first list their name and Base of Operations physical address applicable to ATT A in the spaces above. If the vendor has multiple Base of Operations location addresses, vendor may insert additional lines. Vendor shall then mark with an "X" the counties that correspond with the bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set. Vendor must bid all Traffic Control Contract Items in Part I below. Vendors may bid any or all categories of work in Part II, Part III, or Part IV below, but must bid all Contract Items within a category of work to be awarded a contract.

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District 1		District 2		District 3		District 4		District 5		District 6		District 7		District 8		District 9		District 10	
	Boone		Cabell	X	Calhoun	Х	Doddridge		Berkeley		Brooke		Barbour		Pendleton		Fayette		McDowell
	Clay	Г	Lincoln	X	Jackson		Harrison		Grant		Hancock		Braxton		Pocahontas		Greenbrier		Mercer
	Kanawha		Logan	X	Pleasants		Marion		Hampshire	Г	Marshall		Gilmer		Randolph		Monroe		Raleigh
	Mason	Г	Mingo	Х	Ritchie		Monongalia		Hardy		Ohio		Lewis		Tucker		Nicholas		Wyoming
	Putnam	Г	Wayne	X	Roane		Preston		Jefferson	Х	Tyler		Upshur				Summers		
_	_			X	Wirt		Taylor		Mineral	X	Wetzel		Webster						
				x	Wood		-		Morgan		_		_						

Part I - Traffic Control \*required

Contract Item #	Contract Item Description	Unit of Measure	List Price
1	Pilot Truck and Driver	Day	\$1,200.00
2	Traffic Control Devices	Unit	\$1.50
3	Flagger	Hour	\$80.00
4	Arrow Board	Day	\$40.00

Part II - Ditching Maintenance & Repair

Contract Item #	Contract Item Description	Unit of Measure	List Price		
5	Ditching	Shoulder Mile	\$7,500.00		
6	Correcting Deep Ditches	Ton	\$107.00		
7	Restoring Shoulders and Shoulder Stone	Ton	\$107.00		
8	Shoulder Stone Placement	Ton	\$63.00		
9	Ditching Haul by Vendor for Contract Items 6, 7 & 8, First Ton Mile	Ton Mile	\$3.00		
10	Ditching Haul by Vendor for Contract Items 6, 7 & 8, Each Additional Mile	Ton Mile	\$0.32		
11	Ditching Waste Haul by Vendor per truck/driver	Hour	\$85.00		
12	Daytime Mobilization	Lump Sum	\$3,750.00		
13	Nighttime Mobilization	Lump Sum	\$3,750.00		
14	On-Site Mobilization	Lump Sum	\$500.00		

Contract Item #	Contract Item Description	Unit of Measure	List Price
15	15" Type F Trench	Linear Foot	NO BID
16	18" Type F Trench	Linear Foot	NO BID
17	24" Type F Trench	Linear Foot	NO BID
18	30" Type F Trench	Linear Foot	NO BID
19	36" Type F Trench	Linear Foot	NO BID
20	42" Type F Trench	Linear Foot	NO BID
21	48" Type F Trench	Linear Foot	NO BID
22	54" Type F Trench	Linear Foot	NO BID
23	60" Type F Trench	Linear Foot	NO BID
24	Pipe Repair/Replacement backfill for F Trench (material + delivery first 5 miles)	Cubic Yard	NO BID

VENDOR'S NAME: KELLY F	PAVING, INC.	
Vendor's Base of Operations:	MARTIN MARIETTA	
(Please provide physical address):	619 SAND HILL WAY	
	PETROLEUM WV 26161	_
-		

<u>Vendor Instructions:</u> Vendor shall first list their name and Base of Operations physical address applicable to ATT A in the spaces above. If the vendor has multiple Base of Operations location addresses, vendor may insert additional lines. Vendor shall then mark with an "X" the counties that correspond with the bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set. Vendor must bid all Traffic Control Contract Items in Part I below. Vendors may bid any or all categories of work in Part II, Part III, or Part IV below, but must bid all Contract Items within a category of work to be awarded a contract.

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District 1		District 2		District 3		District 4		District 5		District 6		District 7		District 8		District 9			strict 10
Пв	oone [		Cabell	Х	Calhoun	Х	Doddridge		Berkeley		Brooke		Barbour		Pendleton		Fayette		McDowell
Шc	lay		Lincoln	Х	Jackson		Harrison		Grant		Hancock		Braxton		Pocahontas		Greenbrier		Mercer
mк	anawha		Logan	Х	Pleasants		Marion		Hampshire		Marshall		Gilmer		Randolph		Monroe		Raleigh
М	lason		Mingo	Х	Ritchie		Monongalia		Hardy		Ohio		Lewis		Tucker		Nicholas		Wyoming
P	utnam		Wayne	Х	Roane		Preston		Jefferson		Tyler		Upshur				Summers		
	-		•	Х	Wirt		Taylor		Mineral	X	Wetzel		Webster						
				Х	Wood		,		]Morgan										

25	Additional Haul per truck load over 5 miles, Backfill for F Trench	Mile	NO BID
26	Safe Access and Egress Surchage depth of 5-foot to 10-foot	Lump Sum	NO BID

Part III - Pipe Repair & Replacement (continued)

