



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:** 938509  
**Solicitation Description:** Addendum 1: Asphalt Materials, Delivery & Labor by Vendor  
**Proc Type:** Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-11-30 14:30	SR 0803 ESR11302100000003379	1

**VENDOR**  
 000000200095  
 J F ALLEN COMPANY

**Solicitation Number:** ARFQ 0803 DOT2200000014  
**Total Bid:** 0  
**Response Date:** 2021-11-30  
**Response Time:** 09:44:50  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Dusty J Smith  
 (304) 558-2063  
 dusty.j.smith@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	Asphalt	0.00000	TON	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
30121601			

**Commodity Line Comments:**

**Extended Description:**

Asphalt



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

<b>Proc Folder:</b> 938509		<b>Reason for Modification:</b> Addendum 1 : Responses to Questions
<b>Doc Description:</b> Addendum 1: Asphalt Materials, Delivery & Labor by Vendor		
<b>Proc Type:</b> Agency Master Agreement		
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>
2021-11-22	2021-11-30 14:30	ARFQ 0803 DOT2200000014
		<b>Version</b>
		2

**BID RECEIVING LOCATION**

FINANCE & ADMINISTRATION  
DIVISION OF HIGHWAYS  
BLDG 5, RM A-260  
1900 KANAWHA BLVD E  
CHARLESTON WV 25302  
US

**VENDOR**

**Vendor Customer Code:** 000000200095  
**Vendor Name :** J.F. ALLEN COMPANY  
**Address :** PO BOX 2049  
**Street :** 2133 OLD WESTON ROAD  
**City :** BUCKHANNON, WV 26201  
**State :** WEST VIRGINIA                      **Country :** US                      **Zip :** 26201  
**Principal Contact :** TYLER BEATY  
**Vendor Contact Phone:** 304-472-8890                      **Extension:** 304-460-7432

**FOR INFORMATION CONTACT THE BUYER**

Dusty J Smith  
(304) 558-2063  
dusty.j.smith@wv.gov

Vendor  
Signature X

**FEIN#** 55-0328627

**DATE** 11/29/2021

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



	Document Phase	Document Description	Page
DOT2200000014	Final	Addendum 1: Asphalt Materials, Delivery & Labor by Vendor	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: ARFQ DOT2200000**

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

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

**Addendum Numbers Received:**


(Check the box next to each addendum received)

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

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

\_\_\_\_\_  
J.F. ALLEN COMPANY

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
NOVEMBER 29, 2021

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

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

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

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on January 1, 2022 and the initial contract term extends until One (1) Year.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.



**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. The performance bond must be received by the

Agency prior to Contract award.

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

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

West Virginia Contractor's License

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor

Revised 04/21/2021

shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
1,000,000.00 \_\_\_\_\_ per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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

**10. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and

shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

**12. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**13. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**15. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

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

**17. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect

beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**18. CANCELLATION:** The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

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

**21. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

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

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

**24. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

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

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

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

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

**29. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

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

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

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**35. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services.

materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**36. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**37. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**38. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

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

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**39. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment.



or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

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


All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or

offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**42. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**43. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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

  
\_\_\_\_\_  
(Name, Title)  
TYLER BEATY, ESTIMATOR  
\_\_\_\_\_  
(Printed Name and Title)  
PO BOX 2049 BUCKHANNON, WV 26201  
\_\_\_\_\_  
(Address)  
304-472-8890 / 304-472-8897  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
tbeaty@jfallenco.com  
\_\_\_\_\_  
(E-mail address)

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

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

J.F. ALLEN COMPANY

\_\_\_\_\_  
(Company)

  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

BRYAN E. LEATHERMAN, VICE PRESIDENT

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

NOVEMBER 29, 2021

\_\_\_\_\_  
(Date)

304-472-8890 / 304-472-8897

\_\_\_\_\_  
(Phone Number) (Fax Number)

Revised 04/21/2021

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** DOT2200000014

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

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

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

**J.F. ALLEN COMPANY**

Company \_\_\_\_\_

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

**NOVEMBER 29, 2021**

Date \_\_\_\_\_

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

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end Asphalt contract for use on preventive maintenance and repair projects throughout the state of West Virginia including materials, delivery and labor, by the Vendor, to WVDOH project sites.
  
2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 **“Approved Source,” “Approved Plant,” “Approved Product,” or “Approved Vendor”** - Terms which refers to the Approved Product Lists (APL) of certified manufacturers and/or products that meet acceptable levels of quality as determined by WVDOH Materials Control, Soils and Testing Division (MCS&T). These lists are updated periodically, and it is the Vendors responsibility to refer to the MCS&T website to ensure compliance.  
[https://transportation.wv.gov/highways/mcst/Pages/APL\\_By\\_Number.aspx](https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx).
  - 2.2 **“Asphalt,” “Hot Mix Asphalt” and “HMA”** - Terms used interchangeably for asphalt.
  - 2.3 **“Contract Item” or “Contract Item(s)”** – Contract Items are identified in Section 3 of this Solicitation.
  - 2.4 **“Contractor” or “Vendor”** – interchangeable term used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.
  - 2.5 **“Emergency Work”** – Work that is required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by, at a minimum, a WVDOH District Engineer or their designee.
  - 2.6 **“F.O.B Destination” and “Free-on-Board Destination”** – Interchangeable terms meaning a Vendor or its designee bears the freight charges, owns the goods while in transit, and will deliver goods to the location specified on the Delivery Order via truck/other conveyance without any expense to the purchaser.

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- 2.7 “HPTO” - High Performance Thin Overlay.
- 2.8 “Liquidated Damages” - Monetary compensation due from the Vendor in the event the Vendor’s Contract Items as supplied fall short of contractual stipulation or breaches the contract. Delays in the delivery of Contract Items or supplying Items with quality failures and/or corrections needed by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted at the WVDOH Contract Administration’s Specifications and Documents website, as amended: <https://transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>
- 2.9 “MCS&T” - The WVDOH Materials Control, Soil and Testing Division, who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system. Reference: <http://www.transportation.wv.gov/highways/mcst/Pages/default.aspx>
- 2.10 “MP” - Material Procedures, as amended, issued by the WVDOH Materials Control, Soils and Testing Division. The MP numbers references throughout these Contract Specifications are available by MP number at: <https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>
- 2.11 “PG” – Performance Grade.
- 2.12 “Plant Information Form” and “Information Form” - **Mandatory forms which the Vendor must complete and submit with their bid** to identify each of the Vendor’s sourced Plants. Vendor shall provide Plant name, location, and counties served for each Plant sourced for asphalt and/or stone Materials associated with this contract’s Pricing Pages. Plant Information forms are mandatory and must accompany their respective Pricing Pages and be submitted at the time of bid. **This Solicitation requires the TWO (2) Plant Information Forms: Attachment C Asphalt Plant Information Form (ATT C) and Attachment D Stone Plant Information Form (ATT D).**
- 2.13 “Pricing Pages” - The schedule of prices attached hereto as **Attachment A Pricing Pages (ATT A) and Attachment B Mobilization Pricing Pages (ATT B)** which are used to evaluate the Solicitation responses. There are TWO (2) sets of Pricing Pages.

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**NOTE:** Vendor's Pricing Pages shall accompany and correspond with Vendor's Plant Information forms.

- 2.14 "RAP" - Reclaimed Asphalt Pavement.
- 2.15 "Solicitation" – The official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.
- 2.16 "SP" - WVDOH Special Provision.
- 2.17 "Standard Specs" – The West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as amended or modified by all subsequent Supplemental Specifications.
- 2.18 "WVDOH" or "Agency"– West Virginia Division of Highways.

**3. GENERAL REQUIREMENTS:**

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

Materials, equipment, and performance of this contract shall conform, but is not limited to, the requirements of Sections 307, 401, 408, 415, and 636, as amended.

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

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

A free electronic copy of the Standard Specs may be obtained by sourcing:  
<http://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx>

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**3.2 Mandatory Items to be Included with the Bid:** The Vendor should carefully read the entire solicitation invitation. The Vendor shall include as part of their bid response:

- Certification and Signature Page
- Addendum Acknowledgement Form
- Valid West Virginia Contractor's License, if applicable.
- Contract Manager Page
- Attachments included in solicitation package (ATT A, ATT B, etc.)
- Purchasing Affidavit (properly notarized)
- Ethics/Disclosure Form (properly notarized)
- Valid Certificate of Insurance; and,
- Any other required forms or supporting information as described herein.

Omitting any required forms, attachments, or documentation as described throughout this contract will deem a bid non-responsive and may result in the disqualification of the Vendor's bid response.

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

**3.3.1 Materials:**

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

All labor, equipment, and material to complete **Item B "Shoulder Stone Placement for Asphalt 307-Class 10"** shall be included in the unit bid price. Any traffic control required shall be charged per Section 3.3.22 of these Contract Specifications.

**3.3.2 Shoulder Stone:**

**3.3.2.1 Shoulder Stone Placement, Section 307, Class 10, Contract Item B,** shall meet the requirements of the Standard Detail for **Exhibit 1 Shoulder Reconstruction (EXH 1)** and **Exhibit 2 Restoring Shoulders for Guardrail (EXH 2)**, or as directed by the Delivery Order and the WVDOH District Engineer or their



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designee and shall be bid per ton. **Shoulder Stone Placement and Stone will be paid as Contract Item B.**

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

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

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

**All labor, equipment and material to complete Placement/Restoring of Stone, Contract Item B shall be included in the unit bid price.** Any traffic control required shall be charged per Section 3.3.22 of these Contract Specifications.

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

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

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Diagrams are available in each WVDOH District Office and the WVDOH Central Office. WVDOH will determine the route to be taken due to bridge and/or road restrictions which shall have acceptable load limits for both roads and bridges.

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

**3.3.5 Laydown of Materials, Contract Item G**, shall provide Laydown services for Materials (**Contract Item A**). Laydown shall be provided by the Vendor at projects designated by the WVDOH District Engineer or their designee.

**3.3.5.1 Safety Edge™**: As per the Standard Spec Sections 410.10.2 and 401.10.6, and **Safety Edge Design Directive 650, Exhibit 3 (EXH 3)**, when the total specified lift thickness of pavement is 1.5 inches or greater, the Vendor shall construct an outside pavement edge with Safety Edge™, where appropriate as described in **Safety Edge Design Directive 650, Exhibit 3 (EXH 3)**, unless Directed otherwise by the WVDOH District Engineer or their designee. Safety Edge™ shall be installed at no additional cost to the WVDOH. Vendors must use an Approved Asphalt Safety Edge™ Device (shoe) model listed on Division Approved Product Listing at [https://transportation.wv.gov/highways/mcst/Pages/APL\\_By\\_Number.aspx](https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx), as amended. **Non-Approved Asphalt Safety Edge™ Device substitutions will not be accepted.**

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

Replacement of Asphalt Base, Asphalt Wearing or Shoulder Stone Aggregate will be paid as shown in Sections 3.3.7 and 3.3.8.

**3.3.7 Asphalt Base I Shoulder Paving, Contract Item J**, is a surcharge for work performed to pave road shoulders consisting of installing and

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compacting Asphalt Base I to the elevation of the existing pavement in the shoulder that is to be paved.

Vendor shall comply with **Repaving Pipe Trenches in Paved Shoulders, Exhibit 4 (EXH 4)**, where relevant work is performed.

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

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

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

Vendor shall comply with **Repaving Pipe Trenches in Paved Shoulders, Exhibit 4 (EXH 4)**, where relevant work is performed.

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

- Asphalt Base II will be paid as **Contract Item A3**.
- Hauling of Asphalt Base II will be paid as **Contract Item F**.
- Laydown will be paid as **Contract Item G**.
- Excavation will be paid as **Contract Item I**.
- Shoulder Stone Placement/Restoring, and Stone will be paid as **Contract Item B**.

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

- 3.3.10 Additional Heel-In Joints, Contract Item M**, at the beginning and the end of each paving location will be performed by the Vendor in accordance with **Exhibit 5 Resurfacing Heel-In Detail (EXH 5)**. Additional Heel-In Joints, in accordance with the Resurfacing Heel-In Detail, may be required as directed by the WVDOT District Engineer or their designee at intersecting roadways, at the beginning and end of each paving skip, and at other designated locations. Payment of Additional Heel-In Joints shall be paid per linear foot as measured along the joint, which shall be full payment for complete construction of the joint.

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

**3.3.12 Pavement Profiling/Milling** shall consist of profiling the existing pavement to the specified grade and cross slope by grinding, planing, or milling. The profiling equipment shall be capable of accurately establishing profile grades of ¼" plus or minus, along each edge of the machine by reference from the existing pavement by use of ski or matching shoe or by reference to independent grade control. The equipment shall have an automatic system for controlling grade and cross slope. The Vendor shall provide adequate manpower and auxiliary equipment to control dust and remove cuttings from the project site. Stockpiling of cuttings on the project site will not be permitted.

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

**3.3.12.1 Pavement Profiling/Milling, Contract Items O and P,** shall be measured as the total number of square yards planed or ground to a depth not exceeding two inches (2"). Should the required removal depth exceed two inches (2"), additional quantities shall be measured for each additional two inches (2") increment.

It shall be the WVDOH District Engineer or their designee's decision who retains ownership of the Profiled/Milled Cuttings: WVDOH or the Vendor. WVDOH will designate on the Delivery Order Contract Item O, Pavement Profiling/Milling–WVDOH Owns Millings, or Contract Item P, Pavement Profiling/Milling–Vendor Owns Millings, as per Section 9.2. Vendors shall factor in the haul cost of profiled/milled cuttings up to 10 miles, one way, in the bid price of this **Contract Items O and P**, regardless of who is to retain ownership of the Millings.

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- 3.3.12.2 Mobilization for Profiling/Milling, Contract Item Q** listed on **Attachment B Mobilization Pricing Pages (ATT B)**, all preparatory operations including movement of necessary personnel and equipment onto the project site to begin the profiling work. Only one Mobilization for Profiling per Delivery Order shall be paid when Pavement Profiling/Milling and identified accordingly from **Contract Item O or P** is required.
- 3.3.13 Haul of Profiled/Milled Cuttings, Contract Item R:** Profiled/Milled Cuttings from the project site may be hauled by either WVDOH forces or the Vendor, as determined by the WVDOH District Engineer or their designee. When WVDOH retains ownership of the millings, **Contract Item O**, hauling of Profiled/Milled Cuttings by Vendor shall be to locations designated by the WVDOH District Engineer, or their designee. When Vendor retains ownership of the millings, **Contract Item P**, hauling of Profiled/Milled Cuttings by Vendor shall be calculated to the Vendor's nearest plant location. Mileage shall be calculated using the straight-line diagram as described in Section 3.3.4.

The first 10 miles, one way, Haul of Profiled/Milled Cuttings shall be included with the bid price of the Pavement Profiling/Milling, **Contract Items O and P**, and shall not be charged for separately.

Haul of Profiled/Milled Cuttings beyond the initial 10 miles shall be bid per mile as **Contract Item R2**. **Contract Item R2** shall only be charged for mileage one way. Haul of Profiled/Milled Cuttings shall be for full capacity truckloads (legal truckloads) only, except for the last haul of the day, which permits the hauling of a partial load at the same rate.

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

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All labor and equipment to complete **Contract Item S** shall be included in the unit bid price for **Contract Item S**. Any traffic control required shall be charged separately per Section 3.3.22 of these Contract Specifications and identified accordingly as **Contract Item AC**.

- **Base Failure Repair** shall be in accordance with **Base Failure Repair Detail, Exhibit 6 (EXH 6)**.
- **Edge Failure Repair** shall be in accordance with **Edge Failure Repair Detail, Exhibit 7 (EXH 7)**.
- **Pothole Repair** shall be in accordance with **Pothole Repair Detail, Exhibit 8 (EXH 8)**.

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

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

**3.3.17 Contract Item T** shall be in accordance with **Attachment G Asphalt High Performance Thin Overlay, SP496 (ATT G)**, as amended. Laydown service shall be provided per Section 3.3.16.2 of these Contract Specifications.

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

**3.3.17.2 Laydown of Materials, Contract Item V**, shall provide Laydown services for **Asphalt HTPO, Contract Item T**. Any costs associated with the Material Transfer Device shall be included in the Vendor's bid price for Laydown. Laydown shall be provided by the Vendor at projects designated by the WVDOH District Engineer or their designee.

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**3.3.17.3 Asphalt HTPPO, Contract Item T**, shall be PG 64E - 22 ordered in 400 (four hundred) ton increments and **Contract Item V** shall also be requested in 400 (four hundred) ton increments or greater.

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

**3.3.18 Ultra-Thin Asphalt Overlay, Contract Item W**, shall be in accordance with **Attachment H – SP498 Ultra-Thin Asphalt Overlay (ATT H)**, as amended. Laydown service shall be provided per Section 3.3.5 of these Contract Specifications.

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

**3.3.20 Rumble Strips:**

**3.3.20.1 Milled Rumble Strips, Contract Item Y**, shall be in accordance with the **Exhibit 9 Rumble Strip Special Detail (EXH 9)**.

**3.3.20.2 Mobilization for Milled Rumble Strips, Contract Item Z**, on **Attachment B Mobilization Pricing Pages (ATT B)**, is all preparatory operations including movement of necessary personnel and equipment onto the project site to begin the work of Milling Rumble Strips. Only one Mobilization for Milling Rumble Strips per Delivery Order shall be paid when **Milled Rumble Strips, Contract Item Y**, is required.

**3.3.21 Parking Lot and Facility Paving Surcharge, Contract Item AA**, is a surcharge which shall be provided when materials, **Contract Items A, T, and W**, are used to pave parking lots.

