



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 828216
Solicitation Description: Addendum #8
 Asphalt Preservation and Pavement Markings
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-02-08 14:30	SR 0803 ESR02082100000005324	1

VENDOR
 000000207833
 HIGHWAY SAFETY INC

Solicitation Number: ARFQ 0803 DOT2100000027
Total Bid: 0
Response Date: 2021-02-08
Response Time: 14:15:00
Comments:

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

Vendor Signature X **FEIN#** **DATE**

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

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

Comm Code	Manufacturer	Specification	Model #
72141104			

Commodity Line Comments: Based on variances within quote, zeros were placed in Unit Price and Delivery Days. Was not able to submit with either place blank.

Extended Description:

Highway and road resurfacing service



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

Proc Folder: 828216		Reason for Modification:	
Doc Description: Addendum #8 Asphalt Preservation and Pavement Markings		Addendum #8 To extend bid opening date to 02/08/2021 at 2:30PM To Modify Contract Specification, Sec..... See Page 2 for complete info	
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-02-02	2021-02-08 14:30	ARFQ 0803 DOT2100000027	10

BID RECEIVING LOCATION

FINANCE & ADMINISTRATION
DIVISION OF HIGHWAYS
BLDG 5, RM A-220
1900 KANAWHA BLVD E
CHARLESTON WV 25302
US

VENDOR

Vendor Customer Code: 207833
Vendor Name: Highway Safety Inc
Address: PO Box 908, Ceredo, WV 25507
Street: 1663 Walkers Branch Rd
City: Huntington
State: WV **Country:** US **Zip:** 25704
Principal Contact: Lisa P Booth
Vendor Contact Phone: 304-453-5634 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Lisa P Booth* **FEIN#** 55-0719851 **DATE** 2-8-21

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

Reason for Modification:

Addendum #8

To extend bid opening date to 02/08/2021 at 2:30PM

To Modify Contract Specification, Section 3.2.5 B

To answer vendor questions

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

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

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

Comm Code	Manufacturer	Specification	Model #
72141104			

Extended Description:

Highway and road resurfacing service

SCHEDULE OF EVENTS

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

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

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Highway Safety
(Full Company Name)

Lisa P Booth
(Authorized Signature)

Lisa P Booth, President
(Print or Type Name and Title of Signatory)

304-453-5636
(Phone Number)

304-453-5635
(Fax Number)

highwaysafety@zoominternet.net
(Email address)

2-4-21
(Date)

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

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: ARFQ DOT2100000027

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

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

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

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

Highway Safety

Company

Jesa P Booth

Authorized Signature

2-8-21

Date

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

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9.1.4 Failure to remedy deficient performance upon request.

9.2 The following remedies shall be available to Agency upon default.

9.2.1 Immediate cancellation of the Contract.

9.2.2 Immediate cancellation of one or more release orders issued under this Contract.

9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

10.1 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.

10.2 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.

10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

10.4 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: Lisa P Booth
Telephone Number: 304-453-5636
Fax Number: 304-453-5635
Email Address: highway.safety@zoominternet.net

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Highway Safety

Authorized Signature: Lisa Booth Date: 2-4-21

State of WV

County of Wayne, to-wit:

Taken, subscribed, and sworn to before me this 4th day of February, 2021

My Commission expires 10-4, 2025



AFFIX SEAL HERE

NOTARY PUBLIC Vicki Shoemaker

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Highway Safety Address: PO Box 908
Ceredo, WV 25507

Name of Authorized Agent: Lisa P Booth Address: - same -

Contract Number: ARFR 0803 DOT2100000087 Contract Description: Asphalt Preservation
↓ Pavement Markings

Governmental agency awarding contract: State of WV

Check here if this is a Supplemental Disclosure

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

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

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

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

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

Lisa P Booth

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

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

Signature: Lisa P Booth

Date Signed: 2-4-21

Notary Verification

State of WV, County of Wayne:

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

Taken, sworn to and subscribed before me this 4th day of February, 2021.

Vicki Shoemaker
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Vicki Shoemaker
PO Box 908
Ceredo WV 25507
My Commission Expires October 4, 2025

Revised June 8, 2018

REQUEST FOR QUOTATION
**Asphalt Preservation and Pavement Markings
Materials, Equipment and Labor by Vendor**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end contract for Asphalt Preservation and Pavement Markings for work on asphalt preventive maintenance and repair projects throughout the State of West Virginia which shall include materials, delivery, equipment and labor by the Vendor.

2. **DEFINITIONS:** The terms listed shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.2 below and on the Pricing Pages.
 - 2.2 **“Contractor” or “Vendor”** is an enterprise that contributes goods or services. Contractor or Vendor used in this Solicitation are interchangeable.
 - 2.3 **“JMF”** means Job Mix Formula.
 - 2.4 **ASTM** is an international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services. <https://www.astm.org/>
 - 2.5 **“Asphalt Preservation”** means the application of specific asphalt emulsions, aggregates and other materials which are applied to the surface of existing highways and roads to prolong the lifespan of the asphalt pavements.
 - 2.6 **“APL” or “Approved Source”** means Approved Product List/Source. The WVDOH Materials Control, Soils and Testing Division (MCS&T) creates and maintains a list of certified manufacturers that meet acceptable level of quality. These lists are updated periodically (amended), and it is the Vendors responsibility to refer to the current lists. The most current APL/Sources are located at:
https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.
 - 2.7 **“Pricing Pages”** means the schedule of prices and totals contained in wvOASIS or attached hereto as **Attachment A (ATT A)** and used to evaluate the Solicitation responses.
 - 2.8 **“RPM”** means Raised Pavement Markers, which is a device attached to the road and used as a positioning guide for drivers.
 - 2.9 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services.

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

3. GENERAL REQUIREMENTS:

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

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

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the Supplemental Latest Edition) using the **Attachment B (ATT B)** Standard Specifications Order Form. The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

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

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

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

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

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

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

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

3.2.1 Pre-Paving Meeting

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

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

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

3.2.2 Test Strips: The Vendor shall utilize test strips to demonstrate the mixing of materials and placement procedures of each mixing machine to be used on a project. Test strip shall be performed at the beginning of the first day of production and on the roadway to be treated. The completed test strip (minimum 500 feet length) shall be reviewed to detect and correct any variances in surface texture, material ratio(s) and finished surface appearance. Additionally, the test strip will be used to establish the target job application rate.

