

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

**Proc Folder:** 

1390763

Doc Description: Concrete Pavement and Bridge Deck Patch Repair 6624C038

Reason for Modification:

Addendum 1

To give responses to questions

**Proc Type:** 

Agency Master Agreement

**Date Issued** 2024-04-08

**Solicitation Closes** 2024-04-11 14:30

ARFQ

0803

Solicitation No.

DOT2400000072

Version

2

#### **BID RECEIVING LOCATION**

PROCUREMENT DIVISION DIVISION OF HIGHWAYS

**BLDG 6 RM 340A** 

1900 KANAWHA BLVD E

CHARLESTON

WV 25305

US

#### **VENDOR**

**Vendor Customer Code:** 

Vendor Name: TRITON CONSTRUCTION, INC.

Address: PO BOX 1360

Street: 1944 WINFIELD ROAD

City: SAINT ALBANS,

State: WV

Country: UNITED STATES

**Zip**: 25177

APR 11 '24 AM9:56 REC'D BUDGET - PROCURE

Principal Contact: STEVE DIEHL

Vendor Contact Phone: 304-759-2100

Extension:

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith 304-414-6859

dusty.j.smith@wv.gov

Vendor Signature X

FEIN# 27-2000626

**DATE** APRIL 11, 2024

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

Date Printed:

Apr 8, 2024

Page 1

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

#### **ADDITIONAL INFORMATION**

#### ADDENDUM 1 IS ISSUED

1. Attachment of vendor questions and responses

no other changes

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	<b>Total Price</b>
1	Concrete Pavement Repair, TYPE I	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
72141107			
72141107			

### **Extended Description:**

Concrete Pavement Repair, TYPE I

INVOICE TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City
US

SHIP TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

WV

No City
US

WV

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Concrete Pavement Repair, TYPE II	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
72141107			

#### **Extended Description:**

Concrete Pavement Repair, TYPE II

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Concrete Pavement Repair, TYPE III	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #	
72141107				

## **Extended Description:**

Concrete Pavement Repair, TYPE III

INVOICE TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City
US

SHIP TO

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LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
WV LOCA

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	<b>Total Price</b>
4	Replace Existing Aggregate Base Course, Class 1	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
72141107				

#### **Extended Description:**

Replace Existing Aggregate Base Course, Class 1

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Class A Concrete	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #	
30111500				

#### **Extended Description:**

Class A Concrete

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	<b>Total Price</b>
6	Class B Concrete	0.00000	CY		
m Y 5. In					

Comm Code	Manufacturer	Specification	Model #	1945
30111500				

Class B Concrete

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

INVOICE TO		SHIP TO		STATE OF THE PARTY
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		
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No City	WV	No City	WV	
US		US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Class C Concrete	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
30111500			

#### **Extended Description:**

Class C Concrete

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Class D Concrete	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #	
30111500				

Class D Concrete

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Modified Concrete, Class A	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #	
30111500				

#### **Extended Description:**

Modified Concrete, Class A

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Modified Concrete, Class B	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #	
30111500				

Modified Concrete, Class B

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Modified Concrete, Class C	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #	
30111500				

#### **Extended Description:**

Modified Concrete, Class C

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Modified Concrete, Class D	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #	
30111500				

Modified Concrete, Class D

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	<b>Total Price</b>
13	Modified Architectural Concrete, Class B	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #	
30111900				1.00

#### **Extended Description:**

Modified Architectural Concrete, Class B

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Epoxy Coated Reinforcing Steel Bar - Concrete Pavement Repair	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #	
30111900				

Epoxy Coated Reinforcing Steel Bar - Concrete Pavement Repair

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Concrete Protective Coating (Concrete Pavement Repair)	0.00000	SF		

Comm Code	Manufacturer	Specification	Model #	Ti-Ti-
72141127			A PROPERTY OF THE PARTY OF	

#### **Extended Description:**

Concrete Protective Coating

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Deck Repair: Patching Concrete Structures - Type D1	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #	
72141127				

Deck Repair: Patching Concrete Structures - Type D1

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Deck Repair: Patching Concrete Structures - Type D2	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #	THE ME
72141127				1.14.14

#### **Extended Description:**

Deck Repair: Patching Concrete Structures - Type D2

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	<b>Total Price</b>
18	Deck Repair: Patching Concrete Structures - Type D3	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #		
72141127				Unit o	

Deck Repair: Patching Concrete Structures - Type D3

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Deck Repair: Patching Concrete Structures - Type D4	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #	
72141127				

#### **Extended Description:**

Deck Repair: Patching Concrete Structures - Type D4

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Modified Concrete, Class K	0.00000	CY		

Comm Code	Manufacturer	Specification	Model #
30111500			
50111500			

Modified Concrete, Class K

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Epoxy Coated Reinforcing Steel Bar - Bridge Deck Repair	0.00000	LB		

Manufacturer	Specification	Model #
	Manufacturer	Manufacturer Specification

#### **Extended Description:**

Epoxy Coated Reinforcing Steel Bar - Bridge Deck Repair

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Concrete Protective Coating (Bridge Deck Repair)	0.00000	SF		

Comm Code	Manufacturer	Specification	Model #	
72141127				17 123

Concrete Protective Coating

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Slurry Removal (Diamond Grinding)	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
76122404				

#### **Extended Description:**

Slurry Removal (Diamond Grinding)

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Erosion Control Items (Diamond Grinding Slurry Release Prev)	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	
24000000				

Erosion Control Items (Diamond Grinding Slurry Release Prevention)

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Final Textured Surface Area of Diamond Ground Pavement	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #	775
73181012				

#### **Extended Description:**

Final Textured Surface Area of Diamond Ground Pavement

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

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

Comm Code	Manufacturer	Specification	Model #	1177
78142004				

Pilot Truck and Driver

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Traffic Control Devices	0.00000	UNIT		

Comm Code	Manufacturer	Specification	Model #	
46161500				
40101000				

#### **Extended Description:**

**Traffic Control Devices** 

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	<b>Total Price</b>
28	Flagger	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
64131606				

Flagger

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Traffic Control (per Job Site)	0.00000	JOB		

Comm Code	Manufacturer	Specification	Model #	
46161500				160

#### **Extended Description:**

Traffic Control (per Job Site)

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

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

Comm Code	Manufacturer	Specification	Model #	
46161504				

**Electric Arrow Board** 

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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

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

Comm Code	Manufacturer	Specification	Model #	
78121603				1111111

#### **Extended Description:**

**Daytime Mobilization** 

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Nighttime Mobilization	0.00000	LS		

Comm Code	Manufacturer	Specification	Model #	1430
78121603				

Nighttime Mobilization

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	On-Site Mobilization	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
78121603			

#### **Extended Description:**

On-Site Mobilization

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

tal Price

Comm Code	Manufacturer	Specification	Model #	
64131606				

Material Disposal

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	<b>Total Price</b>
35	Agricultural Limestone	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
10170000				1-1 5

#### **Extended Description:**

Agricultural Limestone

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Fertilizer	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
10170000				19.31

Fertilizer

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	<b>Total Price</b>
37	Seed Mixtures	0.00000	LB		

Comm Code	Manufacturer	Specification	Model #	
10151700				

#### **Extended Description:**

Seed Mixtures

INVOICE TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City
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No City
US

SHIP TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

WV

US

WV

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Mulch	0.00000	TON		

Comm Code	Manufacturer	Specification	Model #	
11121706				No The

#### **Extended Description:**

Mulch

\*VENDOR NOTE: Bid evaluation will be based on bid prices submitted on ATT A Pricing Pages. Bid pricing or other notations made in the wvOASIS commodity line description area will not be considered for bid evaluation or award.