Contract Item #	Contract Item Description	Unit of Measure	List Price
27	Safe Access and Egress Surchage depth of 10-foot to 15-foot	Lump Sum	NO BID
28	Safe Access and Egress Surchage depth 15-foot to 20-foot	Lump Sum	NO BID
29	Pipe Repair/Replacement Waste Haul by Vendor per truck/driver	Hour	NO BID
30	Daytime Mobilization	Lump Sum	NO BID
31	Nighttime Mobilization	Lump Sum	NO BID
32	On-Site Mobilization	Lump Sum	NO BID

itiv - Aspi	nait Pavement Repair							
Contract Item #	Contract Item Description	Size of Project, per Mile						
33		0-50 SY		NO BID				
34	Dethala Panair	51-250 SY	Mile	NO BID				
35	Pothole Repair	251-500 SY	] wille	NO BID				
36		501 SY or greater		NO BID				
37		0-50 SY		NO BID				
38	Base Failure Repair, Asphalt	51-250 SY	Mile	NO BID				
39		251-500 SY	] JAIHIC [	NO BID				
40		501 SY or greater		NO BID				
41		0-50 SY		NO BID				
42	Boon Failura Banair, Stana	51-250 SY	Mile	NO BID				
43	Base Failure Repair, Stone	251-500 SY	I MILIE	NO BID				
44		501 SY or greater		NO BID				
45		0-50 SY		NO BID				
46	Edge Failure Repair	51-250 SY	Mile	NO BID				
47		251-500 SY	] wille [	NO BID				
_48		501 SY or greater		NO BID				
49	Haul by Vendor First Ton Mile		Ton Mile	NO BID				
50	Haul by Vendor Each Additional Mile	<del></del>	Ton Mile	NO BID				

	VENDOR'S NAME:	KELLY PAVING, INC.				
Ve	ndor's Base of Operations:	М	ARTIN MARIETTA			
(Ple	ease provide physical address):	61	9 SAND HILL WAY			
		PET	ROLEUM WV 261			
above. If the an "X" the collection separate set Vendors may to be awarded. This is a multilow bid vendors.	uctions: Vendor shall first list vendor has multiple Base of cunties that correspond with the of Pricing Pages (ATT A) for each bid any or all categories of wild a contract.  Iple vendor award contract. As or per project will be determined antities are not available.	Operations location a e bid prices on this pa each county pricing so ork in Part II, Part III, All qualifying vendors	ddresses, vendor age. If Vendor ha et. Vendor must or Part IV below, meeting the contr	may insert additions varied pricing per bid all Traffic Confused but must bid all Confused act specifications with the second price of the second	nal lines. Vend r county, Vend- trol Contract Ite ntract Items wi will be awarded	dor shall then mark with or shall complete a ems in Part I below. thin a category of work
District 1  Boone Clay Kanawha Mason Putnam		trict 4 District 5  Doddridge Berkele Harrison Grant Marion Hamps Monongalia Hardy Preston Jeffers Taylor Mineral Morgan	Hancock hire Marshall Ohio Tyler X Wetzel	District 7 Dist  Barbour  Braxton  Gilmer  Lewis  Upshur  Webster	Pendleton	trict 9  District 10  Fayette Greenbrier Monroe Nicholas Summers  District 10  McDowell Mercer Raleigh Wyoming
51	Waste Haul by Vendor per truck/dr	river	-		Hour	NO BID
52	Off-Season Plant Opening First Da	зу			Day	NO BID
Part IV - Asp Contract	halt Pavement Repair (continuo Contract Item Description	nued)		Size of Project,	Unit of Measure	List Price

Contract Item #	Contract Item Description	Size of Project, per Mile	Unit of Measure	List Price
53	Off-Season Plant Opening Each Additional Day		Day	NO BID
54	Daytime Mobilization		Lump Sum	NO BID
55	Nighttime Mobilization		Lump Sum	NO BID
56	On-Site Mobilization		Lump Sum	NO BID

VENDOR'S NAME: KELLY	PAVING, INC.	
Vendor's Base of Operations:	MARTIN MARIETTA	
(Please provide physical address):	99 KANAWHA ST	
	PARKERSBURG WV 26101	

<u>Vendor Instructions:</u> Vendor shall first list their name and Base of Operations physical address applicable to ATT A in the spaces above. If the vendor has multiple Base of Operations location addresses, vendor may insert additional lines. Vendor shall then mark with an "X" the counties that correspond with the bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set. Vendor must bid all Traffic Control Contract Items in Part I below. Vendors may bid any or all categories of work in Part II, Part III, or Part IV below, but must bid all Contract Items within a category of work to be awarded a contract.

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District 1		District 2		District 3		District 4		District 5		District 6		District 7		District 8		District 9		District 10	
	Boone		Cabell	X	Calhoun	X	Doddridge		Berkeley		Brooke		Barbour		Pendleton		Fayette		McDowel
	Clay		Lincoln	X	Jackson		Harrison		]Grant		Hancock		Braxton		Pocahontas		Greenbrier		Mercer
	Kanawha		Logan	X	Pleasants		Marion		Hampshire		Marshail		Gilmer	<u></u>	Randolph		Monroe	_	Raleigh
	Mason	Г	Mingo	X	Ritchie		Monongalia		Hardy		Ohio		Lewis	L	Tucker		Nicholas	L	Wyoming
	Putnam		Wayne	X	Roane		Preston		] Jefferson	Х	Tyler		Upshur				Summers		
	_		•	X	Wirt		Taylor		Mineral	X	Wetzel		Webster						
				X	Wood		-		Morgan		_		_						