**3.3.22 Cleaning and Sweeping, Contract Item AB**, shall be calculated as the paving length times the width swept. The WVDOH shall have the option to perform Cleaning and Sweeping.

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**3.3.23 Maintaining Traffic:** While undergoing improvement, the project site shall be kept open to traffic in such condition that both local and through traffic will be adequately and safely accommodated. All improvement operations shall be scheduled by the Vendor to keep traffic delay to a minimum.

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

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

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

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

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

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

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



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

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

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

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

**A.** Payment for additional day charge will not be made if the plant has produced over 500 tons on that day. If between 300 and 500 tons have been produced, payment for additional day charge will be made equal to one-half of the contract awarded bid price for the additional day charge. The quantity produced to make this determination shall include all material produced that day, which includes tonnage bought by the WVDOH, other local governments and all private work.

**B.** The WVDOH will only pay its share of the amount determined to be due for additional day charge as described above. For example, if the plant produces 375 tons and the

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WVDOH takes 150 tons of the total, 40% of the plant's daily production, payment for additional day charge would be calculated as follows: Since the total daily production is between 300 and 500 tons, the Vendor is due 50% of the additional day charge. Because the WVDOH's share of this daily production is 40%, the WVDOH would pay 40% of one-half of the additional day charge, or in this case, 20% of the additional day charges.

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

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

**3.3.27 Emergency Work: Emergency work as ordered by WVDOH District Engineer or their designee** is work that shall be initiated within forty-eight (48) hours from when the Delivery Order is received by the vendor. The determination of emergency work will be in accordance with Section 2.5 of these Contract Specifications. Emergency Work must be prominently noted on Delivery Order. Designated emergency projects will be paid at 1.50 times the vendors bid price.

#### 4. SAFETY

**Pandemic-Response Safety Protocols:** In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outline in the Standard Specs, as amended, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendors may obtain the WVDOH's pandemic-response protocols by contacting the WVDOH District Engineer or their designee.

#### 5. PRICE ADJUSTMENTS:

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

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

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

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

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

- 6. ACCEPTANCE PLAN:** Quality control at the plant and in-the-field shall be the responsibility of the Vendor and shall meet the requirements of MP 401.03.50. Compaction quality control shall be in accordance with MP 401.05.20. Acceptance testing shall be the responsibility of the WVDOH. Quality assurance of the material shall

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be as set forth in MP 401.02.27 for Marshall Mix designs or MP 401.02.29 for Superpave mix designs. Referenced MP's, as amended, may be referenced at <https://transportation.wv.gov/highways/mcst/Pages/MP-400s.aspx>.

**NOTE: Contrary to the Standard Specifications language, no price adjustment or bonus shall be made for compaction or smoothness under this contract. All other related Standard Specs requirements still apply.**

**7. CONTRACT AWARD:**

**7.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.

**7.2 Pricing Pages and Plant Information Forms:** A complete bid submission SHALL include multiple Attachments to include Pricing Pages AND corresponding Plant Information Forms.

- Vendor shall clearly identify the applicable counties on **Attachment A Pricing Pages (ATT A)** Pricing Page by marking an "X" beside applicable county/counties.
- Vendor shall clearly identify their bid, by county, on **Attachment B Mobilization Pricing Pages (ATT B)** by providing a lump sum price beside the applicable county/counties for each mobilization Contract Item they are bidding on, as listed in Section 3.3.23 of these Contract Specifications.
- Vendor shall list with each materials plant location which will provide the materials listed on the **Pricing Pages (ATT A)**, each plant location listing on **Attachment C Asphalt Plant Information Form (ATT C)** and **Attachment D Stone Plant Information Form (ATT D)** must also list the counties which the listed plant location serves.
- Vendor shall submit one complete set of Pricing Pages and Plant Information Forms for each county or grouping of counties with identical pricing. If bid prices differ across counties, the Vendor shall make duplicates of the Pricing Pages (ATT A and ATT B) and Plant Information Forms (ATT C and ATT D) and submit a new, separate, complete set of Pricing Pages and Plant Information Forms for each differing set of prices, identifying the applicable counties on each separate set.

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

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

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

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

**Submitting Pricing Pages or Attachments from a prior years' contract in lieu of the current Pricing Pages or Attachments included for this solicitation will result in the disqualification of the Vendor's bid.**

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

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

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

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

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

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

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

**7.3 Contract Award Transition:** Upon the award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any Delivery Order issued prior to the award of the 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, and 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 Districts or the Vendors longer than ten (10) working days after the effective date of use is announced for the new contract.

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

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one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

8. **DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor for individual repair paving projects, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the Contract Items required for individual projects. A written Delivery Order will be issued to the Vendor with the lowest overall total cost. Charges for hauling will be calculated according to Section 3.3.4 of these Contract Specifications.

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

9. **ORDERING AND PAYMENT:**

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

- 9.2 **Delivery Order:** WVDOH will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH Engineer or their designee. The order should be completed on a WV-39 Blanket Release Order. The order should detail the need and location information of the work to be completed per Contract Items, as well as the tentative start and end dates, to become the agreed upon official start and end dates. Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. **Any verbal communications to initiate or make modifications to a project from this contract are not acceptable as a Delivery Order.**

- 9.2.1 **Lead Time:** The WVDOH should plan accordingly to allow the Contractor a minimum of fourteen (14) calendar days prior to the date of the agreed upon work start date on the Delivery Order to allow Vendor to mobilize and begin work.

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- 9.3 **Payment:** Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website ([wvsao.gov](http://wvsao.gov)) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

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

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



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- 10.4 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. Agency placing the Delivery Order under this Contract must be notified **in writing by the Vendor no later than five (5) business days prior to the scheduled start date from the Agency's order.** Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and application of Liquidated Damages.
- Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the WVDOH Budget and Procurement Division.
- 10.4.1 Liquidated Damages:** If the Vendor's work completion or corrections of deficient work exceeds the Delivery Order completion due date/timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one after the WVDOH's specified Delivery Order due date, in accordance with this Section, the contract's Terms and Conditions, and the Standard Specs Section 108.7, as amended.
- 10.5 Adverse Weather Conditions:** Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOH District Engineer or their designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOH, Vendor, or general public, work shall be suspended by the WVDOH Engineer/designee. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOH Engineer/designee. After a weather-related suspension of work, the WVDOH District Engineer or their designee shall determine and convey in writing, such Delivery Order changes and when work shall commence/resume, followed by the Vendor's written acknowledgement, per Section 10.4 of this Contract Solicitation.
- 10.6 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. Vendor's Plant Location. **Haul by Vendor, Contract Item F**, shall be requested on the Delivery Order. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency

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separately for such delivery.

- 10.7 Project Acceptance Criteria:** The WVDOH District Engineer or their designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the WVDOH District Engineer or their designee not performed in accordance with these contract Specifications and the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the WVDOH District Engineer or their designee. Under no circumstance shall the Vendor's deficiency corrections exceed twenty (20) calendar days unless otherwise declared in writing by the WVDOH District Engineer or their designee, subject to Liquidated Damages as per Section 10.4.1 of these Contract Specifications.
- 10.8 Rejection of Unacceptable Contract Items:** The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs **Section 105**, as amended.

**11. VENDOR DEFAULT:**

- 11.1** The following shall be considered a vendor default under this Contract.
- 11.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
  - 11.1.2** Failure to comply with other specifications and requirements contained herein.
  - 11.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 11.1.4** Failure to remedy deficient performance upon request.
- 11.2** The following remedies shall be available to Agency upon default.
- 11.2.1** Immediate cancellation of the Contract.
  - 11.2.2** Immediate cancellation of one or more release orders issued under this Contract.

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11.2.3 Any other remedies available in law or equity.

**12. MISCELLANEOUS:**

- 12.1 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.
- 12.2 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.
- 12.3 Vendor's Invoices:** Invoices for materials, **Contract Items A, S, V, and T**, must be submitted separately from all other items. All other items shall be submitted on a separate invoice. The Vendor's invoices must be submitted as an original containing the following information:
- All weigh ticket numbers for material delivered and cuttings hauled during the invoice period.
  - WVDOH Delivery Order number and this contract number.
  - Total quantity and unit price with the total cost of each type of material furnished.
  - No payment will be made to a Contractor for **Daytime Paving Mobilization, Contract Item H1**, unless the quantity is less than 500 tons or **Nighttime Paving Mobilization, Contract Item H2** unless the Delivery Order directs that the paving is to be done at night.
- 12.4 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.

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

**Contract Manager:** TYLER BEATY  
**Telephone Number:** 304-472-8890  
**Fax Number:** 304-472-8897  
**Email Address:** tbeaty@jfallenco.com

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

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

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

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: J.F.ALLEN COMPANY Address: PO BOX 2049  
BUCKHANNON, WV 26201

Name of Authorized Agent: BRYAN E. LEATHERMAN Address: PO BOX 2049, BUCKHANNON, WV 26201

Contract Number: DOT2200000014 Contract Description: ASPHALT MATERIALS, DELIVERY

Governmental agency awarding contract: DIVISION OF HIGHWAYS

Check here if this is a Supplemental Disclosure

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

**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.

JOHN C. ALLEN, JR.

**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:  Date Signed: 11-29-2021

**Notary Verification**

State of WEST VIRGINIA, County of UPSHUR:

I, BRYAN E. LEATHERMAN, 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 29TH day of NOVEMBER, 2021.

  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

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: J.F. ALLEN COMPANY

Authorized Signature: [Signature] Date: NOVEMBER 29, 2021

State of WEST VIRGINIA

County of UPSHUR, to-wit:

Taken, subscribed, and sworn to before me this 29 day of NOVEMBER, 2021.

My Commission expires SEPTEMBER 11, 2021.



NOTARY PUBLIC

[Signature]  
Purchasing Affidavit (Revised 01/19/2018)



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/29/2021

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> J.F. Allen Company P.O. Box 2049 Buckhannon WV 26201 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Zurich American Ins Co		16535
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570090419335      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested	
							LIMITS	
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER GEN'L AGGREGATE LIMIT APPLIES PER			GL0509886912	04/01/2021	04/01/2022	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 5098870-12	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC509886812	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570090419335

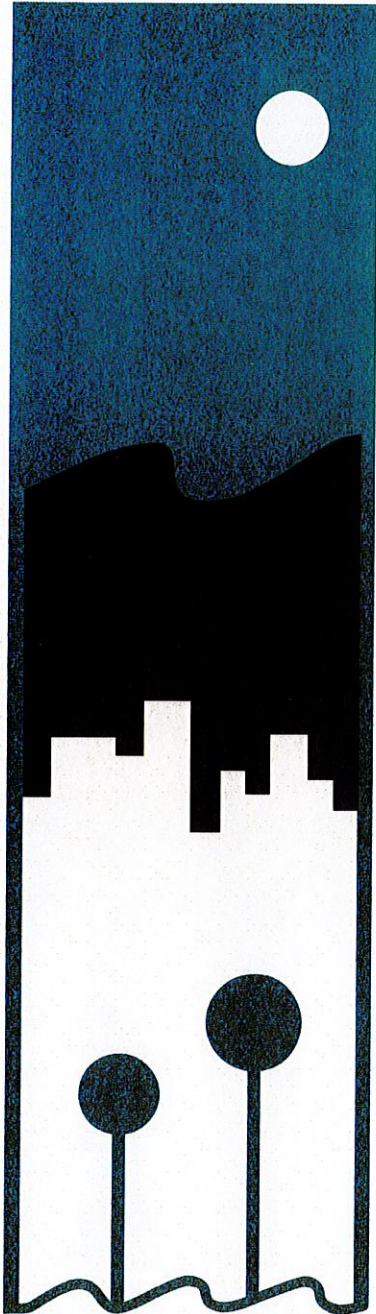
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Job: DOT2200000014 ASPHALT DELIVERY;

<b>CERTIFICATE HOLDER</b>  State of wv 1900 Kanawha Blvd. E, Bldg. 5 Charleston WA 25302 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Central, Inc.</i>

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**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

# CONTRACTOR LICENSE

Authorized by the  
**West Virginia Contractor Licensing Board**

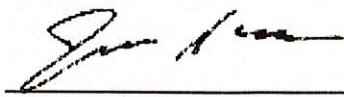
**Number:** WV000376

**Classification:**  
GENERAL ENGINEERING

J F ALLEN COMPANY  
DBA J F ALLEN COMPANY  
PO BOX 2049  
BUCKHANNON, WV 26201-7049

Date Issued	Expiration Date
AUGUST 05, 2021	AUGUST 05, 2022

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

  
\_\_\_\_\_  
Chair, West Virginia Contractor  
Licensing Board

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

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT A PRICING PAGE (ATT A)