# SCHEDULE OF EVENTS

Line	Event	Event Date	
1	Technical Questions 10am	2024-04-03	

	Document Phase	Document Description	Page 22
DOT240000072	Final	Concrete Pavement and Bridge Deck Patch Repair 6624C038	

# ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

# SOLICITATION NUMBER: ARFQ DOT2400000072 Addendum Number: 1

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

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

### **Description of Modification to Solicitation:**

ADDENDUM 1 IS ISSUED

Applicable Addendum Category:

1. Attachment of vendor questions and responses

no other changes

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

#### **Terms and Conditions:**

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

# ATTACHMENT A

# SOLICITATION NUMBER – ARFQ DOT2400000072 Addendum Number: 1

Responses to Vendor Posed Questions: Concrete Pavement & Bridge Deck Patch Repair - 6624C038

#### Question:

Is this a one contractor for the whole job location thing, or can suppliers bid specific material lines (wv approved concrete designs?)

# Response:

Generally, a WVDOH District Engineer (or their designee) will calculate the lowest overall total cost of all items required for a project and submit an ADO to one vendor for that individual project. However, in the event of a multiple vendor award, the WVDOH does reserve the right to request any one or combination of items that will factor into the lowest overall total for that project.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DOT2400000072

**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)

[	X]	Addendum No. 1	[	]	Addendum No. 6
]	]	Addendum No. 2	]	]	Addendum No. 7
[	]	Addendum No. 3	]	]	Addendum No. 8
[	]	Addendum No. 4	]	]	Addendum No. 9
[	]	Addendum No. 5	[	]	Addendum No. 10

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

APRIL 11, 2024

Date

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

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

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

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

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

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

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

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

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

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

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

Question Submission Deadline: April 3, 2024 10am

Submit Questions to:

dotprocurementtechques@wv.gov

Email: dotprocurementtechques@wv.gov

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

#### **4A. BID SUBMISSION**

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

SEALED BID: Concrete Pavement and Bridge Deck Patch Repair

BUYER: Dusty Smith

SOLICITATION NO.: ARFQ DOT2400000072

BID OPENING DATE: 04/11/2024 BID OPENING TIME: 2:30pm FAX NUMBER: 304-558-0047

**5. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

- 12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 13. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.
- 14. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."
- **15. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."
- **16. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

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

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

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

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

<b>3. CONTRACT TERM; RENEWAL; EXTENSION:</b> The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
<b>▼</b> Term Contract
Initial Contract Term: This Contract becomes effective on award and the initial contract term extends untilone (1)
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

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

**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.

Agency by the Vendor as specified below.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.
WEST VIRGINIA GENERAL CONTRACTOR'S LICENSE
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

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

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:		
Commercial General Liability Insurance in at least 1,000,000.00 per occurrence.	st an amount of:	
✓ Automobile Liability Insurance in at least an amooccurrence.	unt of: \$1,000,000.	00 per
Professional/Malpractice/Errors and Omission I per occurrence. Notwith required to list the State as an additional insured for the	nstanding the forgo	
Commercial Crime and Third Party Fidelity Insper occurrence.	urance in an amou	ant of:
Cyber Liability Insurance in an amount of:	per	occurrence.
☐ Builders Risk Insurance in an amount equal to 100	0% of the amount	of the Contract.
Pollution Insurance in an amount of:	per occ	currence.
Aircraft Liability in an amount of:	per occurrer	ice.

**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.

<b>10. LIQUIDATED DAMAGES:</b> 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.
- **20A. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
- 21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.
- **22. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- **23. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.
- **24. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

- 25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- **26. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.
- 27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- **28. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- **29. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <a href="https://www.state.wv.us/admin/purchase/privacy">www.state.wv.us/admin/purchase/privacy</a>.
- **30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

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

- 35. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to an y person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- **36. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.
- **37. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- **38. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at 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.

STEVE DIEHL, VICE PRESIDENT	
(Printed Name and Title)	
PO BOX 1360, SAINT ALBANS, WV 25177	
(Address)	
304-759-2100	
(Phone Number) / (Fax Number)	
STEVE.DIEHL@TRITONWV.COM	
(E-mail address)	

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding. agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

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

TRITON CONSTRUCTION, INC.	
(Company)	
A	
(Signature of Authorized Representative)	
STEVE DIEHL, VICE PRESIDENT	
(Printed Name and Title of Authorized Representative)	
APRILL 11, 2024	
(Date)	
304-759-2100	
(Phone Number) (Fax Number)	
Revised 8/24/2023	

#### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Division of Highways is soliciting bids to establish an open-end, multiple award contract for concrete pavement and bridge deck patch repair at various sites throughout the State of West Virginia. All equipment, material, and labor necessary to perform work under this Contract shall be provided by Vendor. The WVDOH will perform all guardrail replacements and repairs, as needed.
- 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 "ADO" and "Agency Delivery Order" a written order entered by WVDOH personnel in the wvOASIS financial system against a master agreement, authorizing quantities of commodities and/or services to be delivered in accordance with all terms, conditions, and prices stipulated in the original contract.
  - 2.2 "ASTM" the international standards organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems, and services (formerly known as the American Society for Testing and Materials). Reference: www.astm.org
  - 2.3 "ATT A," "Attachment A," and "Pricing Pages," the form attached hereto as Attachment A (ATT A) containing the schedule of Contract Items that will be used to evaluate solicitation responses and where Vendor shall identify locations where Contract Items will be sourced from.
  - 2.4 "ATT B," "Attachment B," and "Certified Plant Form" the form attached hereto as Attachment B (ATT B) upon which Vendor shall provide its certified plant information, per the WVDOH Materials Control, Soils, and Testing Division (MCS&T) Approved Product Lists (APLS). It is the responsibility of the Vendor to ensure its compliance with an APL, as maintained and amended by MCS&T and as required within these Specifications. Reference:

    <a href="https://transportation.wv.gov/highways/mcst/Pages/APL">https://transportation.wv.gov/highways/mcst/Pages/APL</a> By Number.aspx
  - 2.5 "Contract Item" or "Item" the list of items available for Vendor to provide pricing as identified in Section 3.2 of this Solicitation and referenced throughout.
  - 2.6 "Contractor" or "Vendor" interchangeably used throughout this Solicitation and in any cited Sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest Standard Specs edition, as amended, including any Supplementals and refers to any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest

responsible bidder, or the entity that has been awarded the Contract, as context requires.

- 2.7 "Emergency Work" work which 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 a representative of the WVDOH.
- 2.8 "Liquidated Damages" monetary compensation due from the Vendor in the event the Vendor's performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted in Section 6.5 of these Specifications.
- **2.9** "MP" and/or "MCS&T" the Materials Procedures, as administered by the WVDOH Materials Control, Soil and Testing Division, who perform all procedures necessary with sampling, testing, reporting and inspection of products and materials to maintain a reliable quality assurance system.

  Reference: <a href="https://transportation.wv.gov/highways/mcst/Pages/default.aspx">https://transportation.wv.gov/highways/mcst/Pages/default.aspx</a>
- **2.10** "Solicitation" the official notice of an opportunity to supply the State with goods or services.
- 2.11 "Standard Specs" used throughout this solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified or amended by all subsequent Supplemental Specifications.
- **2.12** "WVDOH" or "Agency" interchangeable terms for the West Virginia Division of Highways.

#### 3. GENERAL REQUIREMENTS:

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

Materials, equipment, and performance of this contract shall conform to, but are not limited to, the requirements of Standard Specs Sections 212, 219, 228, 307, 501, 502, 506, 508, 510, 601, 602, 636, 642, 652, 707, 709, and 715, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: <a href="https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx">https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx</a>. Hard copies of these publications may be purchased from the Technical

Support Division by completing the Specification Order Form provided within the website.

