

# 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 ESR01232500000004467	1

**VENDOR** 

000000185024

WOLFES EXCAVATING LLC

Solicitation Number: ARFQ 0803 DOT2500000026

Total Bid: 0 Response Date: 2025-01-23 Response Time: 08:02:24

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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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	1.000000	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
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 FORM ID: WV-PRC-SR-001 2020/05



# State of West Virginia Agency Request for Quote Highways

Proc Folder: 1593441 Reason for Modification:

**Doc Description:** Ditch, Pipe and Asphalt Repair and Maintenance by the Vendor Addendum 01

To attach responses to questions

from vendors and revised

specifications.

**Proc Type:** Agency Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2025-01-15
 2025-01-23
 10:30
 ARFQ
 0803
 DOT2500000026
 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: 185024

Vendor Name: Wolfe's Excavating, LLC

Address: 70

Street: Columbia Blvd

City: Clarksburg

State: WV Country: USA Zip: 26301

Principal Contact: Justin Hayes

Vendor Contact Phone: 304-842-9050 Extension:

FOR INFORMATION CONTACT THE BUYER

Jeromie F Lanham 304-720-7383

jeromie.f.lanham@wv.gov

Vendor Fustin Hayes
Signature X

**FEIN#** 412244116

**DATE** 1/23/2025

 Date Printed:
 Jan 15, 2025
 Page 1
 FORM ID: WV-PRC-ARFQ-002 2020/05

#### **ADDITIONAL INFORMATION**

# **ADDENDUM**

#### ADDENDUM 1 IS ISSUED FOR THE FOLLOWING REASONS:

#### 1. TO ATTACH RESPONSES TO QUESTIONS FROM VENDORS

#### 2. TO ATTACH REVISED SPECIFICATIONS

#### NO OTHER CHANGES

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

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				

# **Extended Description:**

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

INVOICE TO		SHIP TO		
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS		
	OPDEP	AS INDICATED BY ORE	)ED	
AS INDICATED BY ORDER		AS INDICATED BY ORE	)LIX	
No City	WV	No City	WV	
LIS		LIS		

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:**

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

 Date Printed:
 Jan 15, 2025

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

INVOICE TOSHIP TOVARIOUS AGENCY<br/>LOCATIONSVARIOUS AGENCY<br/>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	<b>Total Price</b>
3	Traffic Flagger	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
46161500				

#### **Extended Description:**

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
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	<b>Unit Price</b>	Total Price
4	Arrow Board	0.00000	DAY		

Comm Code	Manufacturer	Specification	Model #	
46161500				

# **Extended Description:**

INVOICE TO SHIP TO

VARIOUS AGENCY LOCATIONS 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
5	Ditching (Shoulder Mile)	0.00000	MILE		

Comm Code	Manufacturer	Specification	Model #	
72141003				

# **Extended Description:**

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	
US		US		

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

Comm Code	Manufacturer	Specification	Model #	
72141003				

# **Extended Description:**

INVOICE TO SHIP TO

VARIOUS AGENCY

VARIOUS AGENCY

LOCATIONS

AS INDICATED BY ORDER

LOCATIONS LOCATIONS

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:**

AS INDICATED BY ORDER

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
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	<b>Unit Price</b>	<b>Total Price</b>
8	Shoulder Stone Placement	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
72141003				

# **Extended Description:**

INVOICE TOSHIP TOVARIOUS AGENCY<br/>LOCATIONSVARIOUS AGENCY<br/>LOCATIONSAS INDICATED BY ORDERAS 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	0.00000	MILE		
	(Ton Mile)				

Comm Code	Manufacturer	Specification	Model #	
72141003				

# **Extended Description:**

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
US		US	

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				

# **Extended Description:**

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:**

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
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	<b>Unit Price</b>	<b>Total Price</b>
12	Ditching Daytime Mobilization	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
24000000				

# **Extended Description:**

INVOICE TO SHIP TO

VARIOUS AGENCY LOCATIONS VARIOUS AGENCY LOCATIONS

AS INDICATED BY ORDER
AS INDICATED BY ORDER

No City WV No City WV

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	<b>Total Price</b>
13	Ditching Nighttime 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 LOCATIONS		VARIOUS AGENCY LOCATIONS	
AS INDICATED BY ORDER		AS INDICATED BY ORDER	
No City	WV	No City	WV
US		US	