Part I - Traffic Control \*required

Contract Item #	Contract Item Description	Unit of Measure	List Price
1	Pilot Truck and Driver	Day	\$1,200.00
2	Traffic Control Devices	Unit	\$1.50
3	Flagger	Hour	\$80.00
4	Arrow Board	Day	\$40.00

Part II - Ditching Maintenance & Repair

Contract Item #	Contract Item Description	Unit of Measure	List Price
5	Ditching	Shoulder Mile	\$7,500.00
6	Correcting Deep Ditches	Ton	\$114.00
7	Restoring Shoulders and Shoulder Stone	Ton	\$114.00
8	Shoulder Stone Placement	Ton	\$66.00
9	Ditching Haul by Vendor for Contract Items 6, 7 & 8, First Ton Mile	Ton Mile	\$3.00
10	Ditching Haul by Vendor for Contract Items 6, 7 & 8, Each Additional Mile	Ton Mile	\$0.32
11	Ditching Waste Haul by Vendor per truck/driver	Hour	\$85.00
12	Daytime Mobilization	Lump Sum	\$3,750.00
13	Nighttime Mobilization	Lump Sum	\$3,750.00
14	On-Site Mobilization	Lump Sum	\$500.00

Contract Item #	Contract Item Description	Unit of Measure	List Price
15	15" Type F Trench	Linear Foot	NO BID
16	18" Type F Trench	Linear Foot	NO BID
17	24" Type F Trench	Linear Foot	NO BID
18	30" Type F Trench	Linear Foot	NO BID
19	36" Type F Trench	Linear Foot	NO BID
20	42" Type F Trench	Linear Foot	NO BID
21	48" Type F Trench	Linear Foot	NO BID
22	54" Type F Trench	Linear Foot	NO BID
23	60" Type F Trench	Linear Foot	NO BID
24	Pipe Repair/Replacement backfill for F Trench (material + delivery first 5 miles)	Cubic Yard	NO BID

Vendor's Base of Operations:	MARTIN MARIETTA
(Please provide physical address):	99 KANAWHA ST
	PARKERSBURG WV 26101

Vendor Instructions: Vendor shall first list their name and Base of Operations physical address applicable to ATT A in the spaces above. If the vendor has multiple Base of Operations location addresses, vendor may insert additional lines. Vendor shall then mark with an "X" the counties that correspond with the bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set. Vendor must bid all Traffic Control Contract Items in Part I below. Vendors may bid any or all categories of work in Part II, Part III, or Part IV below, but must bid all Contract Items within a category of work to be awarded a contract.

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District 1		District 2		District 3		District 4		District 5		District 6		District 7		District 8		Dis.	trict 9	District 10		
	Boone		Cabell	_	Calhoun	Х	Doddridge		Berkeley		Brooke		Barbour		Pendleton		Fayette		McDowell	
	Clay	l	Lincoln	X.	Jackson		Harrison		Grant	<u></u>	Hancock	┖	Braxton		Pocahontas		Greenbrier		Mercer	
	Kanawha		Logan	X	Pleasants		Marion		]Hampshire		Marshall		Gilmer		Randolph		Monroe	L	Raleigh	
	Mason		Mingo	X	Ritchie		Monongalia		Hardy		Ohio		Lewis		Tucker		Nicholas	L	Wyoming	
	Putnam		Wayne	X	Roane	匸	Preston		Jefferson	X	Tyler		Upshur				Summers			
	•		-	Х	Wirt		Taylor		Mineral	X	Wetzel		Webster							
				X	Wood	-	_		Morgan											

25	Additional Haul per truck load over 5 miles, Backfill for F Trench	Mile	NO BID
26	Safe Access and Egress Surchage depth of 5-foot to 10-foot	Lump Sum	NO BID

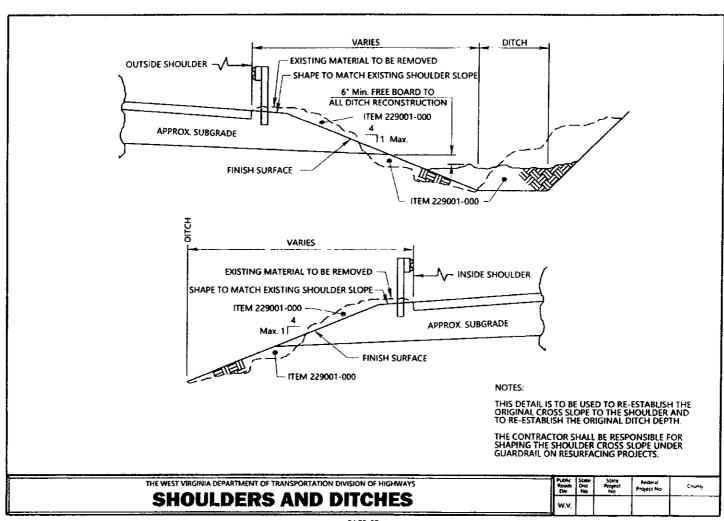
Part III - Pipe Repair & Replacement (continued)

Contract Item #	Contract Item Description	Unit of Measure	List Price
27	Safe Access and Egress Surchage depth of 10-foot to 15-foot	Lump Sum	NO BID
28	Safe Access and Egress Surchage depth 15-foot to 20-foot	Lump Sum	NO BID
29	Pipe Repair/Replacement Waste Haul by Vendor per truck/driver	Hour	NO BID
30	Daytime Mobilization	Lump Sum	NO BID
31	Nighttime Mobilization	Lump Sum	NO BID
32	On-Site Mobilization	Lump Sum	NO BID