Prior to the commencement of any work performed by Vendor on this contract, the WVDOH shall obtain all required permits.

- 3.2 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
  - 3.2.1 Plant Certification: MCS&T maintains the Portland Cement Concrete Plant Evaluation list of certified plants that have met an established level of quality, per Exhibit 17 (MP 601.05.50 Quality Assurance Procedures for Portland Cement Concrete). Vendor must source a plant that has been evaluated and certified by MCS&T. For the most recent MP 601.05.50 publication, reference:

https://transportation.wv.gov/highways/mcst/Pages/APL By Number.aspx

- **3.2.1.1** Vendor shall provide the name, 911 address (or most recent physical address) and certification information of its certified plant(s) on **ATT B**.
  - **3.2.1.1.1** In accordance with Standard Specs Section 106, Vendor shall conduct any necessary material sampling and testing at its certified plant. Any required job site testing shall also be performed by the Vendor.
- **3.2.1.2** In accordance with MP 601.05.50, if a plant has been removed from its approved status during the term of this Contract, re-certification must be established through MCS&T in order for the plant to continue providing materials for work to be performed under this contract.
- **3.2.1.3** Bids submitted without **ATT B** shall result in the disqualification of Vendor's bid in its entirety.
- 3.2.2 Pre-packaged Concrete Materials: All pre-packaged concrete repair materials must conform to the requirements of Standard Specs Section 715 and be approved for use by MCS&T. For the most recent MP 715.004.001 Concrete Patching Repair Materials publication, reference: <a href="https://transportation.wv.gov/highways/mcst/Pages/APL">https://transportation.wv.gov/highways/mcst/Pages/APL</a> By Number.aspx
- **3.2.3** Backfill Material: Backfill material used in the performance of work under this contract shall meet the requirements of Standard Specs Section 212.

- **3.2.4 Air-Entraining Admixtures:** Concrete provided by Vendor for work performed under this contract shall be air-entrained and included in its pricing of Contract Items on **ATT A**. Vendor must source air-entrained admixtures that have been approved for use by MCS&T. For the most recent MP 707.001.001 *Type M: Air Entraining Admixtures* publication, reference: <a href="https://transportation.wv.gov/highways/mcst/Pages/APL\_By\_Number.aspx">https://transportation.wv.gov/highways/mcst/Pages/APL\_By\_Number.aspx</a>
- 3.2.5 Traffic Maintenance (Contract Items 26-30): The WVDOH District Engineer or their designee shall coordinate the maintenance of traffic with Vendor upon its acceptance of an ADO. In accordance with Standard Specs Section 636, the WVDOH will facilitate the maintenance of traffic unless the project requires Vendor to provide traffic control devices, arrow boards, flaggers, and/or pilot trucks. Vendor shall bid one price per unit of measure, as defined on ATT A.
  - **3.2.5.1** Project sites shall be kept open to traffic in such condition that both local and through traffic will be adequately and safely accommodated with minimal traffic delays.
  - **3.2.5.2** Prior to reopening a project site to normal traffic conditions, Vendor shall be responsible for the removal and proper disposal of all dirt and debris resulting from work performed under this Contract.
- 3.2.6 Landscape Repair: (Contract Items 35-38): Vendor shall provide and apply seed, mulch, and/or agricultural lime for areas disturbed by work performed under this contract. The provision and use of seeding and mulching material shall be in accordance with Standard Specs Sections 642 and 652. Vendor shall bid one price per unit of measure indicated on ATT A.
- 3.2.7 Concrete Pavement Repair (Contract Items 1-15): Concrete pavement patch repair shall be requested to correct defective concrete pavement such as, but not limited to faulting joints, spalling joints, scaling surface, blow-ups, and map cracking. To prevent further deterioration, eliminate safety hazards, improve riding quality, and restore proper drainage, removal shall be at full depth. Vendor shall meet all requirements of Standard Specs Section 506 and bid once price per unit of measure indicated on ATT A.

All concrete pavement patch repair work performed under this contract shall be in accordance with Exhibits 1 - 11 (West Virginia Department of Transportation, Division of Highways, Engineering Division, Standard Detail Book, Volume 1) and Exhibits 12-14 (West Virginia Department of Transportation. Division of Highways, Engineering Division Typical Sections & Related Details Book), as amended.

Reference: <a href="https://transportation.wv.gov/highways/engineering/pages/details.aspx">https://transportation.wv.gov/highways/engineering/pages/details.aspx</a>

- **3.2.7.1** Concrete provided by Vendor shall be Class B concrete and aggregate shall be Class 1 Base Course.
- **3.2.7.2** Concrete pavement patch repairs must be square or rectangular, with each side of joint being parallel or at a right angle to the direction of traffic. Concrete pavement shall be Jointed Reinforced Concrete Pavement (JRCP) which will replace the plain jointed concrete pavement.
- **3.2.7.3** A longitudinal joint shall be constructed at the centerline of the roadway. Reference **Exhibit 1** (*Concrete Pavement Joint Layout and Types, Standard Sheet PVT1*).
- **3.2.7.4** Contraction joint type A, and expansion joint types B and C, shall be constructed to match the existing joint spacing across lanes and shoulders.
- **3.2.7.5** Tie bolts shall meet the requirements of Standard Specs Section 709 and all tie bolt assemblies shall be installed along the longitudinal joint per **Exhibit 3** (*Longitudinal Tie Bolt Assembly, Standard Sheet PVT3*).
- **3.2.7.6** Coated dowel bars shall meet the requirements of Standard Specs Section 709. Dowel units for both contraction and expansion joints shall be installed per **Exhibit 4** (*Load Transfer Unit, Standard Sheet PVT4*).
- 3.2.7.7 Welded wire fabric for concrete reinforcement shall be placed at midslab depth, end 3" from all expansion and longitudinal joints, and conform to the requirements of AASHTO M336, as amended. Epoxy coated welded wire fabric for concrete reinforcement shall meet the requirements of ASTM Standard A844/A844M.
- 3.2.7.8 If the subgrade beneath the old concrete pavement is poorly drained, the necessary corrective action must be taken. Any poor subgrade material must be removed and replaced with the best suited new material for the circumstances. Damaged drain conduit shall be removed and replaced with new conduit of equal length.
- **3.2.7.9** Sealing of joints shall be performed in accordance with Standard Specs Section 510.

- 3.2.8 Diamond Grinding (Contract Items 23-25): Diamond grinding performed under this contract shall be in accordance with Standard Specs Section 508 and consist of the grinding of Portland Cement Concrete (PCC) pavement and roadway surfaces longitudinally to correct surface irregularities and restore proper riding characteristics to pavement. Vendor shall bid one price per unit of measure, as defined on ATT A.
- 3.2.9 Bridge Deck Patch Repair (Contract Items 16-22): All bridge deck patch repair work performed under this contract shall be in accordance with Section 601 of the Standard Specs, Exhibit 15 (Concrete Repair Detail for Decks without SIP Forms), Exhibit 16 (Concrete Repair Detail for Decks with SIP Forms) and Exhibit 18 (Special Provision for Section 601 Structural Concrete). Deck patch repair shall be requested to correct defective bridge deck concrete such as, but not limited to, unsound concrete, spalled and broken concrete, and crack repair, to prevent further deterioration, eliminate safety hazards, improve riding quality and restore proper drainage as identified on an ADO. Vendor shall bid one price per unit of measure indicated, as defined on ATT A.
  - **3.2.9.1** Structural concrete shall meet the requirements of Standard Specs Section 601, unless otherwise noted on an ADO.
  - **3.2.9.2** Reinforcing bars shall be Grade 60 and meet the requirements of Standard Specs Section 602. Reinforcing bars shall be spliced to existing bars using either minimum 30-bar diameter lap splices or approved mechanical connectors.
- **3.2.10** Material Disposal (Contract Item 36): Vendor shall be responsible for the removal and disposal of all debris and unsuitable material from the worksite to a WVDOH approved disposal location. The location will be provided on the Agency ADO and will be in proximity to the worksite. Vendor shall bid one price per hour on ATT A.
- **3.2.11 Mobilization (Contract Items 31-33):** Mobilization shall be defined as the transport of all personnel, equipment, supplies, and incidentals necessary for the completion of work at a WVDOH jobsite. The WVDOH shall pay a one-time per day of operation at a WVDOH job site, unless transport of personnel, equipment, supplies, and incidentals over five (5) miles between project locations is required.