Comm Ln Desc	Qty	Unit Issue	Unit Price	<b>Total Price</b>
Ditching On-Site Mobilization	0.00000	LS		
			•••	

Comm Code	Manufacturer	Specification	Model #	
24000000				

# **Extended Description:**

No City WV No City WV

US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	<b>Total Price</b>
15	15" 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		SHIP TO		
VARIOUS AGENCY LOCATIONS		VARIOUS AGENCY LOCATIONS		
AS INDICATED BY OR	RDER	AS INDICATED BY ORDER	2	
No City	WV	No City	WV	
US		US		

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:**

No City WV No City WV US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	<b>Total Price</b>
17	24" 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		SHIP TO		
VARIOUS AGENCY LOCATIONS		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
18	30" Type F Trench	0.00000	LF		

Comm Code	Manufacturer	Specification	Model #	
72141100				

# **Extended Description:**

INVOICE TOSHIP TOVARIOUS AGENCY<br/>LOCATIONSVARIOUS AGENCY<br/>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	<b>Total Price</b>
19	36" 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		SHIP TO	
VARIOUS AGENCY LOCATIONS		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
20	42" Type F Trench	0.00000	LF		

Comm Code	Manufacturer	Specification	Model #	
72141100				

# **Extended Description:**

No City WV No City WV

US US

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:**

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
US		US	

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

Comm Code	Manufacturer	Specification	Model #	
72141100				

# **Extended Description:**

INVOICE TOSHIP TOVARIOUS AGENCY<br/>LOCATIONS<br/>AS INDICATED BY ORDERVARIOUS AGENCY<br/>LOCATIONS<br/>AS INDICATED BY ORDER

No City WV No City WV US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	<b>Total Price</b>
23	60" 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		SHIP TO		
VARIOUS AGENCY LOCATIONS		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
24	Pipe Repair/Replacement backfill for F Trench	0.00000	CY		
	(mat+first5mi)				

Comm Code	Manufacturer	Specification	Model #	
72141100				

# **Extended Description:**

No City WV No City WV US US

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				

# **Extended Description:**

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	
US		US		

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				

# **Extended Description:**

INVOICE TOSHIP TOVARIOUS AGENCY<br/>LOCATIONSVARIOUS AGENCY<br/>LOCATIONSAS INDICATED BY ORDERAS INDICATED BY ORDER

No City WV No City WV US US

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 #	
72141100				

# **Extended Description:**

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	
US		US		

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

Comm Code	Manufacturer	Specification	Model #	
72141100				

# **Extended Description:**

No City WV No City WV US US

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				

# **Extended Description:**

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
US		US	

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:**

No City WV No City WV

US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Pipe Repair/Replacement Nighttime 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 LOCATIONS		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
32	Pipe Repair/Replacement On-Site Mobilization	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
24000000				

# **Extended Description:**

No City WV No City WV US US

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:**

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	
US		US		

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

Comm Code	Manufacturer	Specification	Model #	
72141100				

## **Extended Description:**

No City WV No City WV US US

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

Comm Code	Manufacturer	Specification	Model #	
72141100				

# **Extended Description:**

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	
US		US		

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				

# **Extended Description:**

**INVOICE TO SHIP TO VARIOUS AGENCY VARIOUS AGENCY** 

AS INDICATED BY ORDER

**LOCATIONS LOCATIONS** 

No City WV No City WV

US US

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:**

AS INDICATED BY ORDER

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
US		US	

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

Comm Code	Manufacturer	Specification	Model #	
72141100				

# **Extended Description:**

INVOICE TO SHIP TO

VARIOUS AGENCY LOCATIONS 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
39	Waste Haul by Vendor per truck/driver	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
72153507				

# **Extended Description:**

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	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	<b>Unit Price</b>	<b>Total Price</b>
40	Off-Season Plant Opening First Day	0.00000	DAY		