Vendor name shall be entered here by the Vendor: J.F. ALLEN COMPANY - Buckhannon

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

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

Supplier Name - Vendor's Sourced Plant	Contract Item #	Contract Item Description	Unit of Measure	List Price
J.F. ALLEN COMPANY - BUCKHANNON PLANT	A1	Asphalt Section 401 - Base I	TON	\$60.79
J.F. ALLEN COMPANY - BUCKHANNON PLANT	A2	Asphalt Section 401 - 25mm Superpave	TON	\$64.78
J.F. ALLEN COMPANY - BUCKHANNON PLANT	A3	Asphalt Section 401 - Base II	TON	\$64.27
J.F. ALLEN COMPANY - BUCKHANNON PLANT	A4	Asphalt Section 401 - Patch and Level	TON	\$64.27
J.F. ALLEN COMPANY - BUCKHANNON PLANT	A5	Asphalt Section 401 - Wearing IV	TON	\$64.27
J.F. ALLEN COMPANY - BUCKHANNON PLANT	A6	Asphalt Section 402 - Wearing IV	TON	\$68.66
J.F. ALLEN COMPANY - BUCKHANNON PLANT	A7	Asphalt Section 401 - 19mm Superpave	TON	\$65.00
J.F. ALLEN COMPANY - BUCKHANNON PLANT	A8	Asphalt Section 401 - Scratch Course	TON	\$69.34
J.F. ALLEN COMPANY - BUCKHANNON PLANT	A9	Asphalt Section 402 - 9.5mm Superpave	TON	\$72.25
J.F. ALLEN COMPANY - BUCKHANNON PLANT	A10	Asphalt Section 401 - Wearing 1	TON	\$69.25
J.F. ALLEN COMPANY - BUCKHANNON PLANT	A11	Asphalt Section 402 - Wearing 1	TON	\$71.66
J.F. ALLEN COMPANY - BUCKHANNON PLANT	A12	Asphalt Section 401 - 4.75mm Superpave	TON	\$81.35
J.F. ALLEN COMPANY - BUCKHANNON PLANT	A13	Asphalt Section 402 - 4.75mm Superpave	TON	\$89.77
J.F. ALLEN COMPANY - BUCKHANNON PLANT	A14	Asphalt Section 401 - Wearing III	TON	\$80.32
J.F. ALLEN COMPANY - BUCKHANNON PLANT	A15	Asphalt Section 402 - Wearing III	TON	\$95.39
J.F. ALLEN COMPANY - BUCKHANNON PLANT	A16	Asphalt Section 401 - 12.5mm Superpave	TON	\$71.58
J.F. ALLEN COMPANY - BUCKHANNON PLANT	A17	Asphalt Section 402 - 12.5mm Superpave	TON	\$74.02
J.F. ALLEN COMPANY - BUCKHANNON PLANT	B	Shoulder Stone Placement for Asphalt Section 307 - Class 10	TON	\$31.25
J.F. ALLEN COMPANY - BUCKHANNON PLANT	C	Shoulder Stone Mobilization - Complete on Attachment B (ATT B)	LUMP SUM	-----
J.F. ALLEN COMPANY - BUCKHANNON PLANT	D1	Haul by Vendor Shoulder Stone Placement - First Ton Mile	MILE	\$1.50
J.F. ALLEN COMPANY - BUCKHANNON PLANT	D2	Haul by Vendor Shoulder Stone Placement - Each Additional Mile	MILE	\$0.22
J.F. ALLEN COMPANY - BUCKHANNON PLANT	E1	Surcharge for PG Binder - 70 minus 22	TON	\$4.75
J.F. ALLEN COMPANY - BUCKHANNON PLANT	E2	Surcharge for PG Binder 76 minus 22 ordered in 400 Ton increments	TON	\$12.50
J.F. ALLEN COMPANY - BUCKHANNON PLANT	F1	Asphalt Haul by Vendor - First Ton Mile	MILE	\$1.50
J.F. ALLEN COMPANY - BUCKHANNON PLANT	F2	Asphalt Haul by Vendor - Each Additional Mile	MILE	\$0.19
J.F. ALLEN COMPANY - BUCKHANNON PLANT	G1	Laydown of Materials. Items A and V, Each Site 0 to 100 Tons	TON	\$100.00
J.F. ALLEN COMPANY - BUCKHANNON PLANT	G2	Laydown of Materials. Items A and V, Each Site 101 to 200 Tons	TON	\$35.00
J.F. ALLEN COMPANY - BUCKHANNON PLANT	G3	Laydown of Materials. Items A and V, Each Site 201 to 500 Tons	TON	\$12.00
J.F. ALLEN COMPANY - BUCKHANNON PLANT	G4	Laydown of Materials. Items A and V, Each Site 501 Tons or Greater	TON	\$8.00
J.F. ALLEN COMPANY - BUCKHANNON PLANT	H1	Mobilization - Daytime Paving - Complete on Attachment B (ATT B)	LUMP SUM	-----
J.F. ALLEN COMPANY - BUCKHANNON PLANT	H2	Mobilization - Nighttime Paving - Complete on Attachment B (ATT B)	LUMP SUM	-----
J.F. ALLEN COMPANY - BUCKHANNON PLANT	I1	Excavation for Shoulder Paving - 0 to 1000 Sq. Yards	SY	\$7.25
J.F. ALLEN COMPANY - BUCKHANNON PLANT	I2	Excavation for Shoulder Paving - 1001 to 2000 Sq. Yards	SY	\$3.75
J.F. ALLEN COMPANY - BUCKHANNON PLANT	I3	Excavation for Shoulder Paving - 2001 to 3000 Sq. Yards	SY	\$2.80
J.F. ALLEN COMPANY - BUCKHANNON PLANT	I4	Excavation for Shoulder Paving - 3001 Sq. Yards or Greater	SY	\$2.05
J.F. ALLEN COMPANY - BUCKHANNON PLANT	J1	Asphalt Base I Shoulder Paving Surcharge - 0 to 100 Tons	TON	\$20.00
J.F. ALLEN COMPANY - BUCKHANNON PLANT	J2	Asphalt Base I Shoulder Paving Surcharge - 101 to 200 Tons	TON	\$15.00
J.F. ALLEN COMPANY - BUCKHANNON PLANT	J3	Asphalt Base I Shoulder Paving Surcharge - 201 to 500 Tons	TON	\$4.50
J.F. ALLEN COMPANY - BUCKHANNON PLANT	J4	Asphalt Base I Shoulder Paving Surcharge - 501 Tons or Greater	TON	\$2.50
J.F. ALLEN COMPANY - BUCKHANNON PLANT	K1	Asphalt Base II Shoulder Paving Surcharge - 0 to 100 Tons	TON	\$20.00
J.F. ALLEN COMPANY - BUCKHANNON PLANT	K2	Asphalt Base II Shoulder Paving Surcharge - 101 to 200 Tons	TON	\$15.00
J.F. ALLEN COMPANY - BUCKHANNON PLANT	K3	Asphalt Base II Shoulder Paving Surcharge - 201 to 500 Tons	TON	\$4.50
J.F. ALLEN COMPANY - BUCKHANNON PLANT	K4	Asphalt Base II Shoulder Paving Surcharge - 501 Tons or Greater	TON	\$2.50
J.F. ALLEN COMPANY - BUCKHANNON PLANT	L	Asphalt Material for Tack Coat or Prime Material	GAL	\$2.50
J.F. ALLEN COMPANY - BUCKHANNON PLANT	M	Additional Heel-In Joints	LF	\$12.50
J.F. ALLEN COMPANY - BUCKHANNON PLANT	N	Skip Paving Surcharge	TON	\$4.00
J.F. ALLEN COMPANY - BUCKHANNON PLANT	O1	Pavement Profiling/Milling-WVDOH Owns Millings 0 to 250 Sq. Yards	SY	\$25.30
J.F. ALLEN COMPANY - BUCKHANNON PLANT	O2	Pavement Profiling/Milling-WVDOH Owns Millings 251 to 500 Sq. Yards	SY	\$16.10
J.F. ALLEN COMPANY - BUCKHANNON PLANT	O3	Pavement Profiling/Milling-WVDOH Owns Millings 501 to 1000 Sq. Yards	SY	\$10.40
J.F. ALLEN COMPANY - BUCKHANNON PLANT	O4	Pavement Profiling/Milling-WVDOH Owns Millings 1001 to 2500 Sq. Yards	SY	\$5.00
J.F. ALLEN COMPANY - BUCKHANNON PLANT	O5	Pavement Profiling/Milling-WVDOH Owns Millings 2501 to 5000 Sq. Yards	SY	\$3.95
J.F. ALLEN COMPANY - BUCKHANNON PLANT	O6	Pavement Profiling/Milling-WVDOH Owns Millings 5001 Sq. Yards or Greater	SY	\$2.25
J.F. ALLEN COMPANY - BUCKHANNON PLANT	P1	Pavement Profiling/Milling-Vendor Owns Millings 0 to 250 Sq. Yards	SY	\$25.30
J.F. ALLEN COMPANY - BUCKHANNON PLANT	P2	Pavement Profiling/Milling-Vendor Owns Millings 251 to 500 Sq. Yards	SY	\$16.10
J.F. ALLEN COMPANY - BUCKHANNON PLANT	P3	Pavement Profiling/Milling-Vendor Owns Millings 501 to 1000 Sq. Yards	SY	\$8.50
J.F. ALLEN COMPANY - BUCKHANNON PLANT	P4	Pavement Profiling/Milling-Vendor Owns Millings 1001 to 2500 Sq. Yards	SY	\$4.00
J.F. ALLEN COMPANY - BUCKHANNON PLANT	P5	Pavement Profiling/Milling-Vendor Owns Millings 2501 to 5000 Sq. Yards	SY	\$2.95
J.F. ALLEN COMPANY - BUCKHANNON PLANT	P6	Pavement Profiling/Milling-Vendor Owns Millings 5001 Sq. Yards or Greater	SY	\$1.75
J.F. ALLEN COMPANY - BUCKHANNON PLANT	Q	Mobilization - Pavement Profiling/Milling - Complete on Attachment B (ATT B)	LUMP SUM	-----

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT A PRICING PAGE (ATT A)

Vendor name shall be entered here by the Vendor: J.F. ALLEN COMPANY - Buckhannon

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

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

Supplier Name - Vendor's Sourced Plant	Contract Item #	Contract Item Description	Unit of Measure	List Price
J.F. ALLEN COMPANY - BUCKHANNON PLANT	R1	Haul of Profiled/Milled Cuttings, First 10 Miles (Included with Contract Items O & P)	MILE	No Add'l Charge
J.F. ALLEN COMPANY - BUCKHANNON PLANT	R2	Haul of Profiled/Milled Cuttings, Each Additional Mile (Above 10 Miles)	LOADED MILE	\$5.75
J.F. ALLEN COMPANY - BUCKHANNON PLANT	S	Pavement Repair - Asphalt Base II	TON	\$300.00
J.F. ALLEN COMPANY - BUCKHANNON PLANT	T	Asphalt HPTO - SP496 - PG 64E-22 ordered 400 Ton increments	TON	
J.F. ALLEN COMPANY - BUCKHANNON PLANT	U	Non-Tracking Tack - to be used with T	GAL	
J.F. ALLEN COMPANY - BUCKHANNON PLANT	V	Lay Down of Materials - to be used with T - 400 Ton or Greater	TON	
J.F. ALLEN COMPANY - BUCKHANNON PLANT	W	Ultra-Thin Asphalt Overlay - SP498	TON	\$74.50
J.F. ALLEN COMPANY - BUCKHANNON PLANT	X1	Fine Milling of Asphalt Pavement Surfaces - 0 to 250 Sq. Yards	SY	\$29.90
J.F. ALLEN COMPANY - BUCKHANNON PLANT	X2	Fine Milling of Asphalt Pavement Surfaces - 251 to 500 Sq. Yards	SY	\$19.75
J.F. ALLEN COMPANY - BUCKHANNON PLANT	X3	Fine Milling of Asphalt Pavement Surfaces - 501 to 1000 Sq. Yards	SY	\$12.25
J.F. ALLEN COMPANY - BUCKHANNON PLANT	X4	Fine Milling of Asphalt Pavement Surfaces 1001 to 2500 Sq. Yards	SY	\$5.85
J.F. ALLEN COMPANY - BUCKHANNON PLANT	X5	Fine Milling of Asphalt Pavement Surfaces 2501 to 5000 Sq. Yards	SY	\$3.50
J.F. ALLEN COMPANY - BUCKHANNON PLANT	X6	Fine Milling of Asphalt Pavement Surfaces - 5001 SY or Greater	SY	\$2.10
J.F. ALLEN COMPANY - BUCKHANNON PLANT	Y	Milled Rumble Strips	LF	\$0.50
	Z	Mobilization - Milled Rumble Strips - <b>Complete on Attachment B (ATT B)</b>	LUMP SUM	
J.F. ALLEN COMPANY - BUCKHANNON PLANT	AA	Surcharge for Parking Lot and Facility Paving - Items A	TON	\$6.25
J.F. ALLEN COMPANY - BUCKHANNON PLANT	AB	Cleaning and Sweeping	SY	\$0.01
J.F. ALLEN COMPANY - BUCKHANNON PLANT	AC1	Maintaining Traffic - Pilot Truck and Driver	DAY	\$775.00
J.F. ALLEN COMPANY - BUCKHANNON PLANT	AC2	Maintaining Traffic - Traffic Control Devices	UNIT	\$1.25
J.F. ALLEN COMPANY - BUCKHANNON PLANT	AC3	Maintaining Traffic - Flagger	HOUR	\$55.00
J.F. ALLEN COMPANY - BUCKHANNON PLANT	AC4	Maintaining Traffic - Arrow Board	DAY	\$25.00
J.F. ALLEN COMPANY - BUCKHANNON PLANT	AD1	Off-Season Plant Opening - First Day	DAY	\$3,500.00
J.F. ALLEN COMPANY - BUCKHANNON PLANT	AD2	Off-Season Plant Opening - Each Additional Day	DAY	\$850.00

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

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT B MOBILIZATION PRICING PAGE (ATT B)

Vendor name shall be entered here by the Vendor:

J.F. ALLEN COMPANY

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

County	Unit of Measure	Item C, Mobilization Shoulder Stone	Item H1, Mobilization DAYTIME Paving	Item H2, Mobilization NIGHTTIME Paving	Item Q, Mobilization Pavement Profiling	Item Z, Mobilization Milled Rumble Strips
Barbour	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Berkeley	LUMP SUM					
Boone	LUMP SUM					
Braxton	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Brooke	LUMP SUM					
Cabell	LUMP SUM					
Calhoun	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Clay	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Doddridge	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Fayette	LUMP SUM					
Gilmer	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Grant	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Greenbrier	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Hampshire	LUMP SUM					
Hancock	LUMP SUM					
Hardy	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Harrison	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Jackson	LUMP SUM					
Jefferson	LUMP SUM					
Kanawha	LUMP SUM					
Lewis	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Lincoln	LUMP SUM					
Logan	LUMP SUM					
Marion	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Marshall	LUMP SUM					
Mason	LUMP SUM					
McDowell	LUMP SUM					
Mercer	LUMP SUM					
Mineral	LUMP SUM					
Mingo	LUMP SUM					
Monongalia	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Monroe	LUMP SUM					
Morgan	LUMP SUM					
Nicholas	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Ohio	LUMP SUM					
Pendleton	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Pleasants	LUMP SUM					
Pocahontas	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Preston	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Putnam	LUMP SUM					
Raleigh	LUMP SUM					
Randolph	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Ritchie	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Roane	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Summers	LUMP SUM					
Taylor	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Tucker	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Tyler	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Upshur	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Wayne	LUMP SUM					
Webster	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Wetzel	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Wirt	LUMP SUM					
Wood	LUMP SUM					
Wyoming	LUMP SUM					

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

Vendor name shall be entered here by the Vendor: J.F. ALLEN COMPANY

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

Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	BARBOUR, BRAXTON, CALHOUN, CLAY, DODDRIDGE, GILMER, GREENBRIER, GRANT, HARDY, HARRISON, LEWIS
	MARION, MONONGALIA, NICHOLAS, PENDLETON, POCAHONTAS, PRESTON, RANDOLPH, RITCHIE,
Plant Name & Location	ROANE, TAYLOR, TUCKER, TYLER, UPSHUR, WEBSTER, WETZEL
	J.F. ALLEN COMPANY - BUCKHANNON PLANT
	320 ALCON ROAD
	BUCKHANNON, WV 26201
Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	
Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	
Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	

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

Vendor name shall be entered here by the Vendor: J.F. ALLEN COMPANY

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

Vendor's <b>SHOULDER STONE</b> Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	BARBOUR, BRAXTON, CALHOUN, CLAY, DODDRIDGE, GILMER, GRANT, GREENBRIER, HARDY, HARRISON,
	LEWIS, MARION, MONONGALIA, NICHOLAS, PENDLETON, POCAHONTAS, PRESTON, RANDOLPH, RITCHIE,
Plant Name & Location	ROANE, TAYLOR, TUCKER, TYLER, UPSHUR, WEBSTER, WETZEL
	J.F. ALLEN COMPANY - AGGREGATES QUARRY
	3105 HARRISON AVE
	ELKINS, WV 26201
Vendor's <b>SHOULDER STONE</b> Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	BARBOUR, BRAXTON, CALHOUN, CLAY, DODDRIDGE, GILMER, GRANT, GREENBRIER, HARDY, HARRISON,
	LEWIS, MARION, MONONGALIA, NICHOLAS, PENDLETON, POCAHONTAS, PRESTON, RANDOLPH, RITCHIE,
Plant Name & Location	ROANE, TAYLOR, TUCKER, TYLER, UPSHUR, WEBSTER, WETZEL
	J.F. ALLEN COMPANY - MASHEY GAP QUARRY
	5254 CHENOWETH CREEK
	ELKINS, WV 26201
Vendor's <b>SHOULDER STONE</b> Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	
Vendor's <b>SHOULDER STONE</b> Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	



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

<b>Proc Folder:</b> 938509		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Addendum 1: Asphalt Materials, Delivery & Labor by Vendor		Addendum 1 : Responses to Questions	
<b>Proc Type:</b> Agency Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-11-22	2021-11-30 14:30	ARFQ 0803 DOT2200000014	2

**BID RECEIVING LOCATION**

FINANCE & ADMINISTRATION  
 DIVISION OF HIGHWAYS  
 BLDG 5, RM A-260  
 1900 KANAWHA BLVD E  
 CHARLESTON WV 25302  
 US

**VENDOR**

**Vendor Customer Code:** 000000200095  
**Vendor Name :** J.F. ALLEN COMPANY  
**Address :** PO BOX 2049  
**Street :** 2133 OLD WESTON ROAD  
**City :** BUCKHANNON, WV 26201  
**State :** WEST VIRGINIA **Country :** US **Zip :** 26201  
**Principal Contact :** TYLER BEATY  
**Vendor Contact Phone:** 304-472-8890 **Extension:** 304-460-7432

**FOR INFORMATION CONTACT THE BUYER**  
 Dusty J Smith  
 (304) 558-2063  
 dusty.j.smith@wv.gov

**Vendor Signature X**  **FEIN#** 55-0328627 **DATE** 11/29/2021

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

**ADDITIONAL INFORMATION**

Addendum No.1 is issued for the following reasons:

1) To publish a copy of the vendor's questions with the responses given.

2) Uploading of the revised ATT A : Pricing Page

No other changing.

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

<b>Line</b>	<b>Comm Ln Desc</b>	<b>Qty</b>	<b>Unit Issue</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Asphalt	0.00000	TON		

<b>Comm Code</b>	<b>Manufacturer</b>	<b>Specification</b>	<b>Model #</b>
30121601			

**Extended Description:**

Asphalt

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00 AM	2021-11-19



	Document Phase	Document Description	Page
DOT2200000014	Final	Addendum 1: Asphalt Materials, Delivery & Labor by Vendor	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: ARFQ DOT2200000**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

\_\_\_\_\_  
J.F. ALLEN COMPANY

\_\_\_\_\_  
Company

\_\_\_\_\_  
*B. E. Holt*

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

\_\_\_\_\_  
NOVEMBER 29, 2021

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

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

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. The performance bond must be received by the

Agency prior to Contract award.

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

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

West Virginia Contractor's License

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor

shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
1,000,000.00 \_\_\_\_\_ per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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

**10. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and

shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

**12. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**13. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**15. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

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

**17. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect



beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**18. CANCELLATION:** The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

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

**21. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

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

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

**24. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

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

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

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

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

**29. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

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

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

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**35. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services,

materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**36. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**37. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**38. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

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

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**39. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment,

or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

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

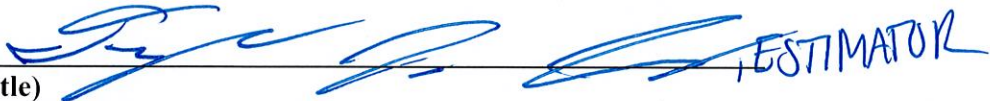
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or

offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**42. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**43. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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

  
\_\_\_\_\_  
**(Name, Title)**  
TYLER BEATY, ESTIMATOR  
\_\_\_\_\_  
**(Printed Name and Title)**  
PO BOX 2049 BUCKHANNON, WV 26201  
\_\_\_\_\_  
**(Address)**  
304-472-8890 / 304-472-8897  
\_\_\_\_\_  
**(Phone Number) / (Fax Number)**  
tbeaty@jfallenco.com  
\_\_\_\_\_  
**(E-mail address)**

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

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

J.F. ALLEN COMPANY

\_\_\_\_\_  
(Company)

  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

BRYAN E. LEATHERMAN, VICE PRESIDENT

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

NOVEMBER 29, 2021

\_\_\_\_\_  
(Date)

304-472-8890 / 304-472-8897

\_\_\_\_\_  
(Phone Number) (Fax Number)

Revised 04/21/2021

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** DOT2200000014

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

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

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

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

**J.F. ALLEN COMPANY**

Company

  
Authorized Signature

**NOVEMBER 29, 2021**

Date

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



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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end Asphalt contract for use on preventive maintenance and repair projects throughout the state of West Virginia including materials, delivery and labor, by the Vendor, to WVDOH project sites.
  