3.2.3 Materials and Equipment: All Materials and Equipment used for Asphalt Preservation shall meet or exceed the Standard Specs for the corresponding asphalt preservation method. Where an Approved Product List (APL) or Approved Source requirement exists within this contract or within the Standard Specs, it is the Vendors responsibility to ensure that approved sources are utilized. The APL's and Approved Sources which have been provided as attachments to this contract are subject to periodic updated. The most current APL and Approved Sources, as amended, can be reviewed at:
https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.

3.2.4 Safety: In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outlined in the Standard Specs, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendors may obtain

REQUEST FOR QUOTATION
**Asphalt Preservation and Pavement Markings
Materials, Equipment and Labor by Vendor**

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

3.2.5 Maintaining Traffic: While undergoing improvement, the project site shall be kept open to traffic in such condition that both local and through traffic will be adequately and safely accommodated. Traffic control shall be the responsibility of the Vendor performing work. All improvement operations shall be scheduled to keep traffic delays to a minimum.

A. Surface Protection: Do not allow traffic on the mixture until it has cured sufficiently to prevent pickup by vehicle tires. The new surface must be able to carry normal traffic without damage within one hour of application. Protect the new surface from damage at intersections and driveways. Repair all damage to the mixture caused by traffic. All costs associated with this repair work will be borne by the Contractor.

B. Maintaining Traffic, Contract Item Q: Traffic Control services, including Pilot Truck and Driver, Traffic Control Devices, Flaggers, and/or Arrow Boards, are the responsibility of the Vendor performing work and shall be provided in accordance with Standard Specs Section 636, and the *Manual on Temporary Traffic Control for Streets and Highways, 2006 Edition*, or as directed by the Engineer.

3.2.6 Surface Preparation

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

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

A. Eradication of Pavement Markings, Contract Item L: Pavement Markings shall be removed as required in the WVDOH Standard Specs, Section 405, 420, and 636, except when the project plans indicate an alternative.

B. Crack Sealing, 1" or Less, Contract Item K: Crack Sealing for cracks requiring repair which measure 1" or less shall consist of cleaning and filling voids in asphalt or in concrete pavement in

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

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

3.2.7 Asphalt Preservation Applications

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

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

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

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

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

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

REQUEST FOR QUOTATION
**Asphalt Preservation and Pavement Markings
Materials, Equipment and Labor by Vendor**

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

3.2.8 Pavement Markings

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

REQUEST FOR QUOTATION
**Asphalt Preservation and Pavement Markings
Materials, Equipment and Labor by Vendor**

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

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

Temporary Pavement Markings shall be bid by the linear foot

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

B. Permanent Pavement Markings

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

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

- All **Type P-2** RPM's must be produced by a certified manufacturer listed on the APL, as amended, **Type P-2 Raised Pavement Markers, Attachment L (ATT L)**.
- **Type R-4** RPM's must meet all ASTM D4280 standards addressed in Standard Spec Section **715.40.6.2**.

- 3.2.9 Surface Quality & Quality Control:** The finished pavement surface and work shall meet all quality standards established in the Standard Specs for application. If the finished surface or work does not meet the quality standards established in the Standard Specs, work must stop immediately. The appropriate corrective action must be determined and then reviewed with the Engineer before resuming production.

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

3.2.11 Surcharges

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

Light Chip Seal:

Item A1 (Size of Project) x 0.01 = ___ Tons of Aggregate

Single Chip Seal:

Item A2 (Size of Project) x 0.01 = ___ Tons of Aggregate

Double Chip Seal:

Item A3 (Size of Project) x 0.0225 = ___ Tons of Aggregate

Triple Chip Seal:

Item A4 (Size of Project) x 0.040 = ___ Tons of Aggregate

SAMI:

Item D (Size of Project) x 0.01 = ___ Tons of Aggregate

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

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

The WVDOH shall source the WV Straight Line Diagrams for WV Primary Routes and WV Secondary Routes for the route from the Vendor's Equipment Storage Location to the WVDOH project site. The Diagrams are available in each WVDOH District Office and the WVDOH Central Office. WVDOH will determine the route to be taken due to bridge and/or road restrictions which shall have acceptable load limits for both roads and bridges.

Out-of-state delivery route mileage will be calculated by the WVDOH, the shortest route, by utilizing "Google Earth" or a similar source for routing from the Vendor's Equipment Storage Location to the WV State line at which time, the Diagrams will be sourced to the WVDOH project site.

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

5. CONTRACT AWARD:

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

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

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

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

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

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

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

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

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

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

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

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

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

6. ORDERING AND PAYMENT:

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

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

7. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 7.1 Project Acceptance:** Upon receipt of a Delivery Order, the Vendor shall advise the WVDOH, in writing, within five (5) calendar days of their acceptance of the project work of the Delivery Order. Failure on the Vendor's part to acknowledge acceptance of the project work may result in cancellation of the Delivery Order and re-award of the project to the next lowest bidder.
- 7.2 Delivery Time:** All Delivery Orders shall specify a starting date and a completion date based on the Vendor's acceptance of the Delivery Order. If the work is not started by the Vendor by the specified starting date on the Delivery Order, the Delivery Order may be cancelled and issued to the next low bidder. If work is not completed by the completion date as specified on the Delivery Order, liquidated damages may be assessed in accordance with Standard Specs Section **108.7**. Vendor shall ship all orders in accordance with the dates assigned to each project per the Deliver Order and shall not hold orders until a minimum delivery quantity is met. No Vendor is authorized to ship, nor is the WVDOH authorized to receive materials prior to the issuance of the Delivery Order.
- 7.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

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

8 VENDOR DEFAULT:

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

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8.2 The following remedies shall be available to Agency upon default.

8.2.1 Immediate cancellation of the Contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

9.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

9.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

9.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Lisa P Booth
Telephone Number: 304-453-5636
Fax Number: 304-453-5635
Email Address: highwaysafety@zoominternet.net

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end contract for Asphalt Preservation and Pavement Markings for work on asphalt preventive maintenance and repair projects throughout the State of West Virginia which shall include materials, delivery, equipment and labor by the Vendor.