Comm Code	Manufacturer	Specification	Model #	
72141100				

# **Extended Description:**

INVOICE TOSHIP TOVARIOUS AGENCY<br/>LOCATIONSVARIOUS AGENCY<br/>LOCATIONSAS INDICATED BY ORDERAS INDICATED BY ORDER

No City WV No City WV

US US

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

Comm Code	Manufacturer	Specification	Model #	
72141100				

# **Extended Description:**

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	
US		US		

Line	Comm Ln Desc Qty	Unit Issue	<b>Unit Price</b>	<b>Total Price</b>
42	Asphalt Pavement Repair Daytime Mobilization 0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
24000000				

# **Extended Description:**

INVOICE TO SHIP TO

VARIOUS AGENCY LOCATIONS 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
43	Asphalt Pavement Repair Nighttime 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 LOCATIONS		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	<b>Total Price</b>
44	Asphalt Pavement Repair On-Site Mobilization	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
24000000				

# **Extended Description:**

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

# **SCHEDULE OF EVENTS**

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

 Date Printed:
 Jan 15, 2025

 Page 23
 FORM ID: WV-PRC-ARFQ-002 2020/05

# SOLICITATION NUMBER: Addendum Number:

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

Applicab	Applicable Addendum Category:				
]	]	Modify bid opening date and time			
[	]	Modify specifications of product or service being sought			
[	]	Attachment of vendor questions and responses			
[	]	Attachment of pre-bid sign-in sheet			
[	]	Correction of error			
[	]	Other			
Descripti	ion o	of Modification to Solicitation:			

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

## **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

# ATTACHMENT A

# ARFQ DOT2500000026 Ditch, Pipe and Asphalt Repair and Maintenance by Vendor

# Responses to Questions from Vendors

#### **Question 1**

How long will the Contractor have upon notice of the project award to mobilize?

#### Response 1

Once an Agency Delivery Order has been issued to the vendor on a specific project, as per Section 6.1, the vendor will have five (5) days to respond to either accept or reject the work. If accepted, section 6.1.1 allows the WVDOH to negotiate the dates.

Section 5.2.1 states "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."

#### **Question 2**

What is the time allotment for materials procurement, specifically piping?

#### Response 2

The WVDOH is responsible for the procurement of pipe, not the vendor, though the vendor may be required to pick up the pipe from WVDOH and deliver it to the project site.

Section 3.2.3 states: "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."

Section 3.2.3.1 states: "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."

## **Question 3**

Can the Contractor assume the installation of all pipes shall be the open-cut method?

## Response 3

While this contract does not dictate the means and methods, work shall be carried out in accordance with Standard Specs 207, and 604. Pipe Repair & Replacement shall meet the requirements of the Standard Detail for Repaving Pipe Trenches F, EXH 1, Page 5, or as identified by the Delivery Order or the WVDOH District Engineer.

## **Question 4**

Items 33-48 show a Unit of Measure as Miles. Will the item be paid per mile for each "size of project per mile", not by the SY? In essence, the WVDOT will be paying the same price for 2 SY in a mile as they would pay for 50 SY in the same mile?

## Response 4

For Contract Items 33-48, Vendor should provide their bid price per mile, for projects of various sizes. Yes, the WVDOT would be paying the same price for 2 SY in a mile as they would pay for 50 SY in the same mile in your example.

## **Ouestion 5**

Are items 41- 44 <u>Base Failure Repair, Stone</u> utilized in the performance of items 37-40 <u>Base Failure Repair, Asphalt?</u>

## Response 5

Yes, Contract Items 41-44 Base Failure Repair would be utilized in the performance of Contract Items 37-40, but are incidental for Contract Items 37-40 and included within the bid price, as stated in Section 3.2.4.2: "Base Failure bids shall include all labor, equipment, and materials to complete Base Failure Repair..."

## **Question 6**

3.2.4.3 has a NOTE that "Varies" shall mean for every 3 inches of asphalt, there shall be 6 inches of stone, unless specified otherwise by the Engineer. The Base Failure Repair Detail states that the aggregate is estimated at 6". What should we use in estimating to establish our pricing?

## Response 6

Vendor should use the following when estimating: "For every 3 inches of asphalt, there shall be 6 inches of stone, unless specified otherwise by the Engineer." Additional language has been added to the NOTE for situations that significantly exceed the asphalt and/or stone requirements of these sections.