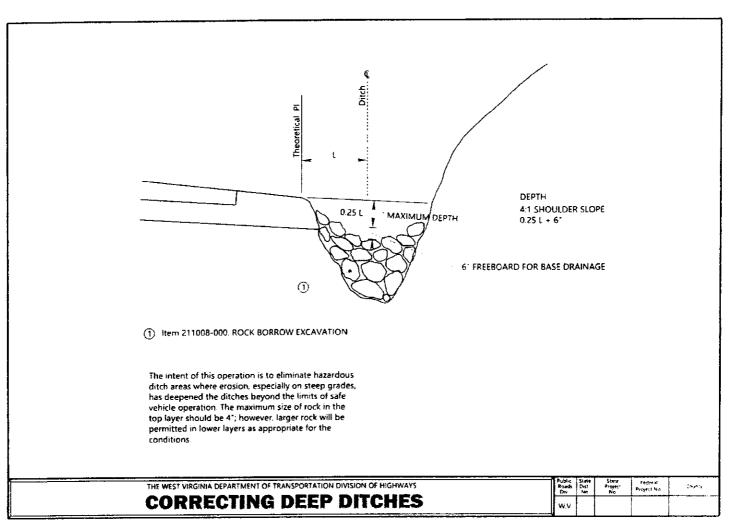
Contract Item #	Contract Item Description	Size of Project, per Mile	Unit of Measure	List Price
33		0-50 SY		NO BID
34	Pethata Panair	51-250 SY	Mile	NO BID
35	Pothote Repair	251-500 SY	IVIIIE [	NO BID
36	6			NO BID
37		0-50 SY	1	NO BID
38	Base Failure Repair, Asphalt	51-250 SY	Mile	NO BID
39		251-500 SY	IVIII <del>C</del>	NO BID
40		501 SY or greater		NO BID
41		0-50 SY	Mile	NO BID
42	Book Failure Bookin Stane	51-250 SY		NO BID
43	Base Failure Repair, Stone	251-500 SY		NO BID
44		501 SY or greater		NO BID
45		0-50 SY		NO BID
46	Edge Failure Repair	51-250 SY	Mile	NO BID
47	1	251-500 SY	I WILL	NO BID
48		501 SY or greater		NO BID
49	Haul by Vendor First Ton Mile		Ton Mile	NO BID
50	Haul by Vendor Each Additional Mile		Ton Mile	NO BID

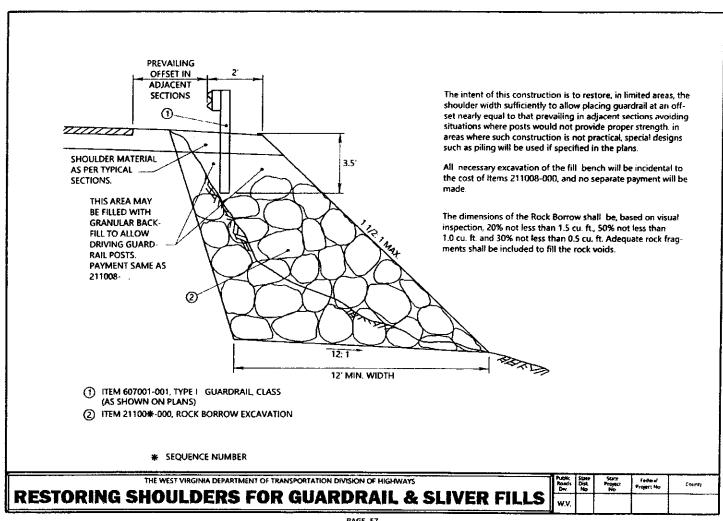
	VENDOR'S NAME	: KELLY PAVI	NG, INC.						
V	endor's Base of Operations	:	MARTIN MARIETTA			<u> </u>			
(P	lease provide physical address):	:	99 K	ANAWHA ST					
			PARKERS	SBURG WV 26	<u> </u>				
above. If the an "X" the consequence set Vendors mand to be awarded. This is a mullow bid vendors.	ructions: Vendor shall first lie vendor has multiple Base of punties that correspond with the of Pricing Pages (ATT A) for y bid any or all categories of ved a contract.  Itiple vendor award contract. Itiple vendor award contract.	Operations to the bid prices of each county work in Part II, All qualifying	ocation addressor this page. pricing set. Part III, or F	esses, vendo If Vendor have Vendor mus Part IV below, eting the cont	r ma as va t bid but	y insert addition aried pricing pe I all Traffic Cont must bid all Co specifications v	nal lines. Vend r county, Vend rol Contract Ite ntract Items wi vill be awarded	for shall ther or shall com oms in Part I thin a catego	n mark with plete a below. ory of work
District 1		istrict 4 L	District 5	District 6	Disi	trict 7 Dist	rict 8 Dist	rict 9 D	istrict 10
Boone Clay Kanawha Mason Putnam		Doddridge Harrison Marion Monongalia Preston Taylor	Berkeley Grant Hampshire Hardy Jefferson	Brooke Hancock Marshall Ohio X Tyler Wetzel		Barbour Braxton Gilmer Lewis Upshur Webster	Pendleton Pocahontas Randolph Tucker	Fayette Greenbrier Monroe Nicholas Summers	McDowell Mercer Raleigh Wyoming
51	Waste Haul by Vendor per truck/o	driver				*****	Hour	NO BID	
52	Off-Season Plant Opening First D	)ay					Day	NO BID	
Part IV - Ass	phalt Pavement Repair (cont	tinued)							
Contrac Item #						Size of Project, per Mile	Unit of Measure	List Price	
53	Off-Season Plant Opening Each A	Additional Day					Dav	NO BID	1