2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 **“Approved Source,” “Approved Plant,” “Approved Product,” or “Approved Vendor”** - Terms which refers to the Approved Product Lists (APL) of certified manufacturers and/or products that meet acceptable levels of quality as determined by WVDOH Materials Control, Soils and Testing Division (MCS&T). These lists are updated periodically, and it is the Vendors responsibility to refer to the MCS&T website to ensure compliance.  
[https://transportation.wv.gov/highways/mcst/Pages/APL\\_By\\_Number.aspx](https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx).
  - 2.2 **“Asphalt”, “Hot Mix Asphalt” and “HMA”** - Terms used interchangeably for asphalt.
  - 2.3 **“Contract Item” or “Contract Item(s)”** – Contract Items are identified in Section 3 of this Solicitation.
  - 2.4 **“Contractor” or “Vendor”** – interchangeable term used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.
  - 2.5 **“Emergency Work”** – Work that is required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by, at a minimum, a WVDOH District Engineer or their designee.
  - 2.6 **“F.O.B Destination” and “Free-on-Board Destination”** – Interchangeable terms meaning a Vendor or its designee bears the freight charges, owns the goods while in transit, and will deliver goods to the location specified on the Delivery Order via truck/other conveyance without any expense to the purchaser.

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- 2.7 “HPTO” - High Performance Thin Overlay.
- 2.8 “Liquidated Damages” - Monetary compensation due from the Vendor in the event the Vendor’s Contract Items as supplied fall short of contractual stipulation or breaches the contract. Delays in the delivery of Contract Items or supplying Items with quality failures and/or corrections needed by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted at the WVDOH Contract Administration’s Specifications and Documents website, as amended: <https://transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>
- 2.9 “MCS&T” - The WVDOH Materials Control, Soil and Testing Division, who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system. Reference: <http://www.transportation.wv.gov/highways/mcst/Pages/default.aspx>
- 2.10 “MP” - Material Procedures, as amended, issued by the WVDOH Materials Control, Soils and Testing Division. The MP numbers references throughout these Contract Specifications are available by MP number at: <https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>
- 2.11 “PG” – Performance Grade.
- 2.12 “Plant Information Form” and “Information Form” - **Mandatory forms which the Vendor must complete and submit with their bid** to identify each of the Vendor’s sourced Plants. Vendor shall provide Plant name, location, and counties served for each Plant sourced for asphalt and/or stone Materials associated with this contract’s Pricing Pages. Plant Information forms are mandatory and must accompany their respective Pricing Pages and be submitted at the time of bid. **This Solicitation requires the TWO (2) Plant Information Forms: Attachment C Asphalt Plant Information Form (ATT C) and Attachment D Stone Plant Information Form (ATT D).**
- 2.13 “Pricing Pages” - The schedule of prices attached hereto as **Attachment A Pricing Pages (ATT A) and Attachment B Mobilization Pricing Pages (ATT B)** which are used to evaluate the Solicitation responses. There are TWO (2) sets of Pricing Pages.

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**NOTE:** Vendor's Pricing Pages shall accompany and correspond with Vendor's Plant Information forms.

- 2.14 "RAP" - Reclaimed Asphalt Pavement.
- 2.15 "Solicitation" – The official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.
- 2.16 "SP" - WVDOH Special Provision.
- 2.17 "Standard Specs" – The West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as amended or modified by all subsequent Supplemental Specifications.
- 2.18 "WVDOH" or "Agency"– West Virginia Division of Highways.

**3. GENERAL REQUIREMENTS:**

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

Materials, equipment, and performance of this contract shall conform, but is not limited to, the requirements of Sections 307, 401, 408, 415, and 636, as amended.

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

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

A free electronic copy of the Standard Specs may be obtained by sourcing:  
<http://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx>

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**3.2 Mandatory Items to be Included with the Bid:** The Vendor should carefully read the entire solicitation invitation. The Vendor shall include as part of their bid response:

- Certification and Signature Page
- Addendum Acknowledgement Form
- Valid West Virginia Contractor's License, if applicable.
- Contract Manager Page
- Attachments included in solicitation package (ATT A, ATT B, etc.)
- Purchasing Affidavit (properly notarized)
- Ethics/Disclosure Form (properly notarized)
- Valid Certificate of Insurance; and,
- Any other required forms or supporting information as described herein.

Omitting any required forms, attachments, or documentation as described throughout this contract will deem a bid non-responsive and may result in the disqualification of the Vendor's bid response.

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

**3.3.1 Materials:**

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

All labor, equipment, and material to complete **Item B "Shoulder Stone Placement for Asphalt 307-Class 10"** shall be included in the unit bid price. Any traffic control required shall be charged per Section 3.3.22 of these Contract Specifications.

**3.3.2 Shoulder Stone:**

**3.3.2.1 Shoulder Stone Placement, Section 307, Class 10, Contract Item B,** shall meet the requirements of the Standard Detail for **Exhibit 1 Shoulder Reconstruction (EXH 1)** and **Exhibit 2 Restoring Shoulders for Guardrail (EXH 2)**, or as directed by the Delivery Order and the WVDOH District Engineer or their

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designee and shall be bid per ton. **Shoulder Stone Placement and Stone will be paid as Contract Item B.**

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

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

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

**All labor, equipment and material to complete Placement/Restoring of Stone, Contract Item B shall be included in the unit bid price.** Any traffic control required shall be charged per Section 3.3.22 of these Contract Specifications.

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

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

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Diagrams are available in each WVDOH District Office and the WVDOH Central Office. WVDOH will determine the route to be taken due to bridge and/or road restrictions which shall have acceptable load limits for both roads and bridges.

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

**3.3.5 Laydown of Materials, Contract Item G**, shall provide Laydown services for Materials (**Contract Item A**). Laydown shall be provided by the Vendor at projects designated by the WVDOH District Engineer or their designee.

**3.3.5.1 Safety Edge™**: As per the Standard Spec Sections 410.10.2 and 401.10.6, and **Safety Edge Design Directive 650, Exhibit 3 (EXH 3)**, when the total specified lift thickness of pavement is 1.5 inches or greater, the Vendor shall construct an outside pavement edge with Safety Edge™, where appropriate as described in **Safety Edge Design Directive 650, Exhibit 3 (EXH 3)**, unless Directed otherwise by the WVDOH District Engineer or their designee. Safety Edge™ shall be installed at no additional cost to the WVDOH. Vendors must use an Approved Asphalt Safety Edge™ Device (shoe) model listed on Division Approved Product Listing at [https://transportation.wv.gov/highways/mcst/Pages/APL\\_By\\_Number.aspx](https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx), as amended. **Non-Approved Asphalt Safety Edge™ Device substitutions will not be accepted.**

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

Replacement of Asphalt Base, Asphalt Wearing or Shoulder Stone Aggregate will be paid as shown in Sections 3.3.7 and 3.3.8.

**3.3.7 Asphalt Base I Shoulder Paving, Contract Item J**, is a surcharge for work performed to pave road shoulders consisting of installing and

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compacting Asphalt Base I to the elevation of the existing pavement in the shoulder that is to be paved.

Vendor shall comply with **Repaving Pipe Trenches in Paved Shoulders, Exhibit 4 (EXH 4)**, where relevant work is performed.

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

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

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

Vendor shall comply with **Repaving Pipe Trenches in Paved Shoulders, Exhibit 4 (EXH 4)**, where relevant work is performed.

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

Asphalt Base II will be paid as **Contract Item A3**.  
Hauling of Asphalt Base II will be paid as **Contract Item F**.  
Laydown will be paid as **Contract Item G**.  
Excavation will be paid as **Contract Item I**.  
Shoulder Stone Placement/Restoring, and Stone will be paid as **Contract Item B**.

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

- 3.3.10 Additional Heel-In Joints, Contract Item M**, at the beginning and the end of each paving location will be performed by the Vendor in accordance with **Exhibit 5 Resurfacing Heel-In Detail (EXH 5)**. Additional Heel-In Joints, in accordance with the Resurfacing Heel-In Detail, may be required as directed by the WVDOH District Engineer or their designee at intersecting roadways, at the beginning and end of each paving skip, and at other designated locations. Payment of Additional Heel-In Joints shall be paid per linear foot as measured along the joint, which shall be full payment for complete construction of the joint.

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

**3.3.12 Pavement Profiling/Milling** shall consist of profiling the existing pavement to the specified grade and cross slope by grinding, planing, or milling. The profiling equipment shall be capable of accurately establishing profile grades of 1/4" plus or minus, along each edge of the machine by reference from the existing pavement by use of ski or matching shoe or by reference to independent grade control. The equipment shall have an automatic system for controlling grade and cross slope. The Vendor shall provide adequate manpower and auxiliary equipment to control dust and remove cuttings from the project site. Stockpiling of cuttings on the project site will not be permitted.

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

**3.3.12.1 Pavement Profiling/Milling, Contract Items O and P,** shall be measured as the total number of square yards planed or ground to a depth not exceeding two inches (2"). Should the required removal depth exceed two inches (2"), additional quantities shall be measured for each additional two inches (2") increment.

It shall be the WVDOH District Engineer or their designee's decision who retains ownership of the Profiled/Milled Cuttings: WVDOH or the Vendor. WVDOH will designate on the Delivery Order Contract Item O, Pavement Profiling/Milling–WVDOH Owns Millings, or Contract Item P, Pavement Profiling/Milling–Vendor Owns Millings, as per Section 9.2. Vendors shall factor in the haul cost of profiled/milled cuttings up to 10 miles, one way, in the bid price of this **Contract Items O and P**, regardless of who is to retain ownership of the Millings.



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

**3.3.13 Haul of Profiled/Milled Cuttings, Contract Item R:** Profiled/Milled Cuttings from the project site may be hauled by either WVDOH forces or the Vendor, as determined by the WVDOH District Engineer or their designee. When WVDOH retains ownership of the millings, **Contract Item O**, hauling of Profiled/Milled Cuttings by Vendor shall be to locations designated by the WVDOH District Engineer, or their designee. When Vendor retains ownership of the millings, **Contract Item P**, hauling of Profiled/Milled Cuttings by Vendor shall be calculated to the Vendor's nearest plant location. Mileage shall be calculated using the straight-line diagram as described in Section 3.3.4.

The first 10 miles, one way, Haul of Profiled/Milled Cuttings shall be included with the bid price of the Pavement Profiling/Milling, **Contract Items O and P**, and shall not be charged for separately.

Haul of Profiled/Milled Cuttings beyond the initial 10 miles shall be bid per mile as **Contract Item R2**. **Contract Item R2** shall only be charged for mileage one way. Haul of Profiled/Milled Cuttings shall be for full capacity truckloads (legal truckloads) only, except for the last haul of the day, which permits the hauling of a partial load at the same rate.

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

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All labor and equipment to complete **Contract Item S** shall be included in the unit bid price for **Contract Item S**. Any traffic control required shall be charged separately per Section 3.3.22 of these Contract Specifications and identified accordingly as **Contract Item AC**.

- **Base Failure Repair** shall be in accordance with **Base Failure Repair Detail, Exhibit 6 (EXH 6)**.
- **Edge Failure Repair** shall be in accordance with **Edge Failure Repair Detail, Exhibit 7 (EXH 7)**.
- **Pothole Repair** shall be in accordance with **Pothole Repair Detail, Exhibit 8 (EXH 8)**.

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

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

**3.3.17 Contract Item T** shall be in accordance with **Attachment G Asphalt High Performance Thin Overlay, SP496 (ATT G)**, as amended. Laydown service shall be provided per Section 3.3.16.2 of these Contract Specifications.

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

**3.3.17.2 Laydown of Materials, Contract Item V**, shall provide Laydown services for **Asphalt HTPO, Contract Item T**. Any costs associated with the Material Transfer Device shall be included in the Vendor's bid price for Laydown. Laydown shall be provided by the Vendor at projects designated by the WVDOH District Engineer or their designee.

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

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

**3.3.18 Ultra-Thin Asphalt Overlay, Contract Item W**, shall be in accordance with **Attachment H – SP498 Ultra-Thin Asphalt Overlay (ATT H)**, as amended. Laydown service shall be provided per Section 3.3.5 of these Contract Specifications.

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

**3.3.20 Rumble Strips:**

**3.3.20.1 Milled Rumble Strips, Contract Item Y**, shall be in accordance with the **Exhibit 9 Rumble Strip Special Detail (EXH 9)**.

**3.3.20.2 Mobilization for Milled Rumble Strips, Contract Item Z**, on **Attachment B Mobilization Pricing Pages (ATT B)**, is all preparatory operations including movement of necessary personnel and equipment onto the project site to begin the work of Milling Rumble Strips. Only one Mobilization for Milling Rumble Strips per Delivery Order shall be paid when **Milled Rumble Strips, Contract Item Y**, is required.

**3.3.21 Parking Lot and Facility Paving Surcharge, Contract Item AA**, is a surcharge which shall be provided when materials, **Contract Items A, T, and W**, are used to pave parking lots.

**3.3.22 Cleaning and Sweeping, Contract Item AB**, shall be calculated as the paving length times the width swept. The WVDOH shall have the option to perform Cleaning and Sweeping.

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**3.3.23 Maintaining Traffic:** While undergoing improvement, the project site shall be kept open to traffic in such condition that both local and through traffic will be adequately and safely accommodated. All improvement operations shall be scheduled by the Vendor to keep traffic delay to a minimum.

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

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

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

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

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

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

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

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

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

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

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

- A.** Payment for additional day charge will not be made if the plant has produced over 500 tons on that day. If between 300 and 500 tons have been produced, payment for additional day charge will be made equal to one-half of the contract awarded bid price for the additional day charge. The quantity produced to make this determination shall include all material produced that day, which includes tonnage bought by the WVDOH, other local governments and all private work.
- B.** The WVDOH will only pay its share of the amount determined to be due for additional day charge as described above. For example, if the plant produces 375 tons and the

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WVDOH takes 150 tons of the total, 40% of the plant's daily production, payment for additional day charge would be calculated as follows: Since the total daily production is between 300 and 500 tons, the Vendor is due 50% of the additional day charge. Because the WVDOH's share of this daily production is 40%, the WVDOH would pay 40% of one-half of the additional day charge, or in this case, 20% of the additional day charges.

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

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

**3.3.27 Emergency Work: Emergency work as ordered by WVDOH District Engineer or their designee** is work that shall be initiated within forty-eight (48) hours from when the Delivery Order is received by the vendor. The determination of emergency work will be in accordance with Section 2.5 of these Contract Specifications. Emergency Work must be prominently noted on Delivery Order. Designated emergency projects will be paid at 1.50 times the vendors bid price.

#### 4. SAFETY

**Pandemic-Response Safety Protocols:** In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outline in the Standard Specs, as amended, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendors may obtain the WVDOH's pandemic-response protocols by contacting the WVDOH District Engineer or their designee.

#### 5. PRICE ADJUSTMENTS:

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

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

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

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

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

- 6. ACCEPTANCE PLAN:** Quality control at the plant and in-the-field shall be the responsibility of the Vendor and shall meet the requirements of MP 401.03.50. Compaction quality control shall be in accordance with MP 401.05.20. Acceptance testing shall be the responsibility of the WVDOH. Quality assurance of the material shall

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be as set forth in MP 401.02.27 for Marshall Mix designs or MP 401.02.29 for Superpave mix designs. Referenced MP's, as amended, may be referenced at <https://transportation.wv.gov/highways/mcst/Pages/MP-400s.aspx>.

**NOTE: Contrary to the Standard Specifications language, no price adjustment or bonus shall be made for compaction or smoothness under this contract. All other related Standard Specs requirements still apply.**

**7. CONTRACT AWARD:**

**7.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.

**7.2 Pricing Pages and Plant Information Forms:** A complete bid submission SHALL include multiple Attachments to include Pricing Pages AND corresponding Plant Information Forms.

- Vendor shall clearly identify the applicable counties on **Attachment A Pricing Pages (ATT A)** Pricing Page by marking an “X” beside applicable county/counties.
- Vendor shall clearly identify their bid, by county, on **Attachment B Mobilization Pricing Pages (ATT B)** by providing a lump sum price beside the applicable county/counties for each mobilization Contract Item they are bidding on, as listed in Section 3.3.23 of these Contract Specifications.
- Vendor shall list with each materials plant location which will provide the materials listed on the **Pricing Pages (ATT A)**, each plant location listing on **Attachment C Asphalt Plant Information Form (ATT C)** and **Attachment D Stone Plant Information Form (ATT D)** must also list the counties which the listed plant location serves.
- Vendor shall submit one complete set of Pricing Pages and Plant Information Forms for each county or grouping of counties with identical pricing. If bid prices differ across counties, the Vendor shall make duplicates of the Pricing Pages (ATT A and ATT B) and Plant Information Forms (ATT C and ATT D) and submit a new, separate, complete set of Pricing Pages and Plant Information Forms for each differing set of prices, identifying the applicable counties on each separate set.



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

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

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

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

**Submitting Pricing Pages or Attachments from a prior years' contract in lieu of the current Pricing Pages or Attachments included for this solicitation will result in the disqualification of the Vendor's bid.**

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

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

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

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

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

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

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

**7.3 Contract Award Transition:** Upon the award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any Delivery Order issued prior to the award of the 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, and 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 Districts or the Vendors longer than ten (10) working days after the effective date of use is announced for the new contract.

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

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one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

- 8. DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor for individual repair paving projects, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the Contract Items required for individual projects. A written Delivery Order will be issued to the Vendor with the lowest overall total cost. Charges for hauling will be calculated according to Section 3.3.4 of these Contract Specifications.