## **Question 7**

Was there any work orders issued utilizing the 2023 "Ditch, Pipe and Asphalt Repair Maintenance by the Vendor" contracts?

## Response 7

Yes, Districts 2, 4 and 6 placed orders under the current contract for Ditching Maintenance & Repair and Pipe Repair & Replacement, and related traffic control. To the best of our knowledge no orders were placed for Asphalt Pavement Repair under the current contract.

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

## **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.
  - **2.2** "ADO" and "Agency Delivery Order" A written order entered by WVDOH 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.
  - **2.3** "Approved Source," "Approved Plant," "Approved Product," or "Approved 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: <a href="https://transportation.wv.gov/highways/mcst/Pages/APL\_By\_Number.aspx">https://transportation.wv.gov/highways/mcst/Pages/APL\_By\_Number.aspx</a>.
  - **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.
- **2.11** "MCS&T" The WVDOH Materials Control, Soil and Testing Division, who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system. Reference: <a href="http://www.transportation.wv.gov/highways/mcst/Pages/default.aspx">http://www.transportation.wv.gov/highways/mcst/Pages/default.aspx</a>.
- 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:
  <a href="https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx">https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx</a>
- **2.13** "Pricing Pages," "Attachment A," and "ATT A" The schedule of prices 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.

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

- 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.
- **2.17** "WVDOH" or "Agency" Interchangeable terms for the West Virginia Division of Highways.

## 3. GENERAL REQUIREMENTS:

**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: <a href="https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/def">https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/def</a> <a href="mailto:ault.aspx">ault.aspx</a>. 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.

- 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.
- Ditching Maintenance & Repair, Contract Items 5 thru 14, shall be 3.2.2 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

## 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.

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

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")

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

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. When Base Failure Repair significantly exceeds these amounts, additional prorated SY may be paid at the discretion and preapproval of 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:
  - Α. 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.
  - В. 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.

3.2.5 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:

- **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.

4.2 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: DOTProcurement@wv.gov.

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.

4.3 Upon award of this contract, the WVDOH **Contract Award Transition:** 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

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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.
- 5.3 Payment: Upon completion of the work indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as 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 (<a href="www.wsao.gov">www.wsao.gov</a>) 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.

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- 6.2 Delivery Time: In accordance with Section 6.1 and the terms of this contract, the 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.
- 6.3 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

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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 Con	Original Contract Amount			
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.

- 6.7 **Return of Unacceptable Items:** The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs Section 105.1, 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.
- 6.8 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

### 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.

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- **7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- **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:	Justin Hayes
Telephone Number:	304-842-9050
Fax Number:	
Email Address: <u>jh</u>	ayes@wolfesexcavating.com

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

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.

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: (Check the box next to each addendu	m received)
[] Addendum No. 1 [] Addendum No. 2 [] Addendum No. 3 [] Addendum No. 4 [] Addendum No. 5  I understand that failure to confirm the standard of the standard o	[] Addendum No. 6 [] Addendum No. 7 [] Addendum No. 8 [] Addendum No. 9 [] Addendum No. 10  The receipt of addenda may be cause for rejection of this bid expresentation made or assumed to be made during any oral presentatives and any state personnel is not binding. Only added to the specifications by an official addendum is
Company Justin Hay	res
Authorized Signature	
Date	

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

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.

Justin Hayes, Project Manager
(Printed Name and Title)
70 Columbia Blvd, Clarksburg, WV 26301
(Address)
304-842-9050
(Phone Number) / (Fax Number)
jhayes@wolfesexcavating.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.

Wolfe's Excavating, LLC
(Company) Justin Hayes
(Signature of Authorized Representative)
Justin Hayes, Project Manager
(Printed Name and Title of Authorized Representative)
1/23/2025
(Date)
304-842-9050
(Phone Number) (Fax Number)
Revised 8/24/2023

### ATTACHMENT A PRICING PAGE (ATT A)

<u>Vendor Instructions:</u> Vendor shall provide their name and Base of Operations physical address applicable to ATT A in the spaces below. 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 4.1 of the Contract Specifications. Estimated quantities are not available.