2. **DEFINITIONS:** The terms listed shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.2 below and on the Pricing Pages.
 - 2.2 **“Contractor” or “Vendor”** is an enterprise that contributes goods or services. Contractor or Vendor used in this Solicitation are interchangeable.
 - 2.3 **“JMF”** means Job Mix Formula.
 - 2.4 **ASTM** is an international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services. <https://www.astm.org/>
 - 2.5 **“Asphalt Preservation”** means the application of specific asphalt emulsions, aggregates and other materials which are applied to the surface of existing highways and roads to prolong the lifespan of the asphalt pavements.
 - 2.6 **“APL” or “Approved Source”** means Approved Product List/Source. The WVDOH Materials Control, Soils and Testing Division (MCS&T) creates and maintains a list of certified manufacturers that meet acceptable level of quality. These lists are updated periodically (amended), and it is the Vendors responsibility to refer to the current lists. The most current APL/Sources are located at:
https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.
 - 2.7 **“Pricing Pages”** means the schedule of prices and totals contained in wvOASIS or attached hereto as **Attachment A (ATT A)** and used to evaluate the Solicitation responses.
 - 2.8 **“RPM”** means Raised Pavement Markers, which is a device attached to the road and used as a positioning guide for drivers.
 - 2.9 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services.

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

3. GENERAL REQUIREMENTS:

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

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

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the Supplemental Latest Edition) using the **Attachment B (ATT B)** Standard Specifications Order Form. The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

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

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

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

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

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

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

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

3.2.1 Pre-Paving Meeting

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

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

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

3.2.2 Test Strips: The Vendor shall utilize test strips to demonstrate the mixing of materials and placement procedures of each mixing machine to be used on a project. Test strip shall be performed at the beginning of the first day of production and on the roadway to be treated. The completed test strip (minimum 500 feet length) shall be reviewed to detect and correct any variances in surface texture, material ratio(s) and finished surface appearance. Additionally, the test strip will be used to establish the target job application rate.

3.2.3 Materials and Equipment: All Materials and Equipment used for Asphalt Preservation shall meet or exceed the Standard Specs for the corresponding asphalt preservation method. Where an Approved Product List (APL) or Approved Source requirement exists within this contract or within the Standard Specs, it is the Vendors responsibility to ensure that approved sources are utilized. The APL's and Approved Sources which have been provided as attachments to this contract are subject to periodic updated. The most current APL and Approved Sources, as amended, can be reviewed at:
https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.

3.2.4 Safety: In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outlined in the Standard Specs, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendors may obtain

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

3.2.5 Maintaining Traffic: While undergoing improvement, the project site shall be kept open to traffic in such condition that both local and through traffic will be adequately and safely accommodated. Traffic control shall be the responsibility of the Vendor performing work. All improvement operations shall be scheduled to keep traffic delays to a minimum.

A. Surface Protection: Do not allow traffic on the mixture until it has cured sufficiently to prevent pickup by vehicle tires. The new surface must be able to carry normal traffic without damage within one hour of application. Protect the new surface from damage at intersections and driveways. Repair all damage to the mixture caused by traffic. All costs associated with this repair work will be borne by the Contractor.

B. Maintaining Traffic, Contract Item Q: Traffic Control services, including Pilot Truck and Driver, Traffic Control Devices, Flaggers, and/or Arrow Boards, are the responsibility of the Vendor performing work and shall be provided in accordance with Standard Specs Section 636, and the *Manual on Temporary Traffic Control for Streets and Highways, 2006 Edition*, or as directed by the Engineer.

All Traffic Control Devices shall be accounted for and paid per Section 636.23 of the Standard Specs.

3.2.6 Surface Preparation

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

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

A. Eradication of Pavement Markings, Contract Item L: Pavement Markings shall be removed as required in the WVDOH Standard Specs, Section 405, 420, and 636, except when the project plans indicate an alternative.

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- B. Crack Sealing, 1” or Less, Contract Item K:** Crack Sealing for cracks requiring repair which measure 1” or less shall consist of cleaning and filling voids in asphalt or in concrete pavement in accordance with requirements established in **Attachment C (ATT C)** Project Specific Special Provision Section **403**, *Crack Sealing in Asphalt*. Crack Sealing shall be bid by the linear foot.
- C. Hot-Applied Asphalt Mastic (HAM) Treatment, Contract Item E:** Cracks measuring larger than 1” shall require cleaning and the use of Hot-Applied Asphalt Mastic (HAM) Treatment. HAM Treatment must be applied in accordance with requirements established in **Attachment D (ATT D)** - Project Specific Special Provision Section **403** *Hot-Applied Asphalt Mastic (HAM) Treatment*. Reference **Attachment E (ATT E)**, APL Products for Highway Maintenance. HAM Treatment shall be bid by the pound.

3.2.7 Asphalt Preservation Applications

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

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

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

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

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

Polymer-modified cationic emulsified asphalt shall conform to the requirements of AASHTO M 316, Per WVDOH Standard Specs Section **705.12**. A surcharge can be added for supplying Polymer

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Modified Cationic Emulsified Asphalt if requested on the Delivery Order.

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

3.2.8 Pavement Markings

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Upon completion of the Asphalt Preservation Application, pavement markings shall be installed at their original locations, except when the project plans indicate an alternative. Permanent painted line striping is not a Contract Item within this contract. For the removal of pavement markings, reference Section 3.2.5.A **Eradication of Pavement Markings**.

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

Temporary Pavement Markings shall be bid by the linear foot

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

B. Permanent Pavement Markings

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

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

- All **Type P-2** RPM's must be produced by a certified manufacturer listed on the APL, as amended, **Type P-2 Raised Pavement Markers, Attachment L (ATT L)**.
- **Type R-4** RPM's must meet all ASTM D4280 standards addressed in Standard Spec Section 715.40.6.2.

3.2.9 Surface Quality & Quality Control: The finished pavement surface and work shall meet all quality standards established in the Standard Specs for application. If the finished surface or work does not meet the quality standards

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established in the Standard Specs, work must stop immediately. The appropriate corrective action must be determined and then reviewed with the Engineer before resuming production.

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

3.2.11 Surcharges

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

Light Chip Seal:

Item A1 (Size of Project) x 0.01 = ___ Tons of Aggregate

Single Chip Seal:

Item A2 (Size of Project) x 0.01 = ___ Tons of Aggregate

Double Chip Seal:

Item A3 (Size of Project) x 0.0225 = ___ Tons of Aggregate

Triple Chip Seal:

Item A4 (Size of Project) x 0.040 = ___ Tons of Aggregate

SAMI:

Item D (Size of Project) x 0.01 = ___ Tons of Aggregate

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

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mobilization for the first mile and the cost for any additional miles after the first mile. Mobilization fees shall be calculated and paid one-way only by the WVDOH from the Vendor's Equipment Storage Location to the WVDOH project site. When the Vendor has multiple projects or the equipment is traveling from WVDOH location or project to project, additional miles only will be paid from project to project or from the Vendor's Equipment Storage Location to the project, whichever is less mileage. The WVDOH will provide the location of the project site to the Vendor on a Delivery Order. **Contract Items P** is located within the Pricing Pages below each Contract Item allowing Mobilization.