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

**9. ORDERING AND PAYMENT:**

- 9.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations and ordering/billing/ payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor has the ability to accept online orders, it should include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.
- 9.2 Delivery Order:** WVDOH will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH Engineer or their designee. The order should be completed on a WV-39 Blanket Release Order. The order should detail the need and location information of the work to be completed per Contract Items, as well as the tentative start and end dates, to become the agreed upon official start and end dates. Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. **Any verbal communications to initiate or make modifications to a project from this contract are not acceptable as a Delivery Order.**
- 9.2.1 Lead Time:** The WVDOH should plan accordingly to allow the Contractor a minimum of fourteen (14) calendar days prior to the date of the agreed upon work start date on the Delivery Order to allow Vendor to mobilize and begin work.

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- 9.3 Payment:** Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website ([wvsao.gov](http://wvsao.gov)) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

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

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

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**10.4 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. Agency placing the Delivery Order under this Contract must be notified **in writing by the Vendor no later than five (5) business days prior to the scheduled start date from the Agency's order.** Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and application of Liquidated Damages.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the WVDOH Budget and Procurement Division.

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

**10.5 Adverse Weather Conditions:** Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOH District Engineer or their designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOH, Vendor, or general public, work shall be suspended by the WVDOH Engineer/designee. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOH Engineer/designee. After a weather-related suspension of work, the WVDOH District Engineer or their designee shall determine and convey in writing, such Delivery Order changes and when work shall commence/resume, followed by the Vendor's written acknowledgement, per Section 10.4 of this Contract Solicitation.

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

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separately for such delivery.

**10.7 Project Acceptance Criteria:** The WVDOH District Engineer or their designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the WVDOH District Engineer or their designee not performed in accordance with these contract Specifications and the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the WVDOH District Engineer or their designee. Under no circumstance shall the Vendor's deficiency corrections exceed twenty (20) calendar days unless otherwise declared in writing by the WVDOH District Engineer or their designee, subject to Liquidated Damages as per Section 10.4.1 of these Contract Specifications.

**10.8 Rejection of Unacceptable Contract Items:** The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs **Section 105**, as amended.

**11. VENDOR DEFAULT:**

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

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

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

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

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

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

**11.2.1** Immediate cancellation of the Contract.

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

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11.2.3 Any other remedies available in law or equity.

**12. MISCELLANEOUS:**

- 12.1 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.
- 12.2 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.
- 12.3 Vendor's Invoices:** Invoices for materials, **Contract Items A, S, V, and T**, must be submitted separately from all other items. All other items shall be submitted on a separate invoice. The Vendor's invoices must be submitted as an original containing the following information:
- All weigh ticket numbers for material delivered and cuttings hauled during the invoice period.
  - WVDOH Delivery Order number and this contract number.
  - Total quantity and unit price with the total cost of each type of material furnished.
  - No payment will be made to a Contractor for **Daytime Paving Mobilization, Contract Item H1**, unless the quantity is less than 500 tons or **Nighttime Paving Mobilization, Contract Item H2** unless the Delivery Order directs that the paving is to be done at night.
- 12.4 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.

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

**Contract Manager:** TYLER BEATY  
**Telephone Number:** 304-472-8890  
**Fax Number:** 304-472-8897  
**Email Address:** tbeaty@jfallenco.com

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



## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

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

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: J.F.ALLEN COMPANY Address: PO BOX 2049  
BUCKHANNON, WV 26201

Name of Authorized Agent: BRYAN E. LEATHERMAN Address: PO BOX 2049, BUCKHANNON, WV 26201

Contract Number: DOT2200000014 Contract Description: ASPHALT MATERIALS, DELIVERY

Governmental agency awarding contract: DIVISION OF HIGHWAYS

Check here if this is a Supplemental Disclosure

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

**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.

JOHN C. ALLEN, JR.

**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: 

Date Signed: 11-29-2021

**Notary Verification**

State of WEST VIRGINIA, County of UPSHUR:

I, BRYAN E. LEATHERMAN, 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 29TH day of NOVEMBER, 2021.

  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

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: J.F. ALLEN COMPANY

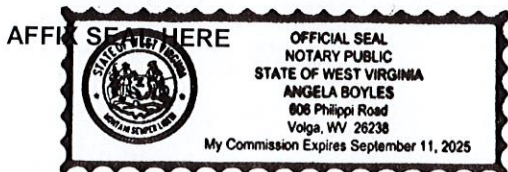
Authorized Signature: *[Signature]* Date: NOVEMBER 29, 2021

State of WEST VIRGINIA

County of UPSHUR, to-wit:

Taken, subscribed, and sworn to before me this 29 day of NOVEMBER, 2021.

My Commission expires SEPTEMBER 11, 2021.



NOTARY PUBLIC

*[Signature]*  
Purchasing Affidavit (Revised 01/19/2018)



# CONTRACTOR LICENSE

Authorized by the  
West Virginia Contractor Licensing Board

**Number:** WV000376

**Classification:**  
GENERAL ENGINEERING

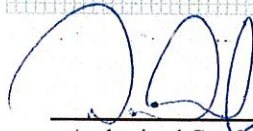
J F ALLEN COMPANY  
DBA J F ALLEN COMPANY  
PO BOX 2049  
BUCKHANNON, WV 26201-7049

**Date Issued**

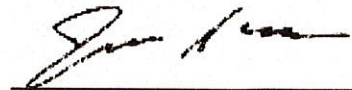
**Expiration Date**

AUGUST 05, 2021

AUGUST 05, 2022



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

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

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT A PRICING PAGE (ATT A)

Vendor name shall be entered here by the Vendor: J.F. ALLEN COMPANY - Elkins

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

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

Supplier Name - Vendor's Sourced Plant	Contract Item #	Contract Item Description	Unit of Measure	List Price
J.F. ALLEN COMPANY - ELKINS PLANT	A1	Asphalt Section 401 - Base I	TON	\$53.02
J.F. ALLEN COMPANY - ELKINS PLANT	A2	Asphalt Section 401 - 25mm Superpave	TON	\$57.01
J.F. ALLEN COMPANY - ELKINS PLANT	A3	Asphalt Section 401 - Base II	TON	\$56.50
J.F. ALLEN COMPANY - ELKINS PLANT	A4	Asphalt Section 401 - Patch and Level	TON	\$56.50
J.F. ALLEN COMPANY - ELKINS PLANT	A5	Asphalt Section 401 - Wearing IV	TON	\$56.50
J.F. ALLEN COMPANY - ELKINS PLANT	A6	Asphalt Section 402 - Wearing IV	TON	\$60.89
J.F. ALLEN COMPANY - ELKINS PLANT	A7	Asphalt Section 401 - 19mm Superpave	TON	\$57.23
J.F. ALLEN COMPANY - ELKINS PLANT	A8	Asphalt Section 401 - Scratch Course	TON	\$61.57
J.F. ALLEN COMPANY - ELKINS PLANT	A9	Asphalt Section 402 - 9.5mm Superpave	TON	\$64.48
J.F. ALLEN COMPANY - ELKINS PLANT	A10	Asphalt Section 401 - Wearing 1	TON	\$61.48
J.F. ALLEN COMPANY - ELKINS PLANT	A11	Asphalt Section 402 - Wearing 1	TON	\$63.89
J.F. ALLEN COMPANY - ELKINS PLANT	A12	Asphalt Section 401 - 4.75mm Superpave	TON	\$73.58
J.F. ALLEN COMPANY - ELKINS PLANT	A13	Asphalt Section 402 - 4.75mm Superpave	TON	\$82.00
J.F. ALLEN COMPANY - ELKINS PLANT	A14	Asphalt Section 401 - Wearing III	TON	\$72.55
J.F. ALLEN COMPANY - ELKINS PLANT	A15	Asphalt Section 402 - Wearing III	TON	\$87.62
J.F. ALLEN COMPANY - ELKINS PLANT	A16	Asphalt Section 401 - 12.5mm Superpave	TON	\$63.81
J.F. ALLEN COMPANY - ELKINS PLANT	A17	Asphalt Section 402 - 12.5mm Superpave	TON	\$66.25
J.F. ALLEN COMPANY - ELKINS PLANT	B	Shoulder Stone Placement for Asphalt Section 307 - Class 10	TON	\$31.25
	<b>C</b>	<b>Shoulder Stone Mobilization - Complete on Attachment B (ATT B)</b>	<b>LUMP SUM</b>	<b>-----</b>
J.F. ALLEN COMPANY - ELKINS PLANT	D1	Haul by Vendor Shoulder Stone Placement - First Ton Mile	MILE	\$1.50
J.F. ALLEN COMPANY - ELKINS PLANT	D2	Haul by Vendor Shoulder Stone Placement - Each Additional Mile	MILE	\$0.22
J.F. ALLEN COMPANY - ELKINS PLANT	E1	Surcharge for PG Binder - 70 minus 22	TON	\$4.75
J.F. ALLEN COMPANY - ELKINS PLANT	E2	Surcharge for PG Binder 76 minus 22 ordered in 400 Ton increments	TON	\$12.50
J.F. ALLEN COMPANY - ELKINS PLANT	F1	Asphalt Haul by Vendor - First Ton Mile	MILE	\$1.50
J.F. ALLEN COMPANY - ELKINS PLANT	F2	Asphalt Haul by Vendor - Each Additional Mile	MILE	\$0.19
J.F. ALLEN COMPANY - ELKINS PLANT	G1	Laydown of Materials. Items A and V, Each Site 0 to 100 Tons	TON	\$100.00
J.F. ALLEN COMPANY - ELKINS PLANT	G2	Laydown of Materials. Items A and V, Each Site 101 to 200 Tons	TON	\$35.00
J.F. ALLEN COMPANY - ELKINS PLANT	G3	Laydown of Materials. Items A and V, Each Site 201 to 500 Tons	TON	\$12.00
J.F. ALLEN COMPANY - ELKINS PLANT	G4	Laydown of Materials. Items A and V, Each Site 501 Tons or Greater	TON	\$8.00
	<b>H1</b>	<b>Mobilization - Daytime Paving - Complete on Attachment B (ATT B)</b>	<b>LUMP SUM</b>	<b>-----</b>
	<b>H2</b>	<b>Mobilization - Nighttime Paving - Complete on Attachment B (ATT B)</b>	<b>LUMP SUM</b>	<b>-----</b>
J.F. ALLEN COMPANY - ELKINS PLANT	I1	Excavation for Shoulder Paving - 0 to 1000 Sq. Yards	SY	\$7.25
J.F. ALLEN COMPANY - ELKINS PLANT	I2	Excavation for Shoulder Paving - 1001 to 2000 Sq. Yards	SY	\$3.75
J.F. ALLEN COMPANY - ELKINS PLANT	I3	Excavation for Shoulder Paving - 2001 to 3000 Sq. Yards	SY	\$2.80
J.F. ALLEN COMPANY - ELKINS PLANT	I4	Excavation for Shoulder Paving - 3001 Sq. Yards or Greater	SY	\$2.05
J.F. ALLEN COMPANY - ELKINS PLANT	J1	Asphalt Base I Shoulder Paving Surcharge - 0 to 100 Tons	TON	\$20.00
J.F. ALLEN COMPANY - ELKINS PLANT	J2	Asphalt Base I Shoulder Paving Surcharge - 101 to 200 Tons	TON	\$15.00
J.F. ALLEN COMPANY - ELKINS PLANT	J3	Asphalt Base I Shoulder Paving Surcharge - 201 to 500 Tons	TON	\$4.50
J.F. ALLEN COMPANY - ELKINS PLANT	J4	Asphalt Base I Shoulder Paving Surcharge - 501 Tons or Greater	TON	\$2.50
J.F. ALLEN COMPANY - ELKINS PLANT	K1	Asphalt Base II Shoulder Paving Surcharge - 0 to 100 Tons	TON	\$20.00
J.F. ALLEN COMPANY - ELKINS PLANT	K2	Asphalt Base II Shoulder Paving Surcharge - 101 to 200 Tons	TON	\$15.00
J.F. ALLEN COMPANY - ELKINS PLANT	K3	Asphalt Base II Shoulder Paving Surcharge - 201 to 500 Tons	TON	\$4.50
J.F. ALLEN COMPANY - ELKINS PLANT	K4	Asphalt Base II Shoulder Paving Surcharge - 501 Tons or Greater	TON	\$2.50
J.F. ALLEN COMPANY - ELKINS PLANT	L	Asphalt Material for Tack Coat or Prime Material	GAL	\$2.50
J.F. ALLEN COMPANY - ELKINS PLANT	M	Additional Heel-In Joints	LF	\$12.50
J.F. ALLEN COMPANY - ELKINS PLANT	N	Skip Paving Surcharge	TON	\$4.00
J.F. ALLEN COMPANY - ELKINS PLANT	O1	Pavement Profiling/Milling-WVDOH Owns Millings 0 to 250 Sq. Yards	SY	\$25.30
J.F. ALLEN COMPANY - ELKINS PLANT	O2	Pavement Profiling/Milling-WVDOH Owns Millings 251 to 500 Sq. Yards	SY	\$16.10
J.F. ALLEN COMPANY - ELKINS PLANT	O3	Pavement Profiling/Milling-WVDOH Owns Millings 501 to 1000 Sq. Yards	SY	\$10.40
J.F. ALLEN COMPANY - ELKINS PLANT	O4	Pavement Profiling/Milling-WVDOH Owns Millings 1001 to 2500 Sq. Yards	SY	\$5.00
J.F. ALLEN COMPANY - ELKINS PLANT	O5	Pavement Profiling/Milling-WVDOH Owns Millings 2501 to 5000 Sq. Yards	SY	\$3.95
J.F. ALLEN COMPANY - ELKINS PLANT	O6	Pavement Profiling/Milling-WVDOH Owns Millings 5001 Sq. Yards or Greater	SY	\$2.25
J.F. ALLEN COMPANY - ELKINS PLANT	P1	Pavement Profiling/Milling-Vendor Owns Millings 0 to 250 Sq. Yards	SY	\$25.30
J.F. ALLEN COMPANY - ELKINS PLANT	P2	Pavement Profiling/Milling-Vendor Owns Millings 251 to 500 Sq. Yards	SY	\$16.10
J.F. ALLEN COMPANY - ELKINS PLANT	P3	Pavement Profiling/Milling-Vendor Owns Millings 501 to 1000 Sq. Yards	SY	\$8.50
J.F. ALLEN COMPANY - ELKINS PLANT	P4	Pavement Profiling/Milling-Vendor Owns Millings 1001 to 2500 Sq. Yards	SY	\$4.00
J.F. ALLEN COMPANY - ELKINS PLANT	P5	Pavement Profiling/Milling-Vendor Owns Millings 2501 to 5000 Sq. Yards	SY	\$2.95
J.F. ALLEN COMPANY - ELKINS PLANT	P6	Pavement Profiling/Milling-Vendor Owns Millings 5001 Sq. Yards or Greater	SY	\$1.75
	<b>Q</b>	<b>Mobilization - Pavement Profiling/Milling - Complete on Attachment B (ATT B)</b>	<b>LUMP SUM</b>	<b>-----</b>

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT A PRICING PAGE (ATT A)

Vendor name shall be entered here by the Vendor: J.F. ALLEN COMPANY - Elkins

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

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

Supplier Name - Vendor's Sourced Plant	Contract Item #	Contract Item Description	Unit of Measure	List Price
J.F. ALLEN COMPANY - ELKINS PLANT	R1	Haul of Profiled/Milled Cuttings, First 10 Miles (Included with Contract Items O & P)	MILE	No Add'l Charge
J.F. ALLEN COMPANY - ELKINS PLANT	R2	Haul of Profiled/Milled Cuttings, Each Additional Mile (Above 10 Miles)	LOADED MILE	\$5.75
J.F. ALLEN COMPANY - ELKINS PLANT	S	Pavement Repair - Asphalt Base II	TON	\$300.00
J.F. ALLEN COMPANY - ELKINS PLANT	T	Asphalt HPTO - SP496 - PG 64E-22 ordered 400 Ton increments	TON	
J.F. ALLEN COMPANY - ELKINS PLANT	U	Non-Tracking Tack - to be used with T	GAL	
J.F. ALLEN COMPANY - ELKINS PLANT	V	Lay Down of Materials - to be used with T - 400 Ton or Greater	TON	
J.F. ALLEN COMPANY - ELKINS PLANT	W	Ultra-Thin Asphalt Overlay - SP498	TON	\$74.50
J.F. ALLEN COMPANY - ELKINS PLANT	X1	Fine Milling of Asphalt Pavement Surfaces - 0 to 250 Sq. Yards	SY	\$29.90
J.F. ALLEN COMPANY - ELKINS PLANT	X2	Fine Milling of Asphalt Pavement Surfaces - 251 to 500 Sq. Yards	SY	\$19.75
J.F. ALLEN COMPANY - ELKINS PLANT	X3	Fine Milling of Asphalt Pavement Surfaces - 501 to 1000 Sq. Yards	SY	\$12.25
J.F. ALLEN COMPANY - ELKINS PLANT	X4	Fine Milling of Asphalt Pavement Surfaces 1001 to 2500 Sq. Yards	SY	\$5.85
J.F. ALLEN COMPANY - ELKINS PLANT	X5	Fine Milling of Asphalt Pavement Surfaces 2501 to 5000 Sq. Yards	SY	\$3.50
J.F. ALLEN COMPANY - ELKINS PLANT	X6	Fine Milling of Asphalt Pavement Surfaces - 5001 SY or Greater	SY	\$2.10
J.F. ALLEN COMPANY - ELKINS PLANT	Y	Milled Rumble Strips	LF	\$0.50
	Z	<b>Mobilization - Milled Rumble Strips - Complete on Attachment B (ATT B)</b>	<b>LUMP SUM</b>	
J.F. ALLEN COMPANY - ELKINS PLANT	AA	Surcharge for Parking Lot and Facility Paving - Items A	TON	\$6.25
J.F. ALLEN COMPANY - ELKINS PLANT	AB	Cleaning and Sweeping	SY	\$0.01
J.F. ALLEN COMPANY - ELKINS PLANT	AC1	Maintaining Traffic - Pilot Truck and Driver	DAY	\$775.00
J.F. ALLEN COMPANY - ELKINS PLANT	AC2	Maintaining Traffic - Traffic Control Devices	UNIT	\$1.25
J.F. ALLEN COMPANY - ELKINS PLANT	AC3	Maintaining Traffic - Flagger	HOUR	\$55.00
J.F. ALLEN COMPANY - ELKINS PLANT	AC4	Maintaining Traffic - Arrow Board	DAY	\$25.00
J.F. ALLEN COMPANY - ELKINS PLANT	AD1	Off-Season Plant Opening - First Day	DAY	\$3,500.00
J.F. ALLEN COMPANY - ELKINS PLANT	AD2	Off-Season Plant Opening - Each Additional Day	DAY	\$850.00