			VE	ND	OR'S NAI	ИE:	WOLFE'S E	EXC	AVATING,	LLC	;				_				
	Ve	ndo	or's Base	e of	f Operatio	ns:			CLAR	KS	BURG, W\	/			_				
	(Ple	ease	e provide	phy	sical addre	ss):	7	0 C	olumbia Blv	d, C	Clarksburg,	W۷	26301		_				
Dist	rict 1	Dis	trict 2	Dis	trict 3	Dis	trict 4	Dis	trict 5	Dis	strict 6	Dis	strict 7	Dist	rict 8	Dis	trict 9	Di	strict 10
	Boone		Cabell		Calhoun	Х	Doddridge		Berkeley		Brooke	Х	Barbour		Pendleton		Fayette		McDowell
	Clay		Lincoln		Jackson	Х	Harrison		Grant		Hancock		Braxton		Pocahontas		Greenbrier		Mercer
	Kanawha		Logan		Pleasants	Х	Marion		Hampshire		Marshall		Gilmer	x	Randolph		Monroe		Raleigh
	Mason		Mingo		Ritchie	Х	Monongalia		Hardy		Ohio	х	Lewis	x	Tucker		Nicholas		Wyoming
	Putnam		Wayne		Roane	Х	Preston		Jefferson	х	Tyler	х	Upshur		_		Summers		•
	_		-		Wirt	х	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	\$825.00
2	Traffic Control Devices	Unit	\$1.50
3	Flagger	Hour	\$65.00
4	Arrow Board	Day	\$40.00

#### ATTACHMENT A PRICING PAGE (ATT A)

#### VENDOR'S NAME: WOLFE'S EXCAVATING, LLC **Vendor's Base of Operations:** CLARKSBURG, WV (Please provide physical address): 70 Columbia Blvd, Clarksburg, WV 26301 District 2 District 4 District 1 District 3 District 5 District 6 District 7 District 8 District 9 District 10 x Barbour Boone Cabell Calhoun x Doddridge Brooke Pendleton McDowell Berkeley Fayette Clay Lincoln Jackson Harrison Grant Hancock Braxton Pocahontas Greenbrier Mercer Hampshire Randolph Kanawha Gilmer Raleigh Logan Pleasants Marion Marshall Monroe Mason Mingo Ritchie Monongalia Ohio Tucker Nicholas Wyoming Hardy Lewis Putnam Wayne Roane Preston Jefferson Tyler Upshur Summers x Wetzel Wirt Taylor Mineral Webster Wood Morgan

### Part II - Ditching Maintenance & Repair

Contract Item #	Contract Item Description	Unit of Measure	List Price
5	Ditching	Shoulder Mile	\$3,500.00
6	Correcting Deep Ditches	Ton	\$39.98
7	Restoring Shoulders and Shoulder Stone	Ton	\$43.50
8	Shoulder Stone Placement	Ton	\$43.50
9	Ditching Haul by Vendor for Contract Items 6, 7 & 8, First Ton Mile	Ton Mile	\$2.00
10	Ditching Haul by Vendor for Contract Items 6, 7 & 8, Each Additional Mile	Ton Mile	\$0.25
11	Ditching Waste Haul by Vendor per truck/driver	Hour	\$115.00
12	Daytime Mobilization	Lump Sum	\$1,500.00
13	Nighttime Mobilization	Lump Sum	\$2,250.00
14	On-Site Mobilization	Lump Sum	\$750.00

## Part III - Pipe Repair & Replacement

Contract Item #	Contract Item Description	Unit of Measure	List Price
15	15" Type F Trench	Linear Foot	\$59.30
16	18" Type F Trench	Linear Foot	\$66.71
17	24" Type F Trench	Linear Foot	\$70.41
18	30" Type F Trench	Linear Foot	\$74.12
19	36" Type F Trench	Linear Foot	\$77.83
20	42" Type F Trench	Linear Foot	\$98.83
21	48" Type F Trench	Linear Foot	\$105.00
22	54" Type F Trench	Linear Foot	\$111.18