The WVDOH shall source the WV Straight Line Diagrams for WV Primary Routes and WV Secondary Routes for the route from the Vendor's Equipment Storage Location to the WVDOH project site. The Diagrams are available in each WVDOH District Office and the WVDOH Central Office. WVDOH will determine the route to be taken due to bridge and/or road restrictions which shall have acceptable load limits for both roads and bridges.

Out-of-state delivery route mileage will be calculated by the WVDOH, the shortest route, by utilizing "Google Earth" or a similar source for routing from the Vendor's Equipment Storage Location to the WV State line at which time, the Diagrams will be sourced to the WVDOH project site.

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

5. CONTRACT AWARD:

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

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

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

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

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

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

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

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

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

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

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

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

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

6. ORDERING AND PAYMENT:

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If the Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line. **Vendor shall maintain communication of its current phone numbers, fax numbers, e-mail addresses, location addresses, and all ordering/ billing/ payment addresses with WVDOH and in wvOASIS as applicable.**

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- 6.2 Delivery Order:** WVDOH will initiate the delivery order by identifying locations in need of repair. The delivery order will be generated by a WVDOH engineer or designee. The order should be completed on a WV-39 Blanket Release Order. The order should detail the need, location information of the repairs, type of repair required, and tentative start and end dates. Once complete, delivery orders shall be sent to the Vendor via email, fax, or postal mail. Any verbal communications to initiate a project from this contract are not acceptable as a delivery order.
- 6.3 Inspection and approval:** The WVDOH will approve payment at such time as the repairs have been made according to the provisions of this agreement and have been verified by a WVDOH engineer or designee.
- 6.4 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card (P-Card) program, administered under contract by a banking institution, to process payment for goods and services through state designated credit cards. Under this Contract, Vendor must accept payment by electronic funds transfer and P-Card. **Electronic Funds Transfer for payment is available through the WV State Auditor's Office.** The Vendor may visit the WV State Auditor's website (www.wvsao.gov) for all necessary forms and instructions. Payment method for each Delivery Order may be dictated at WVDOH's discretion.

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7. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 7.1 Project Acceptance:** Upon receipt of a Delivery Order, the Vendor shall advise the WVDOH, in writing, within five (5) calendar days of their acceptance of the project work of the Delivery Order. Failure on the Vendor's part to acknowledge acceptance of the project work may result in cancellation of the Delivery Order and re-award of the project to the next lowest bidder.
- 7.2 Delivery Time:** All Delivery Orders shall specify a starting date and a completion date based on the Vendor's acceptance of the Delivery Order. If the work is not started by the Vendor by the specified starting date on the Delivery Order, the Delivery Order may be cancelled and issued to the next low bidder. If work is not completed by the completion date as specified on the Delivery Order, liquidated damages may be assessed in accordance with Standard Specs Section 108.7. Vendor shall ship all orders in accordance with the dates assigned to each project per the Deliver Order and shall not hold orders until a minimum delivery quantity is met. No Vendor is authorized to ship, nor is the WVDOH authorized to receive materials prior to the issuance of the Delivery Order.
- 7.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

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

8 VENDOR DEFAULT:

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

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

9. **MISCELLANEOUS:**

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

Contract Manager: Lisa P Booth
Telephone Number: 304-453-5636
Fax Number: 304-453-5635
Email Address: highway_safety@zoominternet.net

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SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end contract for Asphalt Preservation and Pavement Markings for work on asphalt preventive maintenance and repair projects throughout the State of West Virginia which shall include materials, delivery, equipment and labor by the Vendor.

- 2. DEFINITIONS:** The terms listed shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.2 below and on the Pricing Pages.

 - 2.2 “Contractor” or “Vendor”** is an enterprise that contributes goods or services. Contractor or Vendor used in this Solicitation are interchangeable.

 - 2.3 “JMF”** means Job Mix Formula.

 - 2.4 ASTM** is an international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services. <https://www.astm.org/>

 - 2.5 “Asphalt Preservation”** means the application of specific asphalt emulsions, aggregates and other materials which are applied to the surface of existing highways and roads to prolong the lifespan of the asphalt pavements.

 - 2.6 “APL” or “Approved Source”** means Approved Product List/Source. The WVDOH Materials Control, Soils and Testing Division (MCS&T) creates and maintains a list of certified manufacturers that meet acceptable level of quality. These lists are updated periodically (amended), and it is the Vendors responsibility to refer to the current lists. The most current APL/Sources are located at:
https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.

 - 2.7 “Pricing Pages”** means the schedule of prices and totals contained in wvOASIS or attached hereto as **Attachment A (ATT A)** and used to evaluate the Solicitation responses.

 - 2.8 “RPM”** means Raised Pavement Markers, which is a device attached to the road and used as a positioning guide for drivers.

 - 2.9 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services.

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

3. GENERAL REQUIREMENTS:

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

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

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the Supplemental Latest Edition) using the **Attachment B (ATT B)** Standard Specifications Order Form. The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

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

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

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

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

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

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

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

3.2.1 Pre-Paving Meeting

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

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

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

3.2.2 Test Strips: The Vendor shall utilize test strips to demonstrate the mixing of materials and placement procedures of each mixing machine to be used on a project. Test strip shall be performed at the beginning of the first day of production and on the roadway to be treated. The completed test strip (minimum 500 feet length) shall be reviewed to detect and correct any variances in surface texture, material ratio(s) and finished surface appearance. Additionally, the test strip will be used to establish the target job application rate.

3.2.3 Materials and Equipment: All Materials and Equipment used for Asphalt Preservation shall meet or exceed the Standard Specs for the corresponding asphalt preservation method. Where an Approved Product List (APL) or Approved Source requirement exists within this contract or within the Standard Specs, it is the Vendors responsibility to ensure that approved sources are utilized. The APL's and Approved Sources which have been provided as attachments to this contract are subject to periodic updated. The most current APL and Approved Sources, as amended, can be reviewed at:
https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.

3.2.4 Safety: In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outlined in the Standard Specs, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendors may obtain

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

3.2.5 Maintaining Traffic: While undergoing improvement, the project site shall be kept open to traffic in such condition that both local and through traffic will be adequately and safely accommodated. Traffic control shall be the responsibility of the Vendor performing work. All improvement operations shall be scheduled to keep traffic delays to a minimum.

A. Surface Protection: Do not allow traffic on the mixture until it has cured sufficiently to prevent pickup by vehicle tires. The new surface must be able to carry normal traffic without damage within one hour of application. Protect the new surface from damage at intersections and driveways. Repair all damage to the mixture caused by traffic. All costs associated with this repair work will be borne by the Contractor.