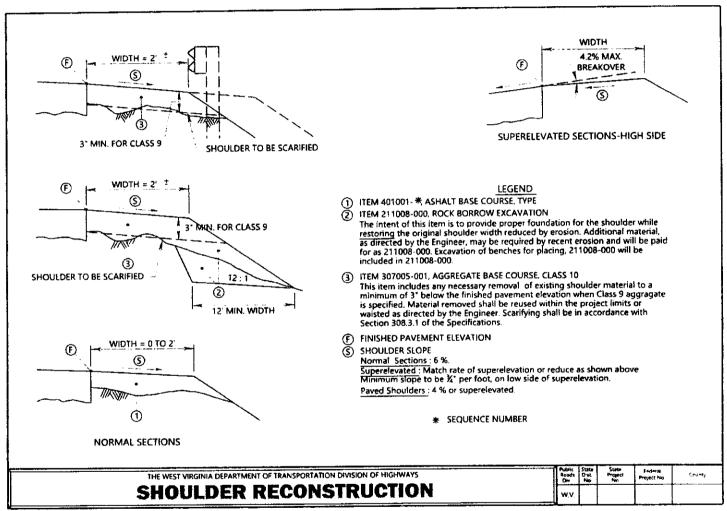
Contract Item #	Contract Item Description	Size of Project, per Mile	Unit of Measure	List Price
53	Off-Season Plant Opening Each Additional Day	-	Day	NO BID
54	Daytime Mobilization		Lump Sum	NO BID
55	Nighttime Mobilization		Lump Sum	NO BID
56	On-Site Mobilization		Lump Sum	NO BID

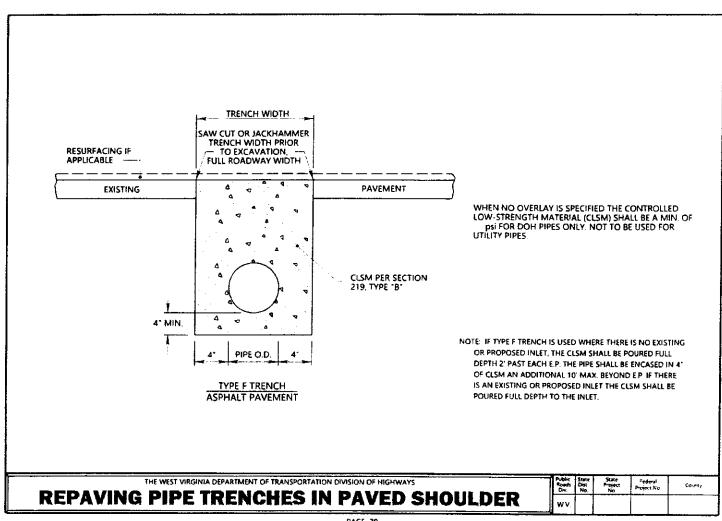


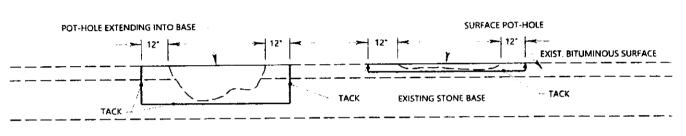
PAGE 37











(ELEVATION VIEW)

THE SIDES AND BOTTOMS MUST BE CLEANED AFTER THE HOLE IS SHAPED TO FROM A SQUARE OR RECTANGLE WHOSE SIDES ARE PARALLEL OR AT RIGHT ANGLES TO THE DIRECTION OF TRAFFIC WITH THE EDGES NEAT AND AS NEARLY VERTICAL AS POSSIBLE

THE EXISTING BASE WILL BE REPLACED WITH ASPHALT.

THE REMAINING SURFACE POT-HOLE WILL BE FILLED WITH ASPHALT BASE COURSE TYPE MEETING REQUIREMENTS OF SECTION 401 OF THE SPECS. ENOUGH MATERIAL MUST BE USED TO BRING THE SURFACE OF REPAIR ABOUT ½" ABOVE THE LEVEL OF THE ORIGINAL PAVEMENT TO ALLOW FOR FURTHER COMPACTION BY TRAFFIC AND/OR RESURFACING.