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

<u>t III - 1 100</u>	Repair & Replacement (continued)		
Contract Item #	Contract Item Description	Unit of Measure	List Price
23	60" Type F Trench	Linear Foot	\$123.53
24	Pipe Repair/Replacement backfill for F Trench (material + delivery first 5 miles)	Cubic Yard	\$190.00
25	Additional Haul per truck load over 5 miles, Backfill for F Trench	Mile	\$16.00
26	Safe Access and Egress Surcharge depth of 5-foot to 10-foot	Lump Sum	\$2,500.00
27	Safe Access and Egress Surcharge depth of 10-foot to 15-foot	Lump Sum	\$3,250.00
28	Safe Access and Egress Surcharge depth 15-foot to 20-foot	Lump Sum	\$4,000.00
29	Pipe Repair/Replacement Waste Haul by Vendor per truck/driver	Hour	\$115.00
30	Daytime Mobilization	Lump Sum	\$1,500.00
31	Nighttime Mobilization	Lump Sum	\$2,250.00
32	On-Site Mobilization	Lump Sum	\$1,500.00

#### Part IV - Asphalt Pavement Repair

Contract Item #	Contract Item Description	Size of Project, per Mile	Unit of Measure	List Price
33		0-50 SY		\$5,135.00
34	Pothole Repair	51-250 SY	———— Mile I	\$9,960.00
35	rotitole Nepali	251-500 SY		\$26,615.00
36		501 SY or greater		\$44,750.00

## ATTACHMENT A PRICING PAGE (ATT A)

#### VENDOR'S NAME: WOLFE'S EXCAVATING, LLC Vendor's Base of Operations: CLARKSBURG, WV (Please provide physical address): \_ 70 Columbia Blvd, Clarksburg, WV 26301 District 1 District 2 District 3 District 4 District 5 District 9 District 10 District 6 District 7 District 8 Cabell Calhoun McDowell Boone x Doddridge Berkeley Brooke x Barbour Pendleton Fayette Clay Lincoln Jackson Harrison Grant Hancock Braxton Pocahontas Greenbrier Mercer Kanawha Pleasants Hampshire Marshall Gilmer Randolph Monroe Raleigh Logan Marion Ritchie Monongalia Ohio Nicholas Mason Mingo Hardy Lewis Tucker Wyoming Putnam Wayne Roane Preston Jefferson Tyler Upshur Summers x Wetzel Wirt x Taylor Mineral Webster Wood Morgan

#### 3915

15				
Contract Item #	Contract Item Description	Size of Project, per Mile	Unit of Measure	13225
37		0-50 SY		\$3,915.00
38	Base Failure Repair, Asphalt	51-250 SY	Mile	\$13,225.00
39		251-500 SY	IVIIIE	\$21,550.00
40		501 SY or greater		\$39,815.00
41		0-50 SY		\$3,550.00
42	Base Failure Repair, Stone	51-250 SY	Mile	\$7,929.00
43	Dase Fallure Nepall, Storie	251-500 SY	IVIIIE	\$17,015.00
44		501 SY or greater		\$26,940.00
45		0-50 SY		\$7,250.00
46	Edge Failure Repair	51-250 SY	Mile	\$16,430.00
47		251-500 SY	IVIIIE	\$51,740.00
48		501 SY or greater		\$69,195.00
49	Haul by Vendor First Ton Mile		Ton Mile	\$2.00
50	Haul by Vendor Each Additional Mile		Ton Mile	\$0.25
51	Waste Haul by Vendor per truck/driver		Hour	\$100.00
52	Off-Season Plant Opening First Day		Day	\$5,500.00
53	Off-Season Plant Opening Each Additional Day		Day	\$500.00
54	Daytime Mobilization		Lump Sum	\$2,000.00
55	Nighttime Mobilization		Lump Sum	\$2,500.00
56	On-Site Mobilization		Lump Sum	\$800.00

# CONTRACTOR LICENSE



DA LICENSING NUMBER:

WEST VIRGINIA

WV043545

CLASSIFICATION:

GENERAL BUILDING

WOLFES EXCAVATING LLC DBA LAW TRUCKING 70 COLUMBIA BLVD CLARKSBURG, WV 26301

DATE ISSUED

**EXPIRATION DATE** 

FEBRUARY 03, 2024

FEBRUARY 03, 2025

Authorized Signature

Chair, West Virginia Contractor

Licensing Board



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.