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

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT B MOBILIZATION PRICING PAGE (ATT B)

Vendor name shall be entered here by the Vendor:

J.F. ALLEN COMPANY

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

County	Unit of Measure	Item C, Mobilization Shoulder Stone	Item H1, Mobilization DAYTIME Paving	Item H2, Mobilization NIGHTTIME Paving	Item Q, Mobilization Pavement Profiling	Item Z, Mobilization Milled Rumble Strips
Barbour	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Berkeley	LUMP SUM					
Boone	LUMP SUM					
Braxton	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Brooke	LUMP SUM					
Cabell	LUMP SUM					
Calhoun	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Clay	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Doddridge	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Fayette	LUMP SUM					
Gilmer	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Grant	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Greenbrier	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Hampshire	LUMP SUM					
Hancock	LUMP SUM					
Hardy	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Harrison	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Jackson	LUMP SUM					
Jefferson	LUMP SUM					
Kanawha	LUMP SUM					
Lewis	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Lincoln	LUMP SUM					
Logan	LUMP SUM					
Marion	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Marshall	LUMP SUM					
Mason	LUMP SUM					
McDowell	LUMP SUM					
Mercer	LUMP SUM					
Mineral	LUMP SUM					
Mingo	LUMP SUM					
Monongalia	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Monroe	LUMP SUM					
Morgan	LUMP SUM					
Nicholas	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Ohio	LUMP SUM					
Pendleton	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Pleasants	LUMP SUM					
Pocahontas	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Preston	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Putnam	LUMP SUM					
Raleigh	LUMP SUM					
Randolph	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Ritchie	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Roane	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Summers	LUMP SUM					
Taylor	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Tucker	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Tyler	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Upshur	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Wayne	LUMP SUM					
Webster	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Wetzel	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Wirt	LUMP SUM					
Wood	LUMP SUM					
Wyoming	LUMP SUM					



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

Vendor name shall be entered here by the Vendor: J.F. ALLEN COMPANY

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

Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	BARBOUR, BRAXTON, CALHOUN, CLAY, DODDRIDGE, GILMER, GREENBRIER, GRANT, HARDY, HARRISON, LEWIS
Plant Name & Location	MARION, MONONGALIA, NICHOLAS, PENDLETON, POCAHONTAS, PRESTON, RANDOLPH, RITCHIE, ROANE, TAYLOR, TUCKER, TYLER, UPSHUR, WEBSTER, WETZEL
	J.F. ALLEN COMPANY - ELKINS PLANT
	3105 HARRISON AVE
	ELKINS, WV 26201
Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	
Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	
Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	

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

Vendor name shall be entered here by the Vendor: J.F. ALLEN COMPANY

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

Vendor's <b>SHOULDER STONE</b> Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	BARBOUR, BRAXTON, CALHOUN, CLAY, DODDRIDGE, GILMER, GRANT, GREENBRIER, HARDY, HARRISON,
	LEWIS, MARION, MONONGALIA, NICHOLAS, PENDLETON, POCAHONTAS, PRESTON, RANDOLPH, RITCHIE,
Plant Name & Location	ROANE, TAYLOR, TUCKER, TYLER, UPSHUR, WEBSTER, WETZEL
	J.F. ALLEN COMPANY - AGGREGATES QUARRY
	3105 HARRISON AVE
	ELKINS, WV 26201
Vendor's <b>SHOULDER STONE</b> Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	BARBOUR, BRAXTON, CALHOUN, CLAY, DODDRIDGE, GILMER, GRANT, GREENBRIER, HARDY, HARRISON,
	LEWIS, MARION, MONONGALIA, NICHOLAS, PENDLETON, POCAHONTAS, PRESTON, RANDOLPH, RITCHIE,
Plant Name & Location	ROANE, TAYLOR, TUCKER, TYLER, UPSHUR, WEBSTER, WETZEL
	J.F. ALLEN COMPANY - MASHEY GAP QUARRY
	5254 CHENOWETH CREEK
	ELKINS, WV 26201
Vendor's <b>SHOULDER STONE</b> Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	
Vendor's <b>SHOULDER STONE</b> Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	



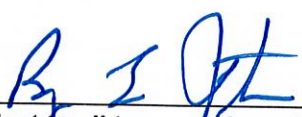
**State of West Virginia  
Agency Request for Quote  
Highways**

<b>Proc Folder:</b> 938509			<b>Reason for Modification:</b> Addendum 1 : Responses to Questions
<b>Doc Description:</b> Addendum 1: Asphalt Materials, Delivery & Labor by Vendor			
<b>Proc Type:</b> Agency Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-11-22	2021-11-30 14:30	ARFQ 0803 DOT2200000014	2

<b>BID RECEIVING LOCATION</b>	
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-260 1900 KANAWHA BLVD E CHARLESTON WV 25302 US	

<b>VENDOR</b>			
<b>Vendor Customer Code:</b> 000000200095			
<b>Vendor Name :</b> J.F. ALLEN COMPANY			
<b>Address :</b> PO BOX 2049			
<b>Street :</b> 2133 OLD WESTON ROAD			
<b>City :</b> BUCKHANNON, WV 26201			
<b>State :</b> WEST VIRGINIA		<b>Country :</b> US	<b>Zip :</b> 26201
<b>Principal Contact :</b> TYLER BEATY			
<b>Vendor Contact Phone:</b> 304-472-8890		<b>Extension:</b> 304-460-7432	

<b>FOR INFORMATION CONTACT THE BUYER</b>
Dusty J Smith (304) 558-2063 dusty.j.smith@wv.gov

<b>Vendor Signature X</b> 	<b>FEIN#</b> 55-0328627	<b>DATE</b> 11/29/2021
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**All offers subject to all terms and conditions contained in this solicitation**

**ADDITIONAL INFORMATION**

Addendum No.1 is issued for the following reasons:

1) To publish a copy of the vendor's questions with the responses given.

2) Uploading of the revised ATT A : Pricing Page

No other changing.

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

<b>Line</b>	<b>Comm Ln Desc</b>	<b>Qty</b>	<b>Unit Issue</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Asphalt	0.00000	TON		

<b>Comm Code</b>	<b>Manufacturer</b>	<b>Specification</b>	<b>Model #</b>
30121601			

**Extended Description:**  
Asphalt

**SCHEDULE OF EVENTS**

<b>Line</b>	<b>Event</b>	<b>Event Date</b>
1	Technical Questions due by 10:00 AM	2021-11-19

	Document Phase	Document Description	Page
DOT2200000014	Final	Addendum 1: Asphalt Materials, Delivery & Labor by Vendor	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: ARFQ DOT2200000**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

\_\_\_\_\_  
J.F. ALLEN COMPANY

Company

\_\_\_\_\_  
*[Handwritten Signature]*  
Authorized Signature

\_\_\_\_\_  
NOVEMBER 29, 2021

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

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

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

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on January 1, 2022 and the initial contract term extends until One (1) Year.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.



**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract value. The performance bond must be received by the

Agency prior to Contract award.

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

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

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

West Virginia Contractor's License

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor

Revised 04/21/2021

shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:  
1,000,000.00 \_\_\_\_\_ per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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

**10. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and

shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

**12. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**13. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**15. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

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

**17. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect

beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**18. CANCELLATION:** The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

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

**21. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

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

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

**24. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

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

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

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

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

**29. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

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

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

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**35. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services,

materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**36. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**37. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**38. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

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

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**39. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment,



or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

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


All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or

offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**42. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**43. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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

  
\_\_\_\_\_  
(Name, Title) TYLER BEATY, ESTIMATOR  
\_\_\_\_\_  
(Printed Name and Title)  
PO BOX 2049 BUCKHANNON, WV 26201  
\_\_\_\_\_  
(Address)  
304-472-8890 / 304-472-8897  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
tbeaty@jfallenco.com  
\_\_\_\_\_  
(E-mail address)

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

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

J.F. ALLEN COMPANY

\_\_\_\_\_  
(Company)

  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

BRYAN E. LEATHERMAN, VICE PRESIDENT

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

NOVEMBER 29, 2021

\_\_\_\_\_  
(Date)

304-472-8890 / 304-472-8897

\_\_\_\_\_  
(Phone Number) (Fax Number)

Revised 04/21/2021

## ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: DOT2200000014

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

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

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

**J.F. ALLEN COMPANY**

Company

Authorized Signature

**NOVEMBER 29, 2021**

Date

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

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end Asphalt contract for use on preventive maintenance and repair projects throughout the state of West Virginia including materials, delivery and labor, by the Vendor, to WVDOH project sites.
  
2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout and for the purpose of this Solicitation. Additional definitions can be found in Section 2 of the General Terms and Conditions.
  - 2.1 **“Approved Source,” “Approved Plant,” “Approved Product,” or “Approved Vendor”** - Terms which refers to the Approved Product Lists (APL) of certified manufacturers and/or products that meet acceptable levels of quality as determined by WVDOH Materials Control, Soils and Testing Division (MCS&T). These lists are updated periodically, and it is the Vendors responsibility to refer to the MCS&T website to ensure compliance.  
[https://transportation.wv.gov/highways/mcst/Pages/APL\\_By\\_Number.aspx](https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx).
  - 2.2 **“Asphalt,” “Hot Mix Asphalt” and “HMA”** - Terms used interchangeably for asphalt.
  - 2.3 **“Contract Item” or “Contract Item(s)”** – Contract Items are identified in Section 3 of this Solicitation.
  - 2.4 **“Contractor” or “Vendor”** – interchangeable term used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract, as context requires.
  - 2.5 **“Emergency Work”** – Work that is required to be done without delay owing to circumstances for which the WVDOH could not have reasonably expected and has been designated as such by, at a minimum, a WVDOH District Engineer or their designee.
  - 2.6 **“F.O.B Destination” and “Free-on-Board Destination”** – Interchangeable terms meaning a Vendor or its designee bears the freight charges, owns the goods while in transit, and will deliver goods to the location specified on the Delivery Order via truck/other conveyance without any expense to the purchaser.

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- 2.7 “HPTO” - High Performance Thin Overlay.
- 2.8 “**Liquidated Damages**” - Monetary compensation due from the Vendor in the event the Vendor’s Contract Items as supplied fall short of contractual stipulation or breaches the contract. Delays in the delivery of Contract Items or supplying Items with quality failures and/or corrections needed by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted at the WVDOH Contract Administration’s Specifications and Documents website, as amended: <https://transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>
- 2.9 “**MCS&T**” - The WVDOH Materials Control, Soil and Testing Division, who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system. Reference: <http://www.transportation.wv.gov/highways/mcst/Pages/default.aspx>
- 2.10 “**MP**” - Material Procedures, as amended, issued by the WVDOH Materials Control, Soils and Testing Division. The MP numbers references throughout these Contract Specifications are available by MP number at: <https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>
- 2.11 “**PG**” – Performance Grade.
- 2.12 “**Plant Information Form**” and “**Information Form**” - **Mandatory forms which the Vendor must complete and submit with their bid** to identify each of the Vendor’s sourced Plants. Vendor shall provide Plant name, location, and counties served for each Plant sourced for asphalt and/or stone Materials associated with this contract’s Pricing Pages. Plant Information forms are mandatory and must accompany their respective Pricing Pages and be submitted at the time of bid. **This Solicitation requires the TWO (2) Plant Information Forms: Attachment C Asphalt Plant Information Form (ATT C) and Attachment D Stone Plant Information Form (ATT D).**
- 2.13 “**Pricing Pages**” - The schedule of prices attached hereto as **Attachment A Pricing Pages (ATT A)** and **Attachment B Mobilization Pricing Pages (ATT B)** which are used to evaluate the Solicitation responses. There are TWO (2) sets of Pricing Pages.

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**NOTE:** Vendor's Pricing Pages shall accompany and correspond with Vendor's Plant Information forms.

- 2.14 "RAP" - Reclaimed Asphalt Pavement.
- 2.15 "Solicitation" – The official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.
- 2.16 "SP" - WVDOH Special Provision.
- 2.17 "Standard Specs" – The West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as amended or modified by all subsequent Supplemental Specifications.
- 2.18 "WVDOH" or "Agency"– West Virginia Division of Highways.

**3. GENERAL REQUIREMENTS:**

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

Materials, equipment, and performance of this contract shall conform, but is not limited to, the requirements of Sections 307, 401, 408, 415, and 636, as amended.

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

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

A free electronic copy of the Standard Specs may be obtained by sourcing:  
<http://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx>

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**3.2 Mandatory Items to be Included with the Bid:** The Vendor should carefully read the entire solicitation invitation. The Vendor shall include as part of their bid response:

- Certification and Signature Page
- Addendum Acknowledgement Form
- Valid West Virginia Contractor's License, if applicable.
- Contract Manager Page
- Attachments included in solicitation package (ATT A, ATT B, etc.)
- Purchasing Affidavit (properly notarized)
- Ethics/Disclosure Form (properly notarized)
- Valid Certificate of Insurance; and,
- Any other required forms or supporting information as described herein.

Omitting any required forms, attachments, or documentation as described throughout this contract will deem a bid non-responsive and may result in the disqualification of the Vendor's bid response.

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

**3.3.1 Materials:**

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

All labor, equipment, and material to complete **Item B "Shoulder Stone Placement for Asphalt 307-Class 10"** shall be included in the unit bid price. Any traffic control required shall be charged per Section 3.3.22 of these Contract Specifications.

**3.3.2 Shoulder Stone:**

**3.3.2.1 Shoulder Stone Placement, Section 307, Class 10, Contract Item B,** shall meet the requirements of the Standard Detail for **Exhibit 1 Shoulder Reconstruction (EXH 1)** and **Exhibit 2 Restoring Shoulders for Guardrail (EXH 2)**, or as directed by the Delivery Order and the WVDOH District Engineer or their



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designee and shall be bid per ton. **Shoulder Stone Placement and Stone will be paid as Contract Item B.**

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

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

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

**All labor, equipment and material to complete Placement/Restoring of Stone, Contract Item B shall be included in the unit bid price.** Any traffic control required shall be charged per Section 3.3.22 of these Contract Specifications.

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

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

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Diagrams are available in each WVDOH District Office and the WVDOH Central Office. WVDOH will determine the route to be taken due to bridge and/or road restrictions which shall have acceptable load limits for both roads and bridges.

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

**3.3.5 Laydown of Materials, Contract Item G**, shall provide Laydown services for Materials (**Contract Item A**). Laydown shall be provided by the Vendor at projects designated by the WVDOH District Engineer or their designee.

**3.3.5.1 Safety Edge™**: As per the Standard Spec Sections 410.10.2 and 401.10.6, and **Safety Edge Design Directive 650, Exhibit 3 (EXH 3)**, when the total specified lift thickness of pavement is 1.5 inches or greater, the Vendor shall construct an outside pavement edge with Safety Edge™, where appropriate as described in **Safety Edge Design Directive 650, Exhibit 3 (EXH 3)**, unless Directed otherwise by the WVDOH District Engineer or their designee. Safety Edge™ shall be installed at no additional cost to the WVDOH. Vendors must use an Approved Asphalt Safety Edge™ Device (shoe) model listed on Division Approved Product Listing at [https://transportation.wv.gov/highways/mcst/Pages/APL\\_By\\_Number.aspx](https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx), as amended. **Non-Approved Asphalt Safety Edge™ Device substitutions will not be accepted.**

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

Replacement of Asphalt Base, Asphalt Wearing or Shoulder Stone Aggregate will be paid as shown in Sections 3.3.7 and 3.3.8.

**3.3.7 Asphalt Base I Shoulder Paving, Contract Item J**, is a surcharge for work performed to pave road shoulders consisting of installing and

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compacting Asphalt Base I to the elevation of the existing pavement in the shoulder that is to be paved.

Vendor shall comply with **Repaving Pipe Trenches in Paved Shoulders, Exhibit 4 (EXH 4)**, where relevant work is performed.

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

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

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

Vendor shall comply with **Repaving Pipe Trenches in Paved Shoulders, Exhibit 4 (EXH 4)**, where relevant work is performed.

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

- Asphalt Base II will be paid as **Contract Item A3**.
- Hauling of Asphalt Base II will be paid as **Contract Item F**.
- Laydown will be paid as **Contract Item G**.
- Excavation will be paid as **Contract Item I**.
- Shoulder Stone Placement/Restoring, and Stone will be paid as **Contract Item B**.