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS

POT-HOLE REPAIR DETAIL

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS

WV. 1500-1700

WV. 1500-1700

WV. 1500-1700

FORCE TO STATE OF TRANSPORTATION DIVISION OF HIGHWAYS

WV. 1500-1700

WV. 1500-1700

FORCE TO STATE OF TRANSPORTATION DIVISION OF HIGHWAYS

WV. 1500-1700

FORCE TO STATE OF TRANSPORTATION DIVISION OF HIGHWAYS

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FORCE TO STATE OF TRANSPORTATION DIVISION OF HIGHWAYS

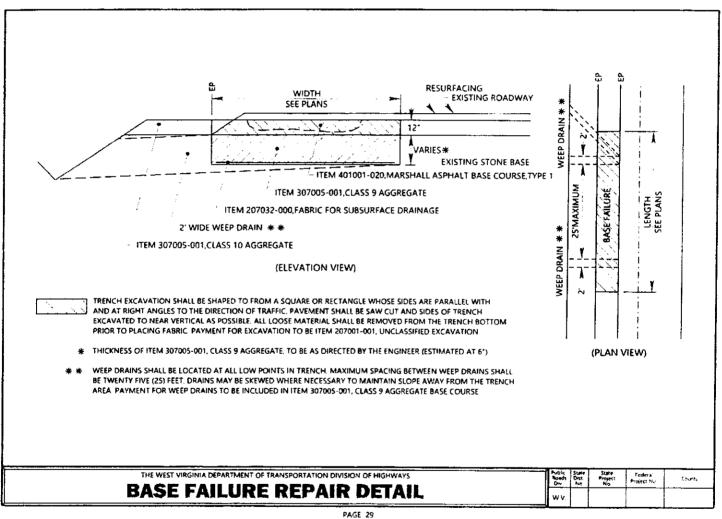
WV. 1500-1700

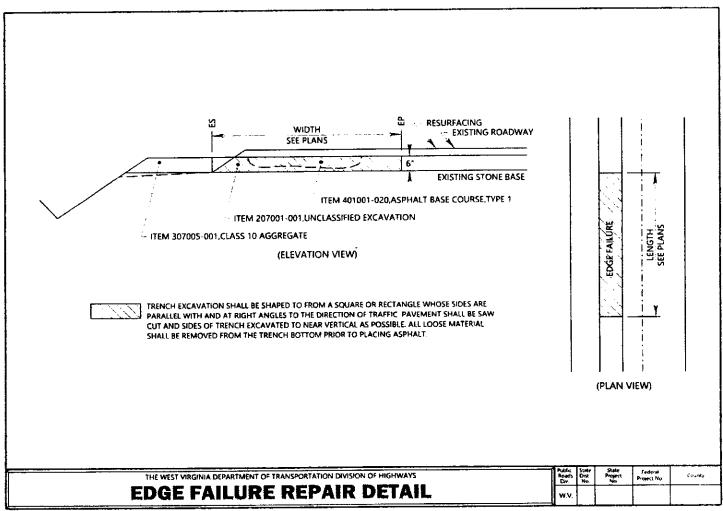
FORCE TO STATE OF TRANSPORTATION DIVISION OF HIGHWAYS

WV. 1500-1700

FORCE TO STATE OF TRANSPORTATION DIVISION OF HIGHWAYS

FORCE TO STATE OF TRANSPORTATION DIVISION OF TRANSPORTATION DIVISION OF TRANSPORTATION DIVISION DIVISION







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

Proc Folder:

1593441

Doc Description: Ditch, Pipe and Asphalt Repair and Maintenance by the Vendor

Reason for Modification:

Addendum 01

To attach responses to questions

from vendors and revised

specifications.

Proc Type:

2025-01-15

Agency Master Agreement

Date Issued **Solicitation Closes** 

> 2025-01-23 10:30 ARFQ

0803

Solicitation No

DOT2500000026

Version

2

**BID RECEIVING LOCATION** 

PROCUREMENT DIVISION

**DIVISION OF HIGHWAYS** 

**BLDG 6 RM 340A** 

1900 KANAWHA BLVD E

CHARLESTON

WV 25305

US

### VENDOR

Vendor Customer Code: 0000000203375

Vendor Name:

KELLY PAVING, INC.

Address:

P.O. BOX 366

Street :

City: WILLIAMSTOWN

State: WEST VIRGINIA

Country: USA

Zip: 26187

Principal Contact: ROGER THOMAS

Vendor Contact Phone: 304-424-7353

Extension:

FOR INFORMATION CONTACT THE BUYER

Jeromie F Lanham 304-720-7383

jeromie.f.lanham@wv.gov

Vendor Signature X

FEIN# 55-0583614

DATE 1/23/25

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

Date Printed: Jan 15, 2025

Page 1

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

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ARFQ DOT2500000026

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)
Addendum No. 1  Addendum No. 6  Addendum No. 2  Addendum No. 7  Addendum No. 3  Addendum No. 8  Addendum No. 4  Addendum No. 9  Addendum No. 5  Addendum No. 10
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.
KELLY PAVING, INC.
Roger Thomas Authorized Signature
1/23/25
Date
NOTE: This addendum acknowledgement should be submitted with the bid to expedite

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

# **CONTRACTOR LICENSE**

AUTHORIZED BY THE

West Virginia Contractor Licensing Board

NUMBER:

WV001884

### CLASSIFICATION:

GENERAL ENGINEERING SPECIALTY

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

DATE ISSUED

EXPIRATION DATE

Authorized Signature

Roger Ileanso

Chair, West Virginia Contractor Licensing Board

CENSING BOARD

WEST VIRGINIA

CONTRACTOR LICENSING

A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/17/2025

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 have ADDITIONAL INSURED provisions or 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).

The state of the s	HOIMON III NOG ON OC	aon endorsement(s).				
PRODUCER Assured Portners of Ohio LLC Dishfield	-	CONTACT Lisa Trnian				
AssuredPartners of Ohio LLC, Richfield 3900 Kinross Lakes Parkway #300		PHONE (A/C, No. Ext): 800-860-0090	FAX (A/C, No): 440-356-2126			
Richfield OH 44286		E-MAIL ADDRESS: Lisa.Trnian@assuredpartners.com				
		INSURER(S) AFFORDING COVERAGE	NAIC#			
		INSURER A : Cincinnati Insurance Company	10677			
INSURED Kelly Paving, Inc	SHEL&SA-23	INSURER B : American Guarantee & Liab Ins	26247			
P.O. Box 366		INSURER c : Travelers Property Casualty Co Ameri	ca 25674			
Williamstown WV 26187		ınsurer o : PinnaclePoint Insurance Company	15137			
		INSURER E :				
		INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 208682044

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 INSURED AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REPUBLED BY PARADICIAM OF SUCH POLICIES.