Roundtrip moves of up to ten miles with no additional mobilization per project may be required. An individual project location shall be defined as a project site where no skips exceeding 1,000 feet are involved, except between the approach slabs of a bridge or parallel pair of bridges. Mobilization shall be bid on Attachment A- Pricing Page as follows:

- **3.2.11.1 Daytime Mobilization:** Vendor may bid one lump sum price for daytime mobilization per County.
- **3.2.11.2 Nighttime Mobilization:** Nighttime mobilization shall apply when Vendor is required to perform work during nighttime hours, as directed on an Agency ADO. Vendor may bid one lump sum price for nighttime mobilization per County on **ATT A**.
- **3.2.11.3 On-Site Mobilization:** Vendor may bid one lump sum price on **ATT A** for non-production moves within a project over 1,000 feet.
- **3.2.12 Emergency Work:** Emergency work, as ordered by a WVDOH District Engineer or their designee, is work that shall be initiated within 24 hours from when the order is received by the Vendor. The determination of emergency work will be in accordance with Section 2.8 of this Contract and prominently noted on the ADO. Designated emergency work will be paid at 1.5 times the Vendor's bid price.

#### 4. CONTRACT AWARD:

- **4.1 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.
  - **4.1.1 Determining Low Bid Per Project:** To determine the low bid Vendor for an individual project, the WVDOH District Engineer or designee will calculate the lowest overall total cost of the price of all items required per project. 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.
- **4.2 Pricing Pages, Attachment A ("ATT A"):** Vendor shall complete **ATT A** by providing a bid price for each Contract Item listed. Vendor shall factor into their bid prices all equipment, materials, delivery, and labor required to provide Contract Items.
  - **4.2.1** Vendor may bid any or all Districts and Counties and shall complete **ATT A** for each Contract Item bid in its entirety, as failure to do so may result in disqualification of Vendor's bid. All bids or pricing submitted shall be held and honored by the Vendor for 90 days after the bid opening date.

### REQUEST FOR QUOTATION

#### Concrete Pavement and Bridge Deck Patch Repair

- **4.2.2** For work performed under this Contract, Vendor shall list the physical 911 address of each source location that will provide equipment to the service areas indicated by Vendor on **ATT A**. Failure to provide source locations on **ATT A** will result in the disqualification of Vendor's bid in its entirety.
- **4.2.3** If bid pricing will differ by source location and/or service area, a separate **ATT A** must be submitted for the corresponding service area, source location, and bid pricing.
- **4.2.4** The Pricing Pages contain a list of the Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Estimated quantities are not available.
- 4.2.5 <u>Vendor should type or electronically enter the information into the Pricing Pages spreadsheet to prevent errors in the evaluation</u>. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments, however, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: <u>DOTProcurement@wv.gov</u>.
- **4.2.6** Changing a column or row description, Contract Item description, or unit of measure, on **ATT A** shall result in disqualification of the Contract Item bid on the altered line. In circumstances when all Contract Items must be bid for bid evaluation and contract award, the disqualification of any Contract Item will result in the disqualification of the entire bid.
  - **4.2.6.1** Submitting Pricing Pages other than those provided with this solicitation, as described in Section 4.2, shall result in the disqualification of Vendor's bid in its entirety.
  - **4.2.6.2** Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.
- 4.3 Contract Award Transition: Upon 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 order issued prior to the award of the contract shall remain in effect and should not be cancelled until that order is filled; however, after 10 working days of the Districts and Vendors notice, any order that has not been completely filled by the Vendors shall NOT be completed and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that order only. No orders from prior contracts should be held open by the Districts or Vendors longer than 10 working days after the effective date of use is announced for the new contract.

#### 5. ORDERING AND PAYMENT:

- other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/payment addresses with WVDOH and in wvOASIS. Vendor may, but is not required to, accept online orders through a secure internet ordering portal/website. If Vendor can accept online orders, it shall include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly secured prior to processing Agency orders online.
- 5.2 Agency Delivery Order (ADO): District personnel must issue an ADO from wvOASIS for specific quantities of materials based on each project's requirements and detailing the need and location information of work to be completed per Contract Items, as well as the start and end dates, which will become the agreed upon official start and end dates. The ADO must be created in wvOASIS and approved to "Final", prior to placing the order with the Vendor. The District is responsible for creating the ADO in wvOASIS and is required to submit the approved order, in writing, directly to the vendor via mail, email or fax. Verbal communication with the Vendor is not considered an official order. In the event the Vendor denies an order or if there are changes to an ADO, the District must process a change order to the approved ADO issued from wvOASIS.

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

- **5.2.1 Lead Time:** The WVDOH should plan accordingly to allow the Contractor a minimum of 14 calendar days prior to the date of the agreed upon start date on the ADO to allow Vendor to mobilize and begin work.
- Payment: Upon completion of the work indicated on the ADO, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

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

- WVDOH ADO, the Vendor shall advise the WVDOH in writing within five (5) calendar days of their acceptance or refusal of the ADO. As verification of receipt, Vendor must provide written acknowledgement of any ADO and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any ADOs/Revisions within five (5) days of the Order being sent shall be considered refusal of the ADO. In the event of refusal, the WVDOH at its own discretion shall cancel the ADO and may seek to obtain the goods or services from the next low bid Vendor or proceed with an emergency purchase from the open market.
- 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.
- 6.3 Delivery Time: In accordance with Section 5.2 and the terms of this contract, the work shall be scheduled by the WVDOH. The Vendor shall mobilize, commence, and complete work delivery in accordance with the WVDOH's written ADO, per project. Any changes must be communicated by the Vendor in writing to the WVDOH District Engineer or their designee. The Vendor shall work in an efficient manner in effort to keep traffic delay to a minimum and traffic must be adequately and safely accommodated. Vendor shall ship/provide all orders in accordance with the dates assigned to each project per the ADO and shall not hold orders until a minimum delivery quantity is met. No Vendor is authorized to ship project related goods or begin work/services, nor is the WVDOH authorized to receive materials, prior to the issuance of a ADO.
- 6.4 Adverse Weather Conditions: Unsuitable/adverse/inclement weather conditions may dictate the work schedule. It is preferred that operations be suspended immediately when an inclement weather event begins or if the WVDOH District Engineer or their designee determines that an inclement weather event is imminent. If working conditions are dangerous or unsuitable for the WVDOH, Vendor, or general public, work shall be suspended by the WVDOH Engineer/designee. If needed, revision to the project's start and end date may be negotiated by the Vendor and the WVDOH Engineer/designee. After a weather-related suspension of work, the WVDOH District Engineer or their designee shall determine and convey in writing, such ADO changes and when work shall commence/resume, followed by the Vendor's written acknowledgement, per Section 6.1 of this Contract Solicitation.
- 6.5 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,

obtaining the items ordered from another awarded vendor, or proceeding with an Emergency Purchase from the open market.

The Agency placing the ADO under this Contract must be notified in writing by the Vendor no later than five (5) business days prior to the scheduled start date noted on the Agency's order. Any failure to notify, acknowledge receipt of WVDOH's written ADOs/Revisions resulting in delivery delay, or failure to start or complete the project per the WVDOH scheduled due dates may be determined by the WVDOH at its sole discretion as harmful to the Agency and as such, shall result in WVDOH's cancellation of the ADO and application of Liquidated Damages.

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

6.5.1 Liquidated Damages: If the Vendor's work completion or corrections of deficient work exceeds the ADO completion due date or timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOH's specified ADO due date and in accordance with this Section, the Contract's Terms and Conditions, Standard Specs Section 108.7, and the following Standard Specs Section Table 108.7.1 - Schedule of Liquidated Damages, as amended:

Table 108.7.1 Schedule of Liquidated Damages

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

**6.5.2 Force Majeure:** It shall be further noted that the Vendor is not responsible for and shall not be penalized for delays in its delivery of goods and/or services when caused by factors or events outside Vendor's control, including but not limited to acts or omissions of the Agency or third parties, acts of civil or military authority, civil disturbance, war, terrorism, pandemics, explosions, fire, floods, tornadoes, or other natural disasters or acts of God.

**6.6 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

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

- 6.7 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 or the Standard Specs, as amended, and/or found deficient and unacceptable by visual inspection will be rejected and, at the Vendor's/Contractor's expense, will be removed and replaced by the Vendor with work being continual until the Vendor's deficient work corrections are completed and deemed acceptable and approved by the WVDOH District Engineer or their designee. Under no circumstance shall the Vendor's deficiency corrections exceed twenty (20) calendar days unless otherwise declared in writing by the WVDOH District Engineer or their designee and may be subject to Liquidated Damages as per Section 6.5.1 of these Contract Specifications.
- 6.8 Return of Unacceptable Items: The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per Standard Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion. Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

#### 7. VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
  - **7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
  - **7.1.2** Failure to comply with other specifications and requirements contained herein.
  - **7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - **7.1.4** Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
  - 7.2.1 Immediate cancellation of the Contract.
  - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
  - **7.2.3** Any other remedies available in law or equity.

#### 8. MISCELLANEOUS:

- **8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- **8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- **8.3** Reports: Vendor shall provide the Agency with quarterly reports, annual summaries, and/or monthly reports as requested by the Agency and/or the West Virginia Purchasing Division showing quantities, total dollar value of the Contract Items purchased, ordered, shipped & invoiced with dates in spreadsheet format as defined by the Agency. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Contract Manager:	STEVE DIEHL
Telephone Number:	304-759-2100
Fax Number:	
Email Address: STE	VE.DIEHL@TRITONWV.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.

6624C038

### CONCRETE PAVEMENT AND BRIDGE DECK PATCH REPAIR - 6624C038 ATTACHMENT A - PRICING PAGES

#### TRITON CONSTRUCTION, INC.

V	en	dor	Nam	٥.	74.5 W
Y	CII	uui	Nam	c.	

**INSTRUCTIONS:** Vendor shall indicate the service area (Statewide, District, or County) that correspond with the source locations and pricing indicated on this ATT A Pricing Page. Vendor shall submit a separate ATT A Pricing Page if bid pricing differs among Districts, Counties, and Source Locations.

Vendor shall also provide the physical 911 address for each source location that will provide equipment for the district, county, or statewide locations indicated. Please attach additional pages if needed.

No future use of this Contract, or any individual Contract Item is guaranteed throughout the life of the Contract. Failure to complete or submit ATT A and ATT B shall result in disqualification of Vendor's bid in its entirety.

			X STAT	EWIDE COV	VERAGE				
Boone Clay Kanawha Mason Putnam	District 2 Cabell Lincoln Logan Mingo Wayne	District 3 Calhoun Jackson Pleasants Ritchie Roane Wirt	District 4  Doddridge Harrison Marion Monongalia Preston Taylor	District 5  Berkeley Grant Hampshire Hardy Jefferson Mineral	District 6  Brooke  Hancock  Marshall  Ohio  Tyler  Wetzel	District 7 Barbour Braxton Gilmer Lewis Upshur Webster	District 8 Pendleton Pocahontas Randolph Tucker	District 9 Fayette Greenbrier Monroe Nicholas Summers	McDowell Mercer Raleigh Wyoming
	1944	Wood  Source Location WINFIELD F ALBANS, W	ROAD	Morgan		Si	ource Location		
		Source Locatio	n			Se	ource Location		

TEM NO.	CONTRACT ITEM DESCRIPTION	UOM	1 9 7 9	UNIT PRICE
	Concrete Pavement Repa	ir		
1	Concrete Pavement Repair - Type 1	Cubic Yard	\$	5,000.00
2	Concrete Pavement Repair - Type II	Cubic Yard	\$	9,000.00
3	Concrete Pavement Repair - Type III	Cubic Yard	\$	10,000.00
4	Backfill Material	Cubic Yard	\$	800.00
5	Class A Concrete	Cubic Yard	\$	5,000.00
6	Class B Concrete	Cubic Yard	\$	5,000.00
7	Class C Concrete	Cubic Yard	\$	5,000.00
8	Class D Concrete	Cubic Yard	\$	5,000.00
9	Modified Concrete - Class A	Cubic Yard	\$	5,000.00
10	Modified Concrete - Class B	Cubic Yard	\$	5,000.00
11	Modified Concrete - Class C	Cubic Yard	\$	5,000.00
12	Modified Concrete - Class D	Cubic Yard	\$	5,000.00
13	Modified Architectural Concrete - Class B	Cubic Yard	\$	10,000.00
14	Epoxy Coated Reinforcing Steel Bar	Pound	\$	5.00
15	Concrete Protective Coating	Square Feet	\$	20.00

### CONCRETE PAVEMENT AND BRIDGE DECK PATCH REPAIR - 6624C038 ATTACHMENT A - PRICING PAGES

TRITON	CONSTRUCTION,	INC.
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Vendor 1	Name:
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**INSTRUCTIONS:** Vendor shall indicate the service area (Statewide, District, or County) that correspond with the source locations and pricing indicated on this ATT A Pricing Page. Vendor shall submit a separate ATT A Pricing Page if bid pricing differs among Districts, Counties, and Source Locations.

Vendor shall also provide the physical 911 address for each source location that will provide equipment for the district, county, or statewide locations indicated. Please attach additional pages if needed.

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	Bridge Deck Patch Repo	air	
16	Deck Repair: Patching Concrete Structures - Type D1	Square Feet	\$ 545.00
17	Deck Repair: Patching Concrete Structures - Type D2	Square Feet	\$ 935.00
18	Deck Repair: Patching Concrete Structures - Type D3	Square Feet	\$ 2,600.00
19	Deck Repair: Patching Concrete Structures - Type D4	Square Feet	\$ 2,600.00
20	Modified Concrete - Class K	Cubic Yard	\$ 5,000.00
21	Epoxy Coated Reinforcing Steel Bar	Pound	\$ 5.00
22	Concrete Protective Coating	Square Feet	\$ 20.00
	Diamond Grinding		
23	Final Textured Surface Area	Square Yard	\$ 50.00
24	Erosion Control (for prevention of slurry release)	Lump Sum	\$ 8,000.00
25	Slurry Removal	Lump Sum	\$ 6,500.00
	Traffic Maintenance		
26	Pilot Truck and Driver	Day	\$ 1,000.00
27	Traffic Control Devices	Unit	\$ 5.00
28	Flagger	Hour	\$ 90.00
29	Traffic Control	Job (Site)	\$ 8,500.00
30	Electric Arrow Board	Day	\$ 50.00
	Mobilization & Haul		
31	Daytime Mobilization	Lump Sum	\$ 13,500.00
32	Nighttime Mobilization	Lump Sum	\$ 32,500.00
33	On-Site Mobilization	Lump Sum	\$ 5,500.00
34	Material Disposal	Hour	\$ 215.00
	Landscape Repair		
35	Agricultural Limestone	Ton	\$ 2,400.00
36	Fertilizer	Ton	\$ 3,700.00
37	Seed Mixtures	Pound	\$ 300.00
38	Mulch	Ton	\$ 3,500.00

Vendor shall provide the name, 911 address, or most recent physical address, and certification information of its certified plant(s).

Please duplicate this page to list additional plant locations, if needed.

Bids submitted without ATT A and ATT B will result in disqualification of Vendor's bid in its entirety.

Plant Name	Claxton Smith Concrete F-1
Plant Location (Physical 911 Address)	Route 1 Box 74 Poca, WV 25159
Plant Evaluation Status (Check one)	☑ Approved (Provide MCS&T P/S Code below)     ☐ Not approved / Pending approval
MCS&T P/S Code	CSC2.01.601
Plant Name	Claxton Smith Concrete F-3
Plant Location (Physical 911 Address)	2266 Pennsylvania Avenue Charleston, WV 25302
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  CSC2.03.601
Plant Name	Heidelburg Materials F-5
Plant Location (Physical 911 Address)	962 Winfield Road Central Plant Winfield, WV 25213
Plant Evaluation Status (Check one)	✓ Approved (Provide MCS&T P/S Code below)  ☐ Not approved / Pending approval
MCS&T P/S Code	ERM1.05.601
Plant Name	Heidelburg Materials F-7
Plant Location (Physical 911 Address)	1107 Bullit St. Charleston, WV 25301
Plant Evaluation Status (Check one)	
MCS&T P/S Code	ERM1.07.601

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Plant Name	Heidelburg Materials F-9 (transit)
Plant Location (Physical 911 Address)	962 Winfield Road Transit Plant Winfield, WV 25213
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  ERM1.09.601
Plant Name	Marsico Concrete F-1
Plant Location (Physical 911 Address)	1220 Fayette Pike W Montgomery WV 25136
Plant Evaluation Status (Check one) MCS&T P/S Code	✓ Approved (Provide MCS&T P/S Code below)  ☐ Not approved / Pending approval  MCC1.01.601
Plant Name	The Wells Group LLC
Plant Location (Physical 911 Address)	209 Powerhouse Dr Madison, WV 25601
Plant Evaluation Status	✓ Approved (Provide MCS&T P/S Code below)
(Check one)	☐ Not approved / Pending approval
MCS&T P/S Code	MRM2.01.601
Plant Name	The Wells Group LLC
Plant Location (Physical 911 Address)	962 Winfield Rd Winfield WV 25213
<b>Plant Evaluation Status</b>	Approved (Provide MCS&T P/S Code below)
(Check one)	☐ Not approved / Pending approval
MCS&T P/S Code	MRM3.01.601

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DI (3)	THE WILL CO.
Plant Name	The Wells Group, LLC
Plant Location (Physical 911 Address)	#7 Scary Creek Industrial Park Winfield, WV 25213
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  RRM1.01.601
Plant Name	The Wells Group, LLC
Plant Location (Physical 911 Address)	122 Carbide Drive Belle, WV 25015
Plant Evaluation Status (Check one)	✓ Approved (Provide MCS&T P/S Code below)  ☐ Not approved / Pending approval
MCS&T P/S Code	RRM1.02.601
Plant Name	Wells Group
Plant Location (Physical 911 Address)	161 Georges Creek Rd Gallipolis, OH 45631
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  TWG1.06.601
Plant Name  Plant Location (Physical 911 Address)	The Wells Group  33112 Charleston Road  Robertsburg, WV 25123
Plant Evaluation Status (Check one) MCS&T P/S Code	☐ Approved (Provide MCS&T P/S Code below) ☐ Not approved / Pending approval  VBC1.03.601

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Plant Name	Adams Trucking And Supply	
Plant Location (Physical 911 Address)	3700 US-60 Barboursville, WV 25504	
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval	-
	ATA1.01.601	
Plant Name	Heidelburg Materials F-8	
Plant Location (Physical 911 Address)	6700 Kyle Lane Huntington, WV 25702	
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  ERM1.08.601	
1.200001 270 0000	21411100.001	
Plant Name	The Wells Group F-1	
Plant Name  Plant Location (Physical 911 Address)	The Wells Group F-1  Power House Drive  Logan, WV 25601	
Plant Location	Power House Drive	
Plant Location (Physical 911 Address)  Plant Evaluation Status (Check one)	Power House Drive  Logan, WV 25601  Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval	
Plant Location (Physical 911 Address) Plant Evaluation Status	Power House Drive  Logan, WV 25601  Approved (Provide MCS&T P/S Code below)	
Plant Location (Physical 911 Address)  Plant Evaluation Status (Check one)	Power House Drive  Logan, WV 25601  Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval	
Plant Location (Physical 911 Address)  Plant Evaluation Status (Check one)  MCS&T P/S Code  Plant Name  Plant Location (Physical 911 Address)	Power House Drive  Logan, WV 25601  Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  LCC1.01.601	
Plant Location (Physical 911 Address)  Plant Evaluation Status (Check one) MCS&T P/S Code Plant Name  Plant Location	Power House Drive  Logan, WV 25601  Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  LCC1.01.601  The Wells Group F-1  146 Turkey Creek Rd	

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Plant Name	The Wells Group F-3
Plant Location (Physical 911 Address)	6045 WV-152 Wayne, WV 25570
Plant Evaluation Status (Check one)	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval
MCS&T P/S Code	TWG1.03.601
Plant Name	The Wells Group F-4
Plant Location (Physical 911 Address)	1001 Joe Wells Road Cannonsburg, KY 41101
Plant Evaluation Status (Check one) MCS&T P/S Code	☐ Approved (Provide MCS&T P/S Code below) ☐ Not approved / Pending approval TWG1.04.601
Plant Name	
Plant Location (Physical 911 Address)	The Wells Group F-5  229 Fallsburg  Louisa, KY 41230
Plant Evaluation Status (Check one) MCS&T P/S Code	☐ Approved (Provide MCS&T P/S Code below) ☐ Not approved / Pending approval TWG1.05.601
Plant Name	The Wells Group F1
Plant Location (Physical 911 Address)	105 Sycamore Street Ravenswood, WV 26164
Plant Evaluation Status	Approved (Provide MCS&T P/S Code below)
(Check one) MCS&T P/S Code	☐ Not approved / Pending approval  CCC1.01.601
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Plant Name	The Wells Group F2
Plant Location (Physical 911 Address)	402 Buckeye Street Parkersburg, WV 26101
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  CCC1.02.601
Plant Name	
Plant Location (Physical 911 Address)	The Wells Group F3  150 Marcellus Way  Bridgeport, WV 26330
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  CCC1.03.601
Plant Name	Central Supply F-1
Plant Location (Physical 911 Address)	Route 73 Saltwell, WV 26330
Plant Evaluation Status (Check one) MCS&T P/S Code	☐ Approved (Provide MCS&T P/S Code below) ☐ Not approved / Pending approval  CSC1.01.601
Plant Name	R.D.R. Energy Resources
Plant Location (Physical 911 Address)	411 Sycamore St. Clarksburg, WV 26301
Plant Evaluation Status	Approved (Provide MCS&T P/S Code below)
(Check one) MCS&T P/S Code	□ Not approved / Pending approval  RDR1.01.601

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Plant Name	Stone & Company
Plant Location (Physical 911 Address)	1702 Smithtown Rd Morgantown, WV 26508
Plant Evaluation Status (Check one)	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval
MCS&T P/S Code	SAC1.01.601
Plant Name	Fairfax Concrete F-1
Plant Location (Physical 911 Address)	Greenland Gap Road Scherr WV 26726
Plant Evaluation Status (Check one)	✓ Approved (Provide MCS&T P/S Code below)  ☐ Not approved / Pending approval
MCS&T P/S Code	FCC1.01.601
Plant Name	Allegany Concrete F-5
Plant Location (Physical 911 Address)	Waxler Road Short Gap Plant Short Gap WV 26726
Plant Evaluation Status (Check one)	☐ Approved (Provide MCS&T P/S Code below) ☐ Not approved / Pending approval
MCS&T P/S Code	FCC1.05.601
Plant Name	The December of the Court of th
	Thomas, Bennet & Hunter, Inc
Plant Location (Physical 911 Address)	50 Schuman Boulevard Martinsburg, WV 25405
	50 Schuman Boulevard

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Plant Name	AB&L Concrete
Plant Location (Physical 911 Address)	57033 Ferry Landing Rd. Shadyside, OH 43947
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  ABL1.01.601
Plant Name	Heidelburg Materials F-3
Plant Location (Physical 911 Address)	100 Gravel Lane New Martinsville, WV 26155
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  ERM1.03.601
Plant Name	Heidelburg Materials F-4
Plant Location (Physical 911 Address)	1601 W . Baltimore St.  McMechen WV 26040
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  ERM1.04.601
Plant Name	Smith Concrete
Plant Location (Physical 911 Address)	5300 Guernsey St Bellaire, OH 43906
Plant Evaluation Status (Check one) MCS&T P/S Code	☐ Approved (Provide MCS&T P/S Code below) ☐ Not approved / Pending approval  TSC1.01.601

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Plant Name	Weirton Ice & Coal
Plant Location (Physical 911 Address)	401 Pennsylvania Avenue Weirton, WV 26062
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  WIC1.01.601
Plant Name	Ace Materials
Plant Location (Physical 911 Address)	390 Shale Gas Drive Buckhannon, WV 26330
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  ACE1.01.601
Plant Name	Central Supply F-8
Plant Location (Physical 911 Address)	Route 33 West Sauls Run Road Buckhannon, WV 26201
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  ACX1.01.601
Plant Name	Central Supply F-4
Plant Location (Physical 911 Address)	Chapel Road Gassaway, WV 26624
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  CSC1.04.601

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	0 10 1 7
Plant Name	Central Supply F-5
Plant Location (Physical 911 Address)	91 Lynch Run Road Glenville, WV 26351
Plant Evaluation Status (Check one)	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval
MCS&T P/S Code	CSC1.05.601
Plant Name	Central Supply F-3
Plant Location (Physical 911 Address)	North Randolph Street & Route 33 Elkins, WV 26241
Plant Evaluation Status (Check one)	✓ Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval
MCS&T P/S Code	CSC1.03.601
Plant Name	Central Supply F-16
Plant Name  Plant Location (Physical 911 Address)	Central Supply F-16  468 D and W Lane Parsons, WV 26287
Plant Location (Physical 911 Address) Plant Evaluation Status	468 D and W Lane Parsons, WV 26287  Approved (Provide MCS&T P/S Code below)
Plant Location (Physical 911 Address)  Plant Evaluation Status (Check one)	468 D and W Lane Parsons, WV 26287  ✓ Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval
Plant Location (Physical 911 Address)  Plant Evaluation Status (Check one)  MCS&T P/S Code	468 D and W Lane Parsons, WV 26287   ✓ Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval CSC1.16.601
Plant Location (Physical 911 Address)  Plant Evaluation Status (Check one)	468 D and W Lane Parsons, WV 26287  ✓ Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval
Plant Location (Physical 911 Address)  Plant Evaluation Status (Check one)  MCS&T P/S Code	468 D and W Lane Parsons, WV 26287   ✓ Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval CSC1.16.601
Plant Location (Physical 911 Address)  Plant Evaluation Status (Check one)  MCS&T P/S Code  Plant Name  Plant Location	468 D and W Lane Parsons, WV 26287  ✓ Approved (Provide MCS&T P/S Code below)  □ Not approved / Pending approval CSC1.16.601 Fairfax Concrete F-2  8490 Garrett Hwy Oakland, MD 21550
Plant Location (Physical 911 Address)  Plant Evaluation Status (Check one)  MCS&T P/S Code  Plant Name  Plant Location (Physical 911 Address)	468 D and W Lane Parsons, WV 26287  Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval CSC1.16.601 Fairfax Concrete F-2  8490 Garrett Hwy Oakland, MD 21550

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Plant Name	Fairfax Materials
Plant Location (Physical 911 Address)	476 D & W Lane Parsons, WV 26287
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  FCC1.06.601
Plant Name	Central Supply F-9
Plant Location (Physical 911 Address)	7900 Webster Road Summersville, WV 26651
Plant Evaluation Status (Check one) MCS&T P/S Code	☐ Approved (Provide MCS&T P/S Code below) ☐ Not approved / Pending approval BMC1.01.601
Plant Name	
Plant Location (Physical 911 Address)	Central Supply F-13  17501 Midland Trail W  Alta, WV 24901
Plant Evaluation Status (Check one) MCS&T P/S Code	☐ Approved (Provide MCS&T P/S Code below) ☐ Not approved / Pending approval BMC1.05.601
Plant Name	Greenbrier Ready Mix
Plant Location (Physical 911 Address)	Us Highway 60 Caldwell WV 24925
Plant Evaluation Status (Check one)	✓ Approved (Provide MCS&T P/S Code below)  ☐ Not approved / Pending approval
MCS&T P/S Code	GRM1.01.601

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Plant Name	Superior Supply
Plant Location (Physical 911 Address)	256 Industrial Way Caldwell, WV 24925
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  SSC1.01.601
Plant Name	The Wells Group
Plant Location (Physical 911 Address)	122 Willow Tree Ln Muddlety, WV 26651
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  TWG1.07.601
Plant Name	Central Supply F-11
Plant Location (Physical 911 Address)	101 Westview Avenue Princeton, WV 24740
Plant Evaluation Status (Check one) MCS&T P/S Code	Approved (Provide MCS&T P/S Code below)  Not approved / Pending approval  BMC1.03.601
Plant Name	Central Supply
Plant Location (Physical 911 Address)	97 South Hill Street Mabscott, WV 25871
Plant Evaluation Status	Approved (Provide MCS&T P/S Code below)
(Check one) MCS&T P/S Code	☐ Not approved / Pending approval  DHC1.02.601
MCS&I 1/5 Code	D11C1.02.001

TRITOCON13

Client#: 1114634

ACORD.

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/04/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Megan Withrow			
USI Ins Svcs C/L Charleston	PHONE (A/C, No, Ext): 304-347-0630 FAX (A/C, No): 3	04-347-0605		
1 Hillcrest Drive East	E-MAIL ADDRESS: megan.withrow@usi.com			
Charleston, WV 25311	INSURER(S) AFFORDING COVERAGE	NAIC#		
304 347-0611	INSURER A: Charter Oak Fire Insurance Company	25615		
INSURED	INSURER B: Travelers Property Cas. Co. of America	25674		
Triton Construction, Inc.	INSURER C:			
P.O. Box 1360	INSURER D:			
Saint Albans, WV 25177	INSURER E:			
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

SR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3
1	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR	X	X	VTC2JCO2793C628TIL	04/22/2023	04/22/2024	EACH OCCURRENCE  DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000 \$300,000
CLAIMS-MADE A OCCUR	CLAINS-INADE X OCCUR		1				MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
ı	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
Ī	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$4,000,000
I	OTHER:							\$
1	AUTOMOBILE LIABILITY	X	X	VTJCAP2793C63ATIL2	04/22/2023	04/22/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO		H				BODILY INJURY (Per person)	\$
1	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
1	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
1	ASTOS SILE							\$
	X UMBRELLA LIAB X OCCUR	X	X CUP5W6790812325	04/22/2023	04/22/2024	EACH OCCURRENCE	\$9,000,000	
1	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$9,000,000
	DED X RETENTION \$10,000							\$
	WORKERS COMPENSATION		X	UB1T7111832325G	04/22/2023	04/22/2024	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	PRIETOR/PARTNER/EXECUTIVE N N/A MEMBER EXCLUDED? ny in NH) cribe under	E.L. EACH ACCIDENT	\$1,000,000				
	(Mandatory in NH)		100				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
DOT2400000072-1 Concrete Pavement and Bridge Deck Patch Repair. Certificate Holder is named Additional
Insured regarding General Liability and Automobile Liabilities policies. Waiver of Subrogation in favor of
Holder. 30 Days' Notice of Cancellation applies.

CERTIFICATE HOLDER

West Virginia Department of Transportation

Procurement Division
1900 Kanawha Blvd. E., Bldg. 5, Room A737
Charleston, WV 25305

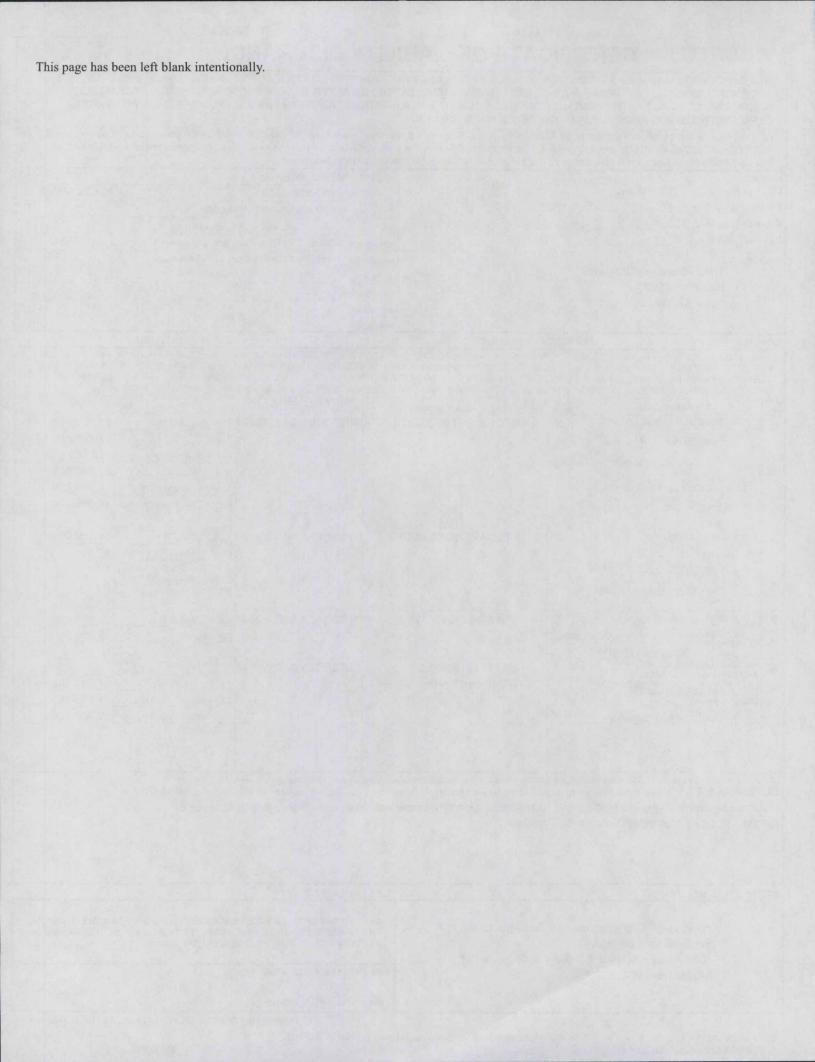
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

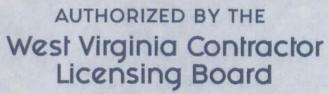
**AUTHORIZED REPRESENTATIVE** 

James P. Crouse

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### CONTRACTOR LICENSE





WV046687

CLASSIFICATION:

GENERAL ENGINEERING SPECIALTY

TRITON CONSTRUCTION INC
DBA TRITON CONSTRUCTION INC
PO BOX 1360
ST ALBANS, WV 25177

DATE ISSUED

**EXPIRATION DATE** 

Authorized Signature

Chair, West Virginia Contractor Licensing Board



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

### CONCRETE PAVEMENT AND BRIDGE DECK PATCH REPAIR 6624C038 - ARFQ DOT24\*72 BID SUBMISSION CHECKLIST

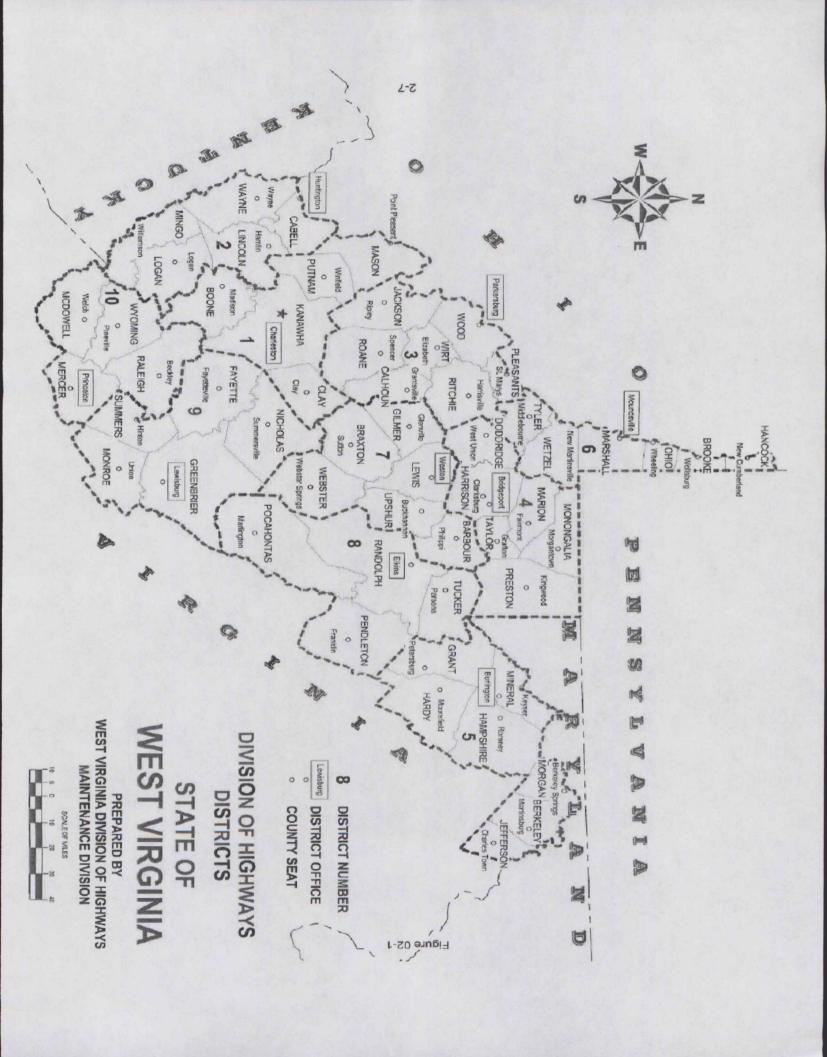
This document is only intended to assist Vendors with ensuring all documents required for this solicitation are provided in its solicitation response.