B. Maintaining Traffic, Contract Item Q: Traffic Control services, including Pilot Truck and Driver, Traffic Control Devices, Flaggers, and/or Arrow Boards, are the responsibility of the Vendor performing work and shall be provided in accordance with Standard Specs Section 636, and the *Manual on Temporary Traffic Control for Streets and Highways, 2006 Edition*, or as directed by the Engineer.

All Traffic Control Devices shall be accounted for and paid per Section 636.23 of the Standard Specs.

3.2.6 Surface Preparation

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

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

A. Eradication of Pavement Markings, Contract Item L: Pavement Markings shall be removed as required in the WVDOH Standard Specs, Section 405, 420, and 636, except when the project plans indicate an alternative.

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- B. Crack Sealing, 1” or Less, Contract Item K:** Crack Sealing for cracks requiring repair which measure 1” or less shall consist of cleaning and filling voids in asphalt or in concrete pavement in accordance with requirements established in **Attachment C (ATT C)** Project Specific Special Provision Section **403**, *Crack Sealing in Asphalt*. Crack Sealing shall be bid by the linear foot.
- C. Hot-Applied Asphalt Mastic (HAM) Treatment, Contract Item E:** Cracks measuring larger than 1” shall require cleaning and the use of Hot-Applied Asphalt Mastic (HAM) Treatment. HAM Treatment must be applied in accordance with requirements established in **Attachment D (ATT D)** - Project Specific Special Provision Section **403** *Hot-Applied Asphalt Mastic (HAM) Treatment*. Reference **Attachment E (ATT E)**, APL Products for Highway Maintenance. HAM Treatment shall be bid by the pound.

3.2.7 Asphalt Preservation Applications

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

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

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

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

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

Polymer-modified cationic emulsified asphalt shall conform to the requirements of AASHTO M 316, Per WVDOH Standard Specs Section **705.12**. A surcharge can be added for supplying Polymer

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Modified Cationic Emulsified Asphalt if requested on the Delivery Order.

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

3.2.8 Pavement Markings

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Upon completion of the Asphalt Preservation Application, pavement markings shall be installed at their original locations, except when the project plans indicate an alternative. Permanent painted line striping is not a Contract Item within this contract. For the removal of pavement markings, reference Section 3.2.5.A **Eradication of Pavement Markings**.

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

Temporary Pavement Markings shall be bid by the linear foot

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

B. Permanent Pavement Markings

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

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

- All **Type P-2** RPM's must be produced by a certified manufacturer listed on the APL, as amended, **Type P-2 Raised Pavement Markers, Attachment L (ATT L)**.
- **Type R-4** RPM's must meet all ASTM D4280 standards addressed in Standard Spec Section **715.40.6.2**.

- 3.2.9 Surface Quality & Quality Control:** The finished pavement surface and work shall meet all quality standards established in the Standard Specs for application. If the finished surface or work does not meet the quality standards

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established in the Standard Specs, work must stop immediately. The appropriate corrective action must be determined and then reviewed with the Engineer before resuming production.

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

3.2.11 Surcharges

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

Light Chip Seal:

Item A1 (Size of Project) x 0.01 = ___ Tons of Aggregate

Single Chip Seal:

Item A2 (Size of Project) x 0.01 = ___ Tons of Aggregate

Double Chip Seal:

Item A3 (Size of Project) x 0.0225 = ___ Tons of Aggregate

Triple Chip Seal:

Item A4 (Size of Project) x 0.040 = ___ Tons of Aggregate

SAMI:

Item D (Size of Project) x 0.01 = ___ Tons of Aggregate

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

REQUEST FOR QUOTATION
**Asphalt Preservation and Pavement Markings
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mobilization for the first mile and the cost for any additional miles after the first mile. Mobilization fees shall be calculated and paid one-way only by the WVDOH from the Vendor's Equipment Storage Location to the WVDOH project site. When the Vendor has multiple projects or the equipment is traveling from WVDOH location or project to project, additional miles only will be paid from project to project or from the Vendor's Equipment Storage Location to the project, whichever is less mileage. The WVDOH will provide the location of the project site to the Vendor on a Delivery Order. **Contract Items P** is located within the Pricing Pages below each Contract Item allowing Mobilization.

The WVDOH shall source the WV Straight Line Diagrams for WV Primary Routes and WV Secondary Routes for the route from the Vendor's Equipment Storage Location to the WVDOH project site. The Diagrams are available in each WVDOH District Office and the WVDOH Central Office. WVDOH will determine the route to be taken due to bridge and/or road restrictions which shall have acceptable load limits for both roads and bridges.

Out-of-state delivery route mileage will be calculated by the WVDOH, the shortest route, by utilizing "Google Earth" or a similar source for routing from the Vendor's Equipment Storage Location to the WV State line at which time, the Diagrams will be sourced to the WVDOH project site.

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

5. CONTRACT AWARD:

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

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

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

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

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

The APL is not intended to reflect preference or favor over any Vendor. Manufacturers capable of meeting the established level of quality may become "certified" in accordance with the procedures found in Materials Procedure 700.00.55 – Guidelines for Establishing and Maintaining Approved Lists of Materials and Sources:

<https://transportation.wv.gov/highways/mcst/Material%20Procedures/M7000055.PDF>

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

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

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

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

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

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

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

6. ORDERING AND PAYMENT:

- 6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If the Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line. **Vendor shall maintain communication of its current phone numbers, fax numbers, e-mail addresses, location addresses, and all ordering/ billing/ payment addresses with WVDOH and in wvOASIS as applicable.**

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- 6.2 Delivery Order:** WVDOH will initiate the delivery order by identifying locations in need of repair. The delivery order will be generated by a WVDOH engineer or designee. The order should be completed on a WV-39 Blanket Release Order. The order should detail the need, location information of the repairs, type of repair required, and tentative start and end dates. Once complete, delivery orders shall be sent to the Vendor via email, fax, or postal mail. Any verbal communications to initiate a project from this contract are not acceptable as a delivery order.
- 6.3 Inspection and approval:** The WVDOH will approve payment at such time as the repairs have been made according to the provisions of this agreement and have been verified by a WVDOH engineer or designee.
- 6.4 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card (P-Card) program, administered under contract by a banking institution, to process payment for goods and services through state designated credit cards. Under this Contract, Vendor must accept payment by electronic funds transfer and P-Card. **Electronic Funds Transfer for payment is available through the WV State Auditor's Office.** The Vendor may visit the WV State Auditor's website (www.wvsao.gov) for all necessary forms and instructions. Payment method for each Delivery Order may be dictated at WVDOH's discretion.