ISR TR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	Y	ENP0609842	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
	X XCU Not Excluded					MED EXP (Any one person)	\$ 10,000
-						PERSONAL & ADV INJURY	\$ 1,000,000
-	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
-	POLICY X PRO- X LOC	İ				PRODUCTS - COMP/OP AGG	\$ 2,000,000
_	OTHER:						\$
١ ١	AUTOMOBILE LIABILITY		ENP0609842	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	X <sub>HCPD</sub>						\$
۱	X UMBRELLA LIAB X OCCUR		EUP0573222	4/1/2024	4/1/2025	EACH OCCURRENCE	\$ 5,000,000
-	EXCESS LIAB CLAIMS-MADE					AGGREGATE	s 5,000,000
	DED RETENTION\$					i	S
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		ENP0609842	4/1/2024	4/1/2025	PER X OTH-	OH Employer Liat
	ANYPROPRIETOR/PARTNER/EXECUTIVE -	N/A				E.L. EACH ACCIDENT	s 1,000,000
	(Mandatory in NH)  If yes, describe under	l		j	,	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
4	DÉSCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	s 1,000,000
3	Excess Liab Work Comp VV Leased/Rented Equip		AEC011342109 WCP7006837 QT6604827A339TIL	4/1/2024 4/1/2024 4/1/2024	4/1/2025 4/1/2025 4/1/2025	XS Liab 10x5 Work Comp WV Leased/Rented Equip	10,000,000 Statutory 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROOF for BIDDING: Certificate of Insurance is for "Proof of Coverage" only. A revised Certificate will be issued, per the final contract, if awarded the project, subject to terms and conditions of the policy.

BID PROJECT: ARFQ 0803 DOT2500000026 DITCH, PIPE AND ASPHALT REPAIR AND MAINTENANCE BY THE VENDOR

State of West Virginia Procurement Division and Division of Highways will be including as Additional Insured under General Liability for ongoing ops and completed ops when required by written contract, per the final contract, if awarded the project, subject to terms and conditions of the policy.

CERTIFICATE HOLDER	
CERTIFICATE HOLDER	CANCELLATION
WV Procurement Division, Division of Highways 1900 Kanawha Blvd E, Bldg 6, RM 340A Charleston WV 25305	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

VENDOR'S NAME: KELLY PAVING, INC.

Vendor's Base of Operations: MARTIN MARIETTA

(Please provide physical address): 99 KANAWHA ST

PARKERSBURG WV 26101

<u>Vendor Instructions:</u> Vendor shall first list their name and Base of Operations physical address applicable to ATT A in the spaces above. If the vendor has multiple Base of Operations location addresses, vendor may insert additional lines. Vendor shall then mark with an "X" the counties that correspond with the bid prices on this page. If Vendor has varied pricing per county, Vendor shall complete a separate set of Pricing Pages (ATT A) for each county pricing set. Vendor must bid all Traffic Control Contract Items in Part I below. Vendors may bid any or all categories of work in Part II, Part III, or Part IV below, but must bid all Contract Items within a category of work to be awarded a contract.

This is a multiple vendor award contract. All qualifying vendors meeting the contract specifications will be awarded with a contract. The low bid vendor per project will be determined at the time of need, as per Section 4 of the Contract Specifications. Estimated quantities are not available.

District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9	District 10
Boone	Cabell	X Calhoun	X Doddridge	Berkeley	Brooke	Barbour	Pendleton	Fayette	McDowell
Clay	Lincoln	X Jackson	Harrison	Grant	Hancock	Braxton	Pocahontas	Greenbrier	Mercer
Kanawha	Logan	X Pleasants	Marion	Hampshire	Marshall	Gilmer	Randolph	Monroe	Raleigh
Mason	Mingo	X Ritchie	Monongalia	Hardy	Ohio	Lewis	Tucker	Nicholas	Wyoming
Putnam	Wayne	X Roane	Preston	Jefferson	X Tyler	Upshur	<u> </u>	Summers	
<u></u>	•	X Wirt	Taylor	Mineral	X Wetzel	Webster		·	
		X Wood		Morgan					

#### Part I - Traffic Control \*required

Contract Item #	Contract Item Description	Unit of Measure	List Price
1	Pilot Truck and Driver	Day	\$1,200.00
2	Traffic Control Devices	Unit	\$1.50
3	Flagger	Hour	\$80.00
4	Arrow Board	Day	\$40.00

Part II - Ditching Maintenance & Repair

Contract Item #	Contract Item Description	Unit of Measure	List Price
5	Ditching	Shoulder Mile	\$7,500.00
6	Correcting Deep Ditches	Ton	\$114.00
7	Restoring Shoulders and Shoulder Stone	Ton	\$114.00
8	Shoulder Stone Placement	Ton	\$66.00
9	Ditching Haul by Vendor for Contract Items 6, 7 & 8, First Ton Mile	Ton Mile	\$3.00
10	Ditching Haul by Vendor for Contract Items 6, 7 & 8, Each Additional Mile	Ton Mile	\$0.32
11	Ditching Waste Haul by Vendor per truck/driver	Hour	\$85.00
12	Daytime Mobilization	Lump Sum	\$3,750.00
13	Nighttime Mobilization	Lump Sum	\$3,750.00
14	On-Site Mobilization	Lump Sum	\$500.00