- 3.3.9 Tack Coat, Contract Item L**, Asphalt Material for Tack Coat furnished and applied shall be in accordance with Standard Specs Section 408, as amended, as directed by the WVDOH District Engineer or their designee.
- 3.3.10 Additional Heel-In Joints, Contract Item M**, at the beginning and the end of each paving location will be performed by the Vendor in accordance with **Exhibit 5 Resurfacing Heel-In Detail (EXH 5)**. Additional Heel-In Joints, in accordance with the Resurfacing Heel-In Detail, may be required as directed by the WVDOH District Engineer or their designee at intersecting roadways, at the beginning and end of each paving skip, and at other designated locations. Payment of Additional Heel-In Joints shall be paid per linear foot as measured along the joint, which shall be full payment for complete construction of the joint.

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

**3.3.12 Pavement Profiling/Milling** shall consist of profiling the existing pavement to the specified grade and cross slope by grinding, planing, or milling. The profiling equipment shall be capable of accurately establishing profile grades of 1/4" plus or minus, along each edge of the machine by reference from the existing pavement by use of ski or matching shoe or by reference to independent grade control. The equipment shall have an automatic system for controlling grade and cross slope. The Vendor shall provide adequate manpower and auxiliary equipment to control dust and remove cuttings from the project site. Stockpiling of cuttings on the project site will not be permitted.

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

**3.3.12.1 Pavement Profiling/Milling, Contract Items O and P,** shall be measured as the total number of square yards planed or ground to a depth not exceeding two inches (2"). Should the required removal depth exceed two inches (2"), additional quantities shall be measured for each additional two inches (2") increment.

It shall be the WVDOH District Engineer or their designee's decision who retains ownership of the Profiled/Milled Cuttings: WVDOH or the Vendor. WVDOH will designate on the Delivery Order Contract Item O, Pavement Profiling/Milling–WVDOH Owns Millings, or Contract Item P, Pavement Profiling/Milling–Vendor Owns Millings, as per Section 9.2. Vendors shall factor in the haul cost of profiled/milled cuttings up to 10 miles, one way, in the bid price of this **Contract Items O and P**, regardless of who is to retain ownership of the Millings.

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

**3.3.13 Haul of Profiled/Milled Cuttings, Contract Item R:** Profiled/Milled Cuttings from the project site may be hauled by either WVDOH forces or the Vendor, as determined by the WVDOH District Engineer or their designee. When WVDOH retains ownership of the millings, **Contract Item O**, hauling of Profiled/Milled Cuttings by Vendor shall be to locations designated by the WVDOH District Engineer, or their designee. When Vendor retains ownership of the millings, **Contract Item P**, hauling of Profiled/Milled Cuttings by Vendor shall be calculated to the Vendor's nearest plant location. Mileage shall be calculated using the straight-line diagram as described in Section 3.3.4.

The first 10 miles, one way, Haul of Profiled/Milled Cuttings shall be included with the bid price of the Pavement Profiling/Milling, **Contract Items O and P**, and shall not be charged for separately.

Haul of Profiled/Milled Cuttings beyond the initial 10 miles shall be bid per mile as **Contract Item R2**. **Contract Item R2** shall only be charged for mileage one way. Haul of Profiled/Milled Cuttings shall be for full capacity truckloads (legal truckloads) only, except for the last haul of the day, which permits the hauling of a partial load at the same rate.

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

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All labor and equipment to complete **Contract Item S** shall be included in the unit bid price for **Contract Item S**. Any traffic control required shall be charged separately per Section 3.3.22 of these Contract Specifications and identified accordingly as **Contract Item AC**.

- **Base Failure Repair** shall be in accordance with **Base Failure Repair Detail, Exhibit 6 (EXH 6)**.
- **Edge Failure Repair** shall be in accordance with **Edge Failure Repair Detail, Exhibit 7 (EXH 7)**.
- **Pothole Repair** shall be in accordance with **Pothole Repair Detail, Exhibit 8 (EXH 8)**.

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

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

**3.3.17 Contract Item T** shall be in accordance with **Attachment G Asphalt High Performance Thin Overlay, SP496 (ATT G)**, as amended. Laydown service shall be provided per Section 3.3.16.2 of these Contract Specifications.

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

**3.3.17.2 Laydown of Materials, Contract Item V**, shall provide Laydown services for **Asphalt HTPO, Contract Item T**. Any costs associated with the Material Transfer Device shall be included in the Vendor's bid price for Laydown. Laydown shall be provided by the Vendor at projects designated by the WVDOH District Engineer or their designee.

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

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

**3.3.18 Ultra-Thin Asphalt Overlay, Contract Item W**, shall be in accordance with **Attachment H – SP498 Ultra-Thin Asphalt Overlay (ATT H)**, as amended. Laydown service shall be provided per Section 3.3.5 of these Contract Specifications.

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

**3.3.20 Rumble Strips:**

**3.3.20.1 Milled Rumble Strips, Contract Item Y**, shall be in accordance with the **Exhibit 9 Rumble Strip Special Detail (EXH 9)**.

**3.3.20.2 Mobilization for Milled Rumble Strips, Contract Item Z**, on **Attachment B Mobilization Pricing Pages (ATT B)**, is all preparatory operations including movement of necessary personnel and equipment onto the project site to begin the work of Milling Rumble Strips. Only one Mobilization for Milling Rumble Strips per Delivery Order shall be paid when **Milled Rumble Strips, Contract Item Y**, is required.

**3.3.21 Parking Lot and Facility Paving Surcharge, Contract Item AA**, is a surcharge which shall be provided when materials, **Contract Items A, T, and W**, are used to pave parking lots.

**3.3.22 Cleaning and Sweeping, Contract Item AB**, shall be calculated as the paving length times the width swept. The WVDOH shall have the option to perform Cleaning and Sweeping.

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**3.3.23 Maintaining Traffic:** While undergoing improvement, the project site shall be kept open to traffic in such condition that both local and through traffic will be adequately and safely accommodated. All improvement operations shall be scheduled by the Vendor to keep traffic delay to a minimum.

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

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

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

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

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

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

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



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**NOTE:** This provision may require roundtrip moves of up to ten (10) miles with no additional mobilization for paving payment.

An individual paving location shall be defined as a paving job where no skips exceeding 2,500 feet are involved, except between the approach slabs of a bridge or parallel pair of bridges.

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

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

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

**A.** Payment for additional day charge will not be made if the plant has produced over 500 tons on that day. If between 300 and 500 tons have been produced, payment for additional day charge will be made equal to one-half of the contract awarded bid price for the additional day charge. The quantity produced to make this determination shall include all material produced that day, which includes tonnage bought by the WVDOH, other local governments and all private work.

**B.** The WVDOH will only pay its share of the amount determined to be due for additional day charge as described above. For example, if the plant produces 375 tons and the

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WVDOH takes 150 tons of the total, 40% of the plant's daily production, payment for additional day charge would be calculated as follows: Since the total daily production is between 300 and 500 tons, the Vendor is due 50% of the additional day charge. Because the WVDOH's share of this daily production is 40%, the WVDOH would pay 40% of one-half of the additional day charge, or in this case, 20% of the additional day charges.

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

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

**3.3.27 Emergency Work: Emergency work as ordered by WVDOH District Engineer** or their designee is work that shall be initiated within forty-eight (48) hours from when the Delivery Order is received by the vendor. The determination of emergency work will be in accordance with Section 2.5 of these Contract Specifications. Emergency Work must be prominently noted on Delivery Order. Designated emergency projects will be paid at 1.50 times the vendors bid price.

#### 4. SAFETY

**Pandemic-Response Safety Protocols:** In addition to the Vendor's established safety protocols and the WVDOH's established safety protocols outline in the Standard Specs, as amended, the Vendor and the Vendor's staff shall adhere to all WVDOH's pandemic-response protocols while present at the WVDOH jobsite. Vendors may obtain the WVDOH's pandemic-response protocols by contacting the WVDOH District Engineer or their designee.

#### 5. PRICE ADJUSTMENTS:

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

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

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

**The bidding index for Asphalt Binder will be listed on the Contract Administration website for Fuel, Asphalt and Cement Prices Adjustments listed for October 2021.**  
<https://transportation.wv.gov/highways/contractadmin/Lettings/Pages/FuelandAsphaltPrices.aspx#FuelPrices>.

- 6. ACCEPTANCE PLAN:** Quality control at the plant and in-the-field shall be the responsibility of the Vendor and shall meet the requirements of MP 401.03.50. Compaction quality control shall be in accordance with MP 401.05.20. Acceptance testing shall be the responsibility of the WVDOH. Quality assurance of the material shall

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be as set forth in MP 401.02.27 for Marshall Mix designs or MP 401.02.29 for Superpave mix designs. Referenced MP's, as amended, may be referenced at <https://transportation.wv.gov/highways/mcst/Pages/MP-400s.aspx>.

**NOTE: Contrary to the Standard Specifications language, no price adjustment or bonus shall be made for compaction or smoothness under this contract. All other related Standard Specs requirements still apply.**

**7. CONTRACT AWARD:**

**7.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. All qualified responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Contract.

**7.2 Pricing Pages and Plant Information Forms:** A complete bid submission SHALL include multiple Attachments to include Pricing Pages AND corresponding Plant Information Forms.

- Vendor shall clearly identify the applicable counties on **Attachment A Pricing Pages (ATT A)** Pricing Page by marking an "X" beside applicable county/counties.
- Vendor shall clearly identify their bid, by county, on **Attachment B Mobilization Pricing Pages (ATT B)** by providing a lump sum price beside the applicable county/counties for each mobilization Contract Item they are bidding on, as listed in Section 3.3.23 of these Contract Specifications.
- Vendor shall list with each materials plant location which will provide the materials listed on the **Pricing Pages (ATT A)**, each plant location listing on **Attachment C Asphalt Plant Information Form (ATT C)** and **Attachment D Stone Plant Information Form (ATT D)** must also list the counties which the listed plant location serves.
- Vendor shall submit one complete set of Pricing Pages and Plant Information Forms for each county or grouping of counties with identical pricing. If bid prices differ across counties, the Vendor shall make duplicates of the Pricing Pages (ATT A and ATT B) and Plant Information Forms (ATT C and ATT D) and submit a new, separate, complete set of Pricing Pages and Plant Information Forms for each differing set of prices, identifying the applicable counties on each separate set.

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

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

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

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

**Submitting Pricing Pages or Attachments from a prior years' contract in lieu of the current Pricing Pages or Attachments included for this solicitation will result in the disqualification of the Vendor's bid.**

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

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

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

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

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

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

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

**7.3 Contract Award Transition:** Upon the award of this contract, the WVDOH Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOH. Upon the announced effective date of use, any Delivery Order issued prior to the award of the 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, and 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 Districts or the Vendors longer than ten (10) working days after the effective date of use is announced for the new contract.

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

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one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

8. **DETERMINING LOW BID PER PROJECT:** To determine the low bid Vendor for individual repair paving projects, the WVDOH District Engineer or their designee will calculate the lowest overall total cost of the Contract Items required for individual projects. A written Delivery Order will be issued to the Vendor with the lowest overall total cost. Charges for hauling will be calculated according to Section 3.3.4 of these Contract Specifications.

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

9. **ORDERING AND PAYMENT:**

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

- 9.2 **Delivery Order:** WVDOH will initiate the Delivery Order by identifying locations of need. The Delivery Order will be generated by a WVDOH Engineer or their designee. The order should be completed on a WV-39 Blanket Release Order. The order should detail the need and location information of the work to be completed per Contract Items, as well as the tentative start and end dates, to become the agreed upon official start and end dates. Emergencies shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. **Any verbal communications to initiate or make modifications to a project from this contract are not acceptable as a Delivery Order.**

- 9.2.1 **Lead Time:** The WVDOH should plan accordingly to allow the Contractor a minimum of fourteen (14) calendar days prior to the date of the agreed upon work start date on the Delivery Order to allow Vendor to mobilize and begin work.

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- 9.3 Payment:** Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website ([wvsao.gov](http://wvsao.gov)) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

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

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



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**10.4 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party. Agency placing the Delivery Order under this Contract must be notified **in writing by the Vendor no later than five (5) business days prior to the scheduled start date from the Agency's order.** Any failure to notify, acknowledge receipt of WVDOH's written Delivery Orders/ Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the Delivery Order and application of Liquidated Damages.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the WVDOH Budget and Procurement Division.

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

**10.5 Adverse Weather Conditions:** Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOH District Engineer or their designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOH, Vendor, or general public, work shall be suspended by the WVDOH Engineer/designee. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOH Engineer/designee. After a weather-related suspension of work, the WVDOH District Engineer or their designee shall determine and convey in writing, such Delivery Order changes and when work shall commence/resume, followed by the Vendor's written acknowledgement, per Section 10.4 of this Contract Solicitation.

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

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separately for such delivery.

- 10.7 Project Acceptance Criteria:** The WVDOH District Engineer or their designee shall have final acceptance of the work done by the Vendor, per project. Any work found by the WVDOH District Engineer or their designee not performed in accordance with these contract Specifications and the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the WVDOH District Engineer or their designee. Under no circumstance shall the Vendor's deficiency corrections exceed twenty (20) calendar days unless otherwise declared in writing by the WVDOH District Engineer or their designee, subject to Liquidated Damages as per Section 10.4.1 of these Contract Specifications.
- 10.8 Rejection of Unacceptable Contract Items:** The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per the Standard Specs **Section 105**, as amended.

**11. VENDOR DEFAULT:**

- 11.1** The following shall be considered a vendor default under this Contract.
- 11.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
  - 11.1.2** Failure to comply with other specifications and requirements contained herein.
  - 11.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 11.1.4** Failure to remedy deficient performance upon request.
- 11.2** The following remedies shall be available to Agency upon default.
- 11.2.1** Immediate cancellation of the Contract.
  - 11.2.2** Immediate cancellation of one or more release orders issued under this Contract.

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11.2.3 Any other remedies available in law or equity.

**12. MISCELLANEOUS:**

- 12.1 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.
- 12.2 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.
- 12.3 Vendor's Invoices:** Invoices for materials, **Contract Items A, S, V, and T**, must be submitted separately from all other items. All other items shall be submitted on a separate invoice. The Vendor's invoices must be submitted as an original containing the following information:
- All weigh ticket numbers for material delivered and cuttings hauled during the invoice period.
  - WVDOH Delivery Order number and this contract number.
  - Total quantity and unit price with the total cost of each type of material furnished.
  - No payment will be made to a Contractor for **Daytime Paving Mobilization, Contract Item H1**, unless the quantity is less than 500 tons or **Nighttime Paving Mobilization, Contract Item H2** unless the Delivery Order directs that the paving is to be done at night.
- 12.4 Reports:** Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.

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

**Contract Manager:** TYLER BEATY  
**Telephone Number:** 304-472-8890  
**Fax Number:** 304-472-8897  
**Email Address:** tbeaty@jfallenco.com

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

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

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

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: J.F.ALLEN COMPANY Address: PO BOX 2049  
BUCKHANNON, WV 26201

Name of Authorized Agent: BRYAN E. LEATHERMAN Address: PO BOX 2049, BUCKHANNON, WV 26201

Contract Number: DOT2200000014 Contract Description: ASPHALT MATERIALS, DELIVERY

Governmental agency awarding contract: DIVISION OF HIGHWAYS

Check here if this is a Supplemental Disclosure

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

**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.

JOHN C. ALLEN, JR.

**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: 

Date Signed: 11-29-2021

**Notary Verification**

State of WEST VIRGINIA, County of UPSHUR:

I, BRYAN E. LEATHERMAN, 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 29TH day of NOVEMBER, 2021.

  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

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: J.F. ALLEN COMPANY

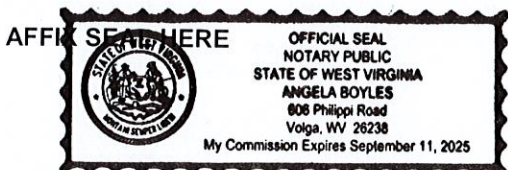
Authorized Signature: *[Signature]* Date: NOVEMBER 29, 2021

State of WEST VIRGINIA

County of UPSHUR, to-wit:

Taken, subscribed, and sworn to before me this 29 day of NOVEMBER, 2021.

My Commission expires SEPTEMBER 11, 2021.



NOTARY PUBLIC *[Signature]*  
Purchasing Affidavit (Revised 01/19/2018)



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/29/2021

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122      FAX (A/C No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED J.F. Allen Company P.O. Box 2049 Buckhannon WV 26201 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**

CERTIFICATE NUMBER: 570090419335

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			GLO509886912	04/01/2021	04/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 5098870-12	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC509886812	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Job: DOT2200000014 ASPHALT DELIVERY;

**CERTIFICATE HOLDER**

State of WV  
 1900 Kanawha Blvd. E, Bldg. 5  
 Charleston WA 25302 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central, Inc.*

Holder Identifier :

Certificate No : 570090419335



# CONTRACTOR LICENSE

Authorized by the  
**West Virginia Contractor Licensing Board**

**Number:** WV000376

**Classification:**  
GENERAL ENGINEERING

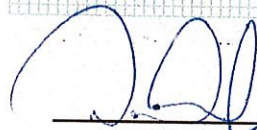
J F ALLEN COMPANY  
DBA J F ALLEN COMPANY  
PO BOX 2049  
BUCKHANNON, WV 26201-7049

**Date Issued**

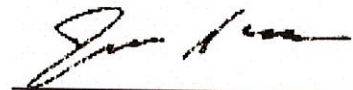
**Expiration Date**

AUGUST 05, 2021

AUGUST 05, 2022



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT A PRICING PAGE (ATT A)

Vendor name shall be entered here by the Vendor: J.F. ALLEN COMPANY - SALTWELL

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

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

Supplier Name - Vendor's Sourced Plant	Contract Item #	Contract Item Description	Unit of Measure	List Price
J.F. ALLEN COMPANY - SALTWELL PLANT	A1	Asphalt Section 401 - Base I	TON	\$60.18
J.F. ALLEN COMPANY - SALTWELL PLANT	A2	Asphalt Section 401 - 25mm Superpave	TON	\$62.71
J.F. ALLEN COMPANY - SALTWELL PLANT	A3	Asphalt Section 401 - Base II	TON	\$63.04
J.F. ALLEN COMPANY - SALTWELL PLANT	A4	Asphalt Section 401 - Patch and Level	TON	\$63.04
J.F. ALLEN COMPANY - SALTWELL PLANT	A5	Asphalt Section 401 - Wearing IV	TON	\$63.22
J.F. ALLEN COMPANY - SALTWELL PLANT	A6	Asphalt Section 402 - Wearing IV	TON	\$70.19
J.F. ALLEN COMPANY - SALTWELL PLANT	A7	Asphalt Section 401 - 19mm Superpave	TON	\$67.56
J.F. ALLEN COMPANY - SALTWELL PLANT	A8	Asphalt Section 401 - Scratch Course	TON	\$66.21
J.F. ALLEN COMPANY - SALTWELL PLANT	A9	Asphalt Section 402 - 9.5mm Superpave	TON	\$73.67
J.F. ALLEN COMPANY - SALTWELL PLANT	A10	Asphalt Section 401 - Wearing 1	TON	\$66.12
J.F. ALLEN COMPANY - SALTWELL PLANT	A11	Asphalt Section 402 - Wearing 1	TON	\$70.84
J.F. ALLEN COMPANY - SALTWELL PLANT	A12	Asphalt Section 401 - 4.75mm Superpave	TON	\$95.22
J.F. ALLEN COMPANY - SALTWELL PLANT	A13	Asphalt Section 402 - 4.75mm Superpave	TON	\$96.48
J.F. ALLEN COMPANY - SALTWELL PLANT	A14	Asphalt Section 401 - Wearing III	TON	\$86.44
J.F. ALLEN COMPANY - SALTWELL PLANT	A15	Asphalt Section 402 - Wearing III	TON	\$94.66
J.F. ALLEN COMPANY - SALTWELL PLANT	A16	Asphalt Section 401 - 12.5mm Superpave	TON	\$76.10
J.F. ALLEN COMPANY - SALTWELL PLANT	A17	Asphalt Section 402 - 12.5mm Superpave	TON	\$78.65
J.F. ALLEN COMPANY - SALTWELL PLANT	B	Shoulder Stone Placement for Asphalt Section 307 - Class 10	TON	\$31.25
<b>Shoulder Stone Mobilization - Complete on Attachment B (ATT B)</b>			<b>LUMP SUM</b>	<b>-----</b>
J.F. ALLEN COMPANY - SALTWELL PLANT	D1	Haul by Vendor Shoulder Stone Placement - First Ton Mile	MILE	\$1.50
J.F. ALLEN COMPANY - SALTWELL PLANT	D2	Haul by Vendor Shoulder Stone Placement - Each Additional Mile	MILE	\$0.22
J.F. ALLEN COMPANY - SALTWELL PLANT	E1	Surcharge for PG Binder - 70 minus 22	TON	\$4.75
J.F. ALLEN COMPANY - SALTWELL PLANT	E2	Surcharge for PG Binder 76 minus 22 ordered in 400 Ton increments	TON	\$12.50
J.F. ALLEN COMPANY - SALTWELL PLANT	F1	Asphalt Haul by Vendor - First Ton Mile	MILE	\$1.50
J.F. ALLEN COMPANY - SALTWELL PLANT	F2	Asphalt Haul by Vendor - Each Additional Mile	MILE	\$0.19
J.F. ALLEN COMPANY - SALTWELL PLANT	G1	Laydown of Materials. Items A and V, Each Site 0 to 100 Tons	TON	\$100.00
J.F. ALLEN COMPANY - SALTWELL PLANT	G2	Laydown of Materials. Items A and V, Each Site 101 to 200 Tons	TON	\$35.00
J.F. ALLEN COMPANY - SALTWELL PLANT	G3	Laydown of Materials. Items A and V, Each Site 201 to 500 Tons	TON	\$12.00
J.F. ALLEN COMPANY - SALTWELL PLANT	G4	Laydown of Materials. Items A and V, Each Site 501 Tons or Greater	TON	\$7.50
<b>Mobilization - Daytime Paving - Complete on Attachment B (ATT B)</b>			<b>LUMP SUM</b>	<b>-----</b>
<b>Mobilization - Nighttime Paving - Complete on Attachment B (ATT B)</b>			<b>LUMP SUM</b>	<b>-----</b>
J.F. ALLEN COMPANY - SALTWELL PLANT	I1	Excavation for Shoulder Paving - 0 to 1000 Sq. Yards	SY	\$7.25
J.F. ALLEN COMPANY - SALTWELL PLANT	I2	Excavation for Shoulder Paving - 1001 to 2000 Sq. Yards	SY	\$3.75
J.F. ALLEN COMPANY - SALTWELL PLANT	I3	Excavation for Shoulder Paving - 2001 to 3000 Sq. Yards	SY	\$2.80
J.F. ALLEN COMPANY - SALTWELL PLANT	I4	Excavation for Shoulder Paving - 3001 Sq. Yards or Greater	SY	\$2.05
J.F. ALLEN COMPANY - SALTWELL PLANT	J1	Asphalt Base I Shoulder Paving Surcharge - 0 to 100 Tons	TON	\$20.00
J.F. ALLEN COMPANY - SALTWELL PLANT	J2	Asphalt Base I Shoulder Paving Surcharge - 101 to 200 Tons	TON	\$15.00
J.F. ALLEN COMPANY - SALTWELL PLANT	J3	Asphalt Base I Shoulder Paving Surcharge - 201 to 500 Tons	TON	\$4.50
J.F. ALLEN COMPANY - SALTWELL PLANT	J4	Asphalt Base I Shoulder Paving Surcharge - 501 Tons or Greater	TON	\$2.50
J.F. ALLEN COMPANY - SALTWELL PLANT	K1	Asphalt Base II Shoulder Paving Surcharge - 0 to 100 Tons	TON	\$20.00
J.F. ALLEN COMPANY - SALTWELL PLANT	K2	Asphalt Base II Shoulder Paving Surcharge - 101 to 200 Tons	TON	\$15.00
J.F. ALLEN COMPANY - SALTWELL PLANT	K3	Asphalt Base II Shoulder Paving Surcharge - 201 to 500 Tons	TON	\$4.50
J.F. ALLEN COMPANY - SALTWELL PLANT	K4	Asphalt Base II Shoulder Paving Surcharge - 501 Tons or Greater	TON	\$2.50
J.F. ALLEN COMPANY - SALTWELL PLANT	L	Asphalt Material for Tack Coat or Prime Material	GAL	\$2.50
J.F. ALLEN COMPANY - SALTWELL PLANT	M	Additional Heel-In Joints	LF	\$12.50
J.F. ALLEN COMPANY - SALTWELL PLANT	N	Skip Paving Surcharge	TON	\$4.00
J.F. ALLEN COMPANY - SALTWELL PLANT	O1	Pavement Profiling/Milling-WVDOH Owns Millings 0 to 250 Sq. Yards	SY	\$25.30
J.F. ALLEN COMPANY - SALTWELL PLANT	O2	Pavement Profiling/Milling-WVDOH Owns Millings 251 to 500 Sq. Yards	SY	\$16.10
J.F. ALLEN COMPANY - SALTWELL PLANT	O3	Pavement Profiling/Milling-WVDOH Owns Millings 501 to 1000 Sq. Yards	SY	\$10.40
J.F. ALLEN COMPANY - SALTWELL PLANT	O4	Pavement Profiling/Milling-WVDOH Owns Millings 1001 to 2500 Sq. Yards	SY	\$5.00
J.F. ALLEN COMPANY - SALTWELL PLANT	O5	Pavement Profiling/Milling-WVDOH Owns Millings 2501 to 5000 Sq. Yards	SY	\$3.95
J.F. ALLEN COMPANY - SALTWELL PLANT	O6	Pavement Profiling/Milling-WVDOH Owns Millings 5001 Sq. Yards or Greater	SY	\$2.25
J.F. ALLEN COMPANY - SALTWELL PLANT	P1	Pavement Profiling/Milling-Vendor Owns Millings 0 to 250 Sq. Yards	SY	\$25.30
J.F. ALLEN COMPANY - SALTWELL PLANT	P2	Pavement Profiling/Milling-Vendor Owns Millings 251 to 500 Sq. Yards	SY	\$16.10
J.F. ALLEN COMPANY - SALTWELL PLANT	P3	Pavement Profiling/Milling-Vendor Owns Millings 501 to 1000 Sq. Yards	SY	\$8.50
J.F. ALLEN COMPANY - SALTWELL PLANT	P4	Pavement Profiling/Milling-Vendor Owns Millings 1001 to 2500 Sq. Yards	SY	\$4.00
J.F. ALLEN COMPANY - SALTWELL PLANT	P5	Pavement Profiling/Milling-Vendor Owns Millings 2501 to 5000 Sq. Yards	SY	\$2.95
J.F. ALLEN COMPANY - SALTWELL PLANT	P6	Pavement Profiling/Milling-Vendor Owns Millings 5001 Sq. Yards or Greater	SY	\$1.75
<b>Mobilization - Pavement Profiling/Milling - Complete on Attachment B (ATT B)</b>			<b>LUMP SUM</b>	<b>-----</b>

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT A PRICING PAGE (ATT A)

Vendor name shall be entered here by the Vendor: J.F. ALLEN COMPANY - SALTWELL

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

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

Supplier Name - Vendor's Sourced Plant	Contract Item #	Contract Item Description	Unit of Measure	List Price
J.F. ALLEN COMPANY - SALTWELL PLANT	R1	Haul of Profiled/Milled Cuttings, First 10 Miles (Included with Contract Items O & P)	MILE	No Add'l Charge
J.F. ALLEN COMPANY - SALTWELL PLANT	R2	Haul of Profiled/Milled Cuttings, Each Additional Mile (Above 10 Miles)	LOADED	
J.F. ALLEN COMPANY - SALTWELL PLANT	S	Pavement Repair - Asphalt Base II	MILE	\$5.75
J.F. ALLEN COMPANY - SALTWELL PLANT	T	Asphalt HPTO - SP496 - PG 64E-22 ordered 400 Ton increments	TON	\$300.00
J.F. ALLEN COMPANY - SALTWELL PLANT	U	Non-Tracking Tack - to be used with T	TON	
J.F. ALLEN COMPANY - SALTWELL PLANT	V	Lay Down of Materials - to be used with T - 400 Ton or Greater	GAL	
J.F. ALLEN COMPANY - SALTWELL PLANT	W	Ultra-Thin Asphalt Overlay - SP498	TON	
J.F. ALLEN COMPANY - SALTWELL PLANT	X1	Fine Milling of Asphalt Pavement Surfaces - 0 to 250 Sq. Yards	TON	\$74.50
J.F. ALLEN COMPANY - SALTWELL PLANT	X2	Fine Milling of Asphalt Pavement Surfaces - 251 to 500 Sq. Yards	SY	\$29.90
J.F. ALLEN COMPANY - SALTWELL PLANT	X3	Fine Milling of Asphalt Pavement Surfaces - 501 to 1000 Sq. Yards	SY	\$19.75
J.F. ALLEN COMPANY - SALTWELL PLANT	X4	Fine Milling of Asphalt Pavement Surfaces 1001 to 2500 Sq. Yards	SY	\$12.25
J.F. ALLEN COMPANY - SALTWELL PLANT	X5	Fine Milling of Asphalt Pavement Surfaces 2501 to 5000 Sq. Yards	SY	\$5.85
J.F. ALLEN COMPANY - SALTWELL PLANT	X6	Fine Milling of Asphalt Pavement Surfaces - 5001 SY or Greater	SY	\$3.50
J.F. ALLEN COMPANY - SALTWELL PLANT	Y	Milled Rumble Strips	SY	\$2.10
J.F. ALLEN COMPANY - SALTWELL PLANT	Z	Mobilization - Milled Rumble Strips - Complete on Attachment B (ATT B)	LF	\$0.50
J.F. ALLEN COMPANY - SALTWELL PLANT	AA	Surcharge for Parking Lot and Facility Paving - Items A	LUMP SUM	
J.F. ALLEN COMPANY - SALTWELL PLANT	AB	Cleaning and Sweeping	TON	\$6.25
J.F. ALLEN COMPANY - SALTWELL PLANT	AC1	Maintaining Traffic - Pilot Truck and Driver	SY	\$0.01
J.F. ALLEN COMPANY - SALTWELL PLANT	AC2	Maintaining Traffic - Traffic Control Devices	DAY	\$775.00
J.F. ALLEN COMPANY - SALTWELL PLANT	AC3	Maintaining Traffic - Flagger	UNIT	\$1.25
J.F. ALLEN COMPANY - SALTWELL PLANT	AC4	Maintaining Traffic - Arrow Board	HOURL	\$55.00
J.F. ALLEN COMPANY - SALTWELL PLANT	AD1	Off-Season Plant Opening - First Day	DAY	\$25.00
J.F. ALLEN COMPANY - SALTWELL PLANT	AD2	Off-Season Plant Opening - Each Additional Day	DAY	\$3,500.00
			DAY	\$850.00

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

Asphalt Materials Delivery & Labor by Vendor by County

ATTACHMENT B MOBILIZATION PRICING PAGE (ATT B)

Vendor name shall be entered here by the Vendor:

J.F. ALLEN COMPANY

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

County	Unit of Measure	Item C, Mobilization Shoulder Stone	Item H1, Mobilization DAYTIME Paving	Item H2, Mobilization NIGHTTIME Paving	Item Q, Mobilization Pavement Profiling	Item Z, Mobilization Milled Rumble Strips
Barbour	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Berkeley	LUMP SUM					
Boone	LUMP SUM					
Braxton	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Brooke	LUMP SUM					
Cabell	LUMP SUM					
Calhoun	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Clay	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Doddridge	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Fayette	LUMP SUM					
Gilmer	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Grant	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Greenbrier	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Hampshire	LUMP SUM					
Hancock	LUMP SUM					
Hardy	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Harrison	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Jackson	LUMP SUM					
Jefferson	LUMP SUM					
Kanawha	LUMP SUM					
Lewis	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Lincoln	LUMP SUM					
Logan	LUMP SUM					
Marion	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Marshall	LUMP SUM					
Mason	LUMP SUM					
McDowell	LUMP SUM					
Mercer	LUMP SUM					
Mineral	LUMP SUM					
Mingo	LUMP SUM					
Monongalia	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Monroe	LUMP SUM					
Morgan	LUMP SUM					
Nicholas	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Ohio	LUMP SUM					
Pendleton	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Pleasants	LUMP SUM					
Pocahontas	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Preston	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Putnam	LUMP SUM					
Raleigh	LUMP SUM					
Randolph	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Ritchie	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Roane	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Summers	LUMP SUM					
Taylor	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Tucker	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Tyler	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Upshur	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Wayne	LUMP SUM					
Webster	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Wetzel	LUMP SUM	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 3,300.00	\$ 4,250.00
Wirt	LUMP SUM					
Wood	LUMP SUM					
Wyoming	LUMP SUM					

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

Vendor name shall be entered here by the Vendor: J.F. ALLEN COMPANY

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

Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	BARBOUR, BRAXTON, CALHOUN, CLAY, DODDRIDGE, GILMER, GREENBRIER, GRANT, HARDY, HARRISON, LEWIS
Plant Name & Location	MARION, MONONGALIA, NICHOLAS, PENDLETON, POCAHONTAS, PRESTON, RANDOLPH, RITCHIE,
	ROANE, TAYLOR, TUCKER, TYLER, UPSHUR, WEBSTER, WETZEL
	J.F. ALLEN COMPANY - SALTWELL PLANT
	5856 SALTWELL ROAD
BRIDGEPORT, WV 26330	
Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	
Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	
Vendor's ASPHALT Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	

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

Vendor name shall be entered here by the Vendor: J.F. ALLEN COMPANY

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

Vendor's <b>SHOULDER STONE</b> Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	BARBOUR, BRAXTON, CALHOUN, CLAY, DODDRIDGE, GILMER, GRANT, GREENBRIER, HARDY, HARRISON,
	LEWIS, MARION, MONONGALIA, NICHOLAS, PENDLETON, POCAHONTAS, PRESTON, RANDOLPH, RITCHIE,
Plant Name & Location	ROANE, TAYLOR, TUCKER, TYLER, UPSHUR, WEBSTER, WETZEL
	J.F. ALLEN COMPANY - AGGREGATES QUARRY
	3105 HARRISON AVE
	ELKINS, WV 26201
Vendor's <b>SHOULDER STONE</b> Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	BARBOUR, BRAXTON, CALHOUN, CLAY, DODDRIDGE, GILMER, GRANT, GREENBRIER, HARDY, HARRISON,
	LEWIS, MARION, MONONGALIA, NICHOLAS, PENDLETON, POCAHONTAS, PRESTON, RANDOLPH, RITCHIE,
Plant Name & Location	ROANE, TAYLOR, TUCKER, TYLER, UPSHUR, WEBSTER, WETZEL
	J.F. ALLEN COMPANY - MASHEY GAP QUARRY
	5254 CHENOWETH CREEK
	ELKINS, WV 26201
Vendor's <b>SHOULDER STONE</b> Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	
Vendor's <b>SHOULDER STONE</b> Plant Location for use with LAYDOWN services:	
This plant shall be sourced by the Vendor to serve the following counties and correspond with counties marked on Pricing Pages:	
County names:	
Plant Name & Location	