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7. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 7.1 Project Acceptance:** Upon receipt of a Delivery Order, the Vendor shall advise the WVDOH, in writing, within five (5) calendar days of their acceptance of the project work of the Delivery Order. Failure on the Vendor's part to acknowledge acceptance of the project work may result in cancellation of the Delivery Order and re-award of the project to the next lowest bidder.
- 7.2 Delivery Time:** All Delivery Orders shall specify a starting date and a completion date based on the Vendor's acceptance of the Delivery Order. If the work is not started by the Vendor by the specified starting date on the Delivery Order, the Delivery Order may be cancelled and issued to the next low bidder. If work is not completed by the completion date as specified on the Delivery Order, liquidated damages may be assessed in accordance with Standard Specs Section **108.7**. Vendor shall ship all orders in accordance with the dates assigned to each project per the Deliver Order and shall not hold orders until a minimum delivery quantity is met. No Vendor is authorized to ship, nor is the WVDOH authorized to receive materials prior to the issuance of the Delivery Order.
- 7.3 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

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

8 VENDOR DEFAULT:

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

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8.2 The following remedies shall be available to Agency upon default.

8.2.1 Immediate cancellation of the Contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

9.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

9.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

9.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Lisa P Booth

Telephone Number: 304-453-5636

Fax Number: 304-453-5635

Email Address: highwaysafety@zoominternet.net

ATTACHMENT A (ATT A) - PRICING PAGES (Revised)
Asphalt Preservation and Pavement Markings, Materials, Equipment and Labor by Vendor - by Location per County

VENDORS NAME SHALL BE ENTERED HERE, BY THE VENDOR:

Highway Safety, Inc.

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

If Vendor has different pricing per county, Vendor shall complete Attachment A spreadsheet for each pricing per county set. If additional space for Name/Location of Material Supplier/Source is needed, please include a separate attachment listing the additional sources, and referencing them to the corresponding Contract Item #.

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

Contract Item #	Extended Description	Name/Location of Material Supplier/Source*	Vendor's Storage Location	Unit of Measure	Size of Project	List Price
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* For Asphalt Preservation, list emulsion/binder sources below and list aggregates in the Aggregate Surcharge by County, Item Q)

Chip Seal

A-1	Chip Seal, Light			SY	Less than 20,000	\$
					20,000 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$
A-2	Chip Seal, Single			SY	Less than 20,000	\$
					20,000 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$
A-3	Chip Seal, Double			SY	Less than 20,000	\$
					20,000 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$
A-4	Chip Seal, Triple			SY	Less than 20,000	\$
					20,000 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$
A-5	Surcharge for Polymer Modified Cationic Emulsified Asphalt, Per Application Type			SY	Light (A-1)	\$
					Single (A-2)	\$
					Double (A-3)	\$
					Triple (A-4)	\$
P1-A	Mobilization for First Mile, Chip Seal	-----	-----	Mile	-----	\$
P2-A	Mobilization for each Additional Mile, Chip Seal	-----	-----	Mile	-----	\$

Fog Seal

B	Fog Seal			SY	Less than 20,000	\$
					20,000 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$
P1-B	Mobilization for First Mile, Fog Seal	-----	-----	Mile	-----	\$
P2-B	Mobilization for each Additional Mile, Fog Seal	-----	-----	Mile	-----	\$

Tack Coat

C	Tack Coat			SY	Less than 20,000	\$
					20,000 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$
P1-C	Mobilization for First Mile, Fog Seal	-----	-----	Mile	-----	\$
P2-C	Mobilization for each Additional Mile, Fog Seal	-----	-----	Mile	-----	\$

Stress Absorbing Membrane Interlayer (SAM)

D	SAMI (Stress Absorbing Membrane Interlayer) (Interlayer only; not intended as a stand-alone application)			SY	Less than 20,000	\$
					20,000 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$
P1-D	Mobilization for First Mile, SAMI	-----	-----	Mile	-----	\$
P2-D	Mobilization for each Additional Mile, SAMI	-----	-----	Mile	-----	\$

Hot Applied Mastic (HAM)

E	Hot Applied Mastic (HAM)			POUND	-----	\$
P1-E	Mobilization for First Mile, Hot Applied Mastic (HAM)	-----	-----	Mile	-----	\$
P2-E	Mobilization for each Additional Mile, Hot Applied Mastic (HAM)	-----	-----	Mile	-----	\$

Asphalt Emulsion Slurry Seal Coat

F	Asphalt Emulsion Slurry Seal Coat			SY	Less than 20,000	\$
					20,000 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$
P1-F	Mobilization for First Mile, Asphalt Emulsion Slurry Seal Coat	-----	-----	Mile	-----	\$
P2-F	Mobilization for each Additional Mile, Asphalt Emulsion Slurry Seal Coat	-----	-----	Mile	-----	\$

Micro Surface

G-1	Micro Surface - Type 2FA - Single Course			SY	Less than 20,000	\$
					20,000 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$
G-2	Micro Surface - Type 2FA - Multiple Course			SY	Less than 20,000	\$
					20,000 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$
G-3	Micro Surface - Type 3FA - Single Course			SY	Less than 20,000	\$
					20,000 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$

ATTACHMENT A (ATT A) - PRICING PAGES (Revised)
Asphalt Preservation and Pavement Markings, Materials, Equipment and Labor by Vendor - by Location per County

VENDORS NAME SHALL BE ENTERED HERE, BY THE VENDOR:

Highway Safety, Inc.

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

If Vendor has different pricing per county, Vendor shall complete Attachment A spreadsheet for each pricing per county set. If additional space for Name/Location of Material Supplier/Source is needed, please include a separate attachment listing the additional sources, and referencing them to the corresponding Contract Item #.