Contract Item #	Contract Item Description	Unit of Measure	List Price
15	15" Type F Trench	Linear Foot	NO BID
16	18" Type F Trench	Linear Foot	NO BID
17	24" Type F Trench	Linear Foot	NO BID
18	30" Type F Trench	Linear Foot	NO BID
19	36" Type F Trench	Linear Foot	NO BID
20	42" Type F Trench	Linear Foot	NO BID
21	48" Type F Trench	Linear Foot	NO BID
22	54" Type F Trench	Linear Foot	NO BID
23	60" Type F Trench	Linear Foot	NO BID
24	Pipe Repair/Replacement backfill for F Trench (material + delivery first 5 miles)	Cubic Yard	NO BID

VENDOR'S NAME: KELLY PAVING, INC.

Vendor's Base of Operations: MARTIN MARIETTA

(Please provide physical address): 99 KANAWHA ST

PARKERSBURG WV 26101

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Distr	rict 1	Dis	strict 2	Dis	strict 3	Dis	strict 4	Dis	trict 5	Dis	strict 6	D	istrict 7	Dist	rict 8	Disi	trict 9	Di	strict 10
	Boone Clay Kanawha Mason Putnam		Cabell Lincoln Logan Mingo Wayne	X X X X	Calhoun Jackson Pleasants Ritchie Roane Wirt Wood	X	Doddridge Harrison Marion Monongalia Preston Taylor		Berkeley Grant Hampshire Hardy Jefferson Mineral Morgan	X	Brooke Hancock Marshall Ohio Tyler Wetzel		Barbour Braxton Gilmer Lewis Upshur Webster		Pendleton Pocahontas Randolph Tucker		Fayette Greenbrier Monroe Nicholas Summers		McDowel Mercer Raleigh Wyoming
	25 26	_			<u> </u>		nd over 5 m		•						Mile Lump Sur	n	NO BID		

#### Part III - Pipe Repair & Replacement (continued)

Contract Item #	Contract Item Description	Unit of Measure	List Price
27	Safe Access and Egress Surchage depth of 10-foot to 15-foot	Lump Sum	NO BID
28	Safe Access and Egress Surchage depth 15-foot to 20-foot	Lump Sum	NO BID
29	Pipe Repair/Replacement Waste Haul by Vendor per truck/driver	Hour	NO BID
30	Daytime Mobilization	Lump Sum	NO BID
31	Nighttime Mobilization	Lump Sum	NO BID
32	On-Site Mobilization	Lump Sum	NO BID

Contract Item #	Contract Item Description	Size of Project, per Mile	Unit of Measure	List Price
33		0-50 SY		NO BID
34	Dethala Danair	51-250 SY	Mile	NO BID
35	Pothole Repair	251-500 SY	Mile	NO BID
36		501 SY or greater		NO BID
37		0-50 SY		NO BID
38	Base Failure Repair, Asphalt	51-250 SY	Mile	NO BID
39		251-500 SY	iville	NO BID
40		501 SY or greater		NO BID
41		0-50 SY		NO BID
42	ase Failure Repair, Stone	51-250 SY	Mile	NO BID
43	Todase railule Nepalli, Stolle	251-500 SY	iville	NO BID
44		501 SY or greater		NO BID
45		0-50 SY		NO BID
46	Edge Failure Repair	51-250 SY	Mile	NO BID
47		251-500 SY	iville	NO BID
48		501 SY or greater		NO BID
49	Haul by Vendor First Ton Mile		Ton Mile	NO BID
50	Haul by Vendor Each Additional Mile		Ton Mile	NO BID

VENDOR'S NAME: KELLY PAVING, INC.

Vendor's Base of Operations: MARTIN MARIETTA

(Please provide physical address): 99 KANAWHA ST

PARKERSBURG WV 26101

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Mas	one ly nawha	Lir Lo	abell ncoln ogan ingo	X X X X	trict 3 Calhoun Jackson Pleasants Ritchie Roane Wirt		trict 4  Doddridge Harrison Marion Monongalia Preston Taylor		Berkeley Grant Hampshire Hardy Jefferson Mineral	X	Brooke Hancock Marshall Ohio Tyler Wetzel	Barbour Braxton Gilmer Lewis Upshur Webster	 Prict 8 Pendleton Pocahontas Randolph Tucker	Fayette Greenbrier Monroe Nicholas Summers		McDowell Mercer Raleigh Wyoming
					Wood		1	_	Morgan	<u> </u>	]	 _ · · · • · • · · · · ·				
	51 Waste Haul by Vendor per truck/driver												Hour	NO BID	)	
	52	Off-Se	eason Pl	ant	Opening Fire	st Da	ау						Day	NO BID	)	

#### Part IV - Asphalt Pavement Repair (continued)

Contract Item #	Contract Item Description	Size of Project, per Mile	Unit of Measure	List Price
53	Off-Season Plant Opening Each Additional Day		Day	NO BID
54	Daytime Mobilization		Lump Sum	NO BID
55	Nighttime Mobilization		Lump Sum	NO BID
56	On-Site Mobilization		Lump Sum	NO BID