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

Contract Item #	Extended Description	Name/Location of Material Supplier/Source*	Vendor's Storage Location	Unit of Measure	Size of Project	List Price
					100,001 or greater	\$
G-4	Micro Surface - Type 3FA - Multiple Course			SY	Less than 20,000 20,000 - 50,000 50,001 - 100,000 100,001 or greater	\$ \$ \$ \$
G-5	Micro Surface - 3' Wide, Single Course			SY	Less than 20,000 20,000 - 50,000 50,001 - 100,000 100,001 or greater	\$ \$ \$ \$
H	Micro Surface, Rut Fill			Ton	Less than 200 201 - 500 501 - 1,000 1,001 and greater	\$ \$ \$ \$
P1-G	Mobilization for First Mile, Micro Surface	-----	-----	Mile	-----	\$
P2-G	Mobilization for each Additional Mile, Micro Surface	-----	-----	Mile	-----	\$

Crack Sealing, 1" or Less

K	Crack Sealing, 1" or Less			LF	Less than 20,000 20,000 - 50,000 50,001 - 100,000 100,001 or greater	\$ \$ \$ \$
P1-K	Mobilization for First Mile	-----	-----	Mile	-----	\$
P2-K	Mobilization for each Additional Mile, Crack Sealing	-----	-----	Mile	-----	\$

Eradication (Removal) of Pavement Markings

L-1	Eradication of Thermoplastic Markings (Line markings such as crosswalks, stop bars and channelizing lines)	Highway Safety, Inc.	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 5.00
L-2	Eradication of Thermoplastic Markings (Symbols such as arrows and railroad crossing markings)	Highway Safety, Inc.	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 500.00
L-3	Eradication of Raised Pavement Markers			Each		\$
P1-L	Mobilization for First Mile	-----	-----	Mile	-----	\$2,500.00
P2-L	Mobilization for each Additional Mile, Eradicating RPMs	-----	-----	Mile	-----	\$425.00

Temporary Pavement Markings, Installed

M-1	Temporary Pavement Marking - Paint	Ennis-Paint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 0.27
M-2	Temporary Pavement Marking Type VII-A	Construction 200 Fol Tape / Fenton, MO	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 2.55
M-3	Temporary Pavement Marking - Type VII-B	Advance Traffic Markings /Roanoke R, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 3.45
M-4	Temporary Pavement Marking - Type VII-C	3M / St Paul, MN	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 4.25
M-5	Temporary Raised Pavement Marker	Ennis-Stimsonite / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 29.00
P1-M	Mobilization for First Mile	-----	-----	Mile	-----	\$ 2,500.00
P2-M	Mobilization for Each Additional Mile, Temp Pavement Markings	-----	-----	Mile	-----	\$ 425.00

Type V Pre-Formed Pavement Markings, Installed

N-1	4" Longitudinal Line, White - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 7.00
N-2	4" Longitudinal Line, White, with Black Contrast - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 11.00
N-3	4" Longitudinal Line, Yellow - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 7.00
N-4	4" Longitudinal Line, Blue - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 7.50
N-5	4" Longitudinal Line, Black - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 7.50
N-6	4" SKID RESISTANCE ENHANCED Longitudinal Line, Blue - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 7.75
N-7	6" Longitudinal Line, White - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 8.00
N-8	6" Longitudinal Line, White with Black Contrast - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 12.00
N-9	6" Longitudinal Line, Black - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 9.00
N-10	6" Longitudinal Line, Yellow - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 8.00
N-11	6" Longitudinal Line, Grey - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 9.00
N-12	8" Longitudinal Line, White - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 10.00
N-13	8" Longitudinal Line, White with Black Contrast - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 13.25
N-14	8" Longitudinal Line, Yellow - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 10.00

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<input type="checkbox"/> Barbour	<input type="checkbox"/> Doddridge	<input type="checkbox"/> Harrison	<input type="checkbox"/> Marshall	<input type="checkbox"/> Morgan	<input checked="" type="checkbox"/> Raleigh	<input type="checkbox"/> Upshur
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Contract Item #	Extended Description	Name/Location of Material Supplier/Source*	Vendor's Storage Location	Unit of Measure	Size of Project	List Price
N-15	12" Longitudinal Line, White - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 14.00
N-16	12" SKID RESISTANCE ENHANCED Longitudinal Line, White - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 17.00
N-17	12" Longitudinal Line, Yellow - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 14.00
N-18	12" Longitudinal Line, Black - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 17.25
N-19	12" Longitudinal Line, Grey - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 17.25
N-20	24" Longitudinal Line, White - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	LF	-----	\$ 26.00
N-21	Straight Arrow 12" @ Bottom of Shaft 3'-3" x 9'-10" - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 265.00
N-22	Straight Arrow with Black Contrast 12" at Bottom of Shaft, 3'3" x 9'10" - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 325.00
N-23	Curved Arrow, Left, 12" at Bottom of Shaft, 6'3" x 8'-2" - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 300.00
N-24	Curved Arrow, Left with Black Contrast, 12" at Bottom of Shaft, 6'-3" x 8'-2" - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 375.00
N-25	Curved Arrow, Right, 12" at Bottom of Shaft, 6'-3" x 8'-2" - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 300.00
N-26	Curved Arrow, Right, with Black Contrast, 12" at Bottom of Shaft, 6'-3" x 8'-2" - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 400.00
N-27	Combination Arrow 12" at Bottom of Shaft, 7'-4" x 13'-1" (Left or Right, Specified at Time of Order) - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 335.00
N-28	Combination Arrow with Black Contrast 12" at Bottom of Shaft, 7'-4" x 13'-1" (Left or Right, Specified at Time of Order) - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 415.00
N-29	"ONLY" 6'-8" x 8'-0" - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 360.00
N-30	"STOP" 7'-4" x 8'-0" - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 360.00
N-31	"AHEAD" 8'-10" x 8'-0" - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 450.00
N-32	"SCHOOL" 11'-4" x 8'-0" - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 540.00
N-33	"SCHOOL" 14'-6" x 10'-0" - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 630.00
N-34	Right Side Lane Drop Arrow (Points to the Left) - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 650.00
N-35	Left Side Lane Drop Arrow (Points to the Right) - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 650.00
N-36	Railroad Crossing R's 12"x78", "X" 16", "20" height, 42" Width - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 825.00
N-37	White Handicap Symbol with Blue Background, 48" square - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 410.00
N-38	Yield Line Triangle, 24" x 36" - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 45.00
N-39	Freeway Ramp Wrong Way Arrow 8' wide - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 600.00
N-40	SKID RESISTANCE ENHANCED Bicycle with Rider and Helmet Symbol, 24" x 48". Bicycle to Point to the Left - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 215.00
N-41	Shared Lane Bike Symbol 9'-4" x 3'-4" SKID RESISTANCE ENHANCED - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 295.00
N-42	One Head Roundabout Arrow, White, Left - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 750.00
N-43	One Head Roundabout Arrow, White, Straight - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 750.00
N-44	Two Head Roundabout Arrow, White, Left/Right - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 805.00
N-45	Two Head Roundabout Arrow, White, Left/Straight - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 805.00
N-46	Two Head Roundabout Arrow, White, Right/Straight - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 805.00
N-47	Three Head Roundabout Arrow, White, Left/Right/Straight - Installed	Ennis-Flint / Greensboro, NC	4129 Washington St, Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 855.00
P1-N	Mobilization for First Mile	-----	-----	Mile	-----	\$2,500
P2-N	Mobilization for Each Additional Mile, Type V Pavement Markings	-----	-----	Mile	-----	\$ 425.00

Raised Pavement Markings, Installed

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Contract Item #	Extended Description	Name/Location of Material Supplier/Source*	Vendor's Storage Location	Unit of Measure	Size of Project	List Price
O-1	Type P-2 Raised Pavement Marker - Installed	Ennis-Paint / Greensboro, NC	4129 Washington St , Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 49.00
O-2	Type R-4 Raised Pavement Marker - Installed	Ennis-Stimsonite / Greensboro, NC	4129 Washington St , Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Each	-----	\$ 29.00
P1-0	Mobilization for First Mile	-----	-----	Mile	-----	\$ 2,500.00
P2-0	Mobilization for Each Additional Mile, RPMs Installed	-----	-----	Mile	-----	\$ 425.00

Maintaining Traffic by Vendor

O-1	Pilot Truck and Driver			Day	-----	\$
O-2	Traffic Control Devices	Traffix / San Clemente, CA	4129 Washington St , Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Unit	-----	\$2.25
O-3	Flagger			Hour	-----	\$
O-4	Arrow Board	Work Area Protection / St. Charles, IL	4129 Washington St , Charleston, WV 1663 Walkers Branch Rd, Huntington, WV	Day	-----	\$30

Aggregate Hauling Surcharge Per County:

Contract Item #	Extended Description	Name/Location of Quarry/Source	Vendor's Storage Location	Unit of Measure	Size of Project	List Price
R-1	Aggregate Hauling Surcharge: Barbour County			Ton	-----	\$
R-2	Aggregate Hauling Surcharge: Berkeley County			Ton	-----	\$
R-3	Aggregate Hauling Surcharge: Boone County			Ton	-----	\$
R-4	Aggregate Hauling Surcharge: Braxton County			Ton	-----	\$
R-5	Aggregate Hauling Surcharge: Brooke County			Ton	-----	\$
R-6	Aggregate Hauling Surcharge: Cabell County			Ton	-----	\$
R-7	Aggregate Hauling Surcharge: Calhoun County			Ton	-----	\$
R-8	Aggregate Hauling Surcharge: Clay County			Ton	-----	\$
R-9	Aggregate Hauling Surcharge: Doddridge County			Ton	-----	\$
R-10	Aggregate Hauling Surcharge: Fayette County			Ton	-----	\$
R-11	Aggregate Hauling Surcharge: Gilmer County			Ton	-----	\$
R-12	Aggregate Hauling Surcharge: Grant County			Ton	-----	\$
R-13	Aggregate Hauling Surcharge: Greenbrier County			Ton	-----	\$
R-14	Aggregate Hauling Surcharge: Hampshire County			Ton	-----	\$
R-15	Aggregate Hauling Surcharge: Hancock County			Ton	-----	\$
R-16	Aggregate Hauling Surcharge: Hardy County			Ton	-----	\$
R-17	Aggregate Hauling Surcharge: Harrison County			Ton	-----	\$
R-18	Aggregate Hauling Surcharge: Jackson County			Ton	-----	\$
R-19	Aggregate Hauling Surcharge: Jefferson County			Ton	-----	\$
R-20	Aggregate Hauling Surcharge: Kanawha County			Ton	-----	\$
R-21	Aggregate Hauling Surcharge: Lewis County			Ton	-----	\$
R-22	Aggregate Hauling Surcharge: Lincoln County			Ton	-----	\$
R-23	Aggregate Hauling Surcharge: Logan County			Ton	-----	\$
R-24	Aggregate Hauling Surcharge: Marion County			Ton	-----	\$
R-25	Aggregate Hauling Surcharge: Marshall County			Ton	-----	\$
R-26	Aggregate Hauling Surcharge: Mason County			Ton	-----	\$
R-27	Aggregate Hauling Surcharge: McDowell County			Ton	-----	\$
R-28	Aggregate Hauling Surcharge: Mercer County			Ton	-----	\$
R-29	Aggregate Hauling Surcharge: Mineral County			Ton	-----	\$
R-30	Aggregate Hauling Surcharge: Mingo County			Ton	-----	\$
R-31	Aggregate Hauling Surcharge: Monongalia County			Ton	-----	\$

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R-32	Aggregate Hauling Surcharge: Monroe County			Ton	-----	\$
R-33	Aggregate Hauling Surcharge: Morgan County			Ton	-----	\$
R-34	Aggregate Hauling Surcharge: Nicholas County			Ton	-----	\$
R-35	Aggregate Hauling Surcharge: Ohio County			Ton	-----	\$
R-36	Aggregate Hauling Surcharge: Pendleton County			Ton	-----	\$
R-37	Aggregate Hauling Surcharge: Pleasants County			Ton	-----	\$
R-38	Aggregate Hauling Surcharge: Pocahontas County			Ton	-----	\$
R-39	Aggregate Hauling Surcharge: Preston County			Ton	-----	\$
R-40	Aggregate Hauling Surcharge: Putnam County			Ton	-----	\$
R-41	Aggregate Hauling Surcharge: Raleigh County			Ton	-----	\$
R-42	Aggregate Hauling Surcharge: Randolph County			Ton	-----	\$
R-43	Aggregate Hauling Surcharge: Ritchie County			Ton	-----	\$
R-44	Aggregate Hauling Surcharge: Roane County			Ton	-----	\$
R-45	Aggregate Hauling Surcharge: Summers County			Ton	-----	\$
R-46	Aggregate Hauling Surcharge: Taylor County			Ton	-----	\$
R-47	Aggregate Hauling Surcharge: Tucker County			Ton	-----	\$
R-48	Aggregate Hauling Surcharge: Tyler County			Ton	-----	\$
R-49	Aggregate Hauling Surcharge: Upshur County			Ton	-----	\$
R-50	Aggregate Hauling Surcharge: Wayne County			Ton	-----	\$
R-51	Aggregate Hauling Surcharge: Webster County			Ton	-----	\$
R-52	Aggregate Hauling Surcharge: Wetzel County			Ton	-----	\$
R-53	Aggregate Hauling Surcharge: Wirt County			Ton	-----	\$
R-54	Aggregate Hauling Surcharge: Wood County			Ton	-----	\$
R-55	Aggregate Hauling Surcharge: Wyoming County			Ton	-----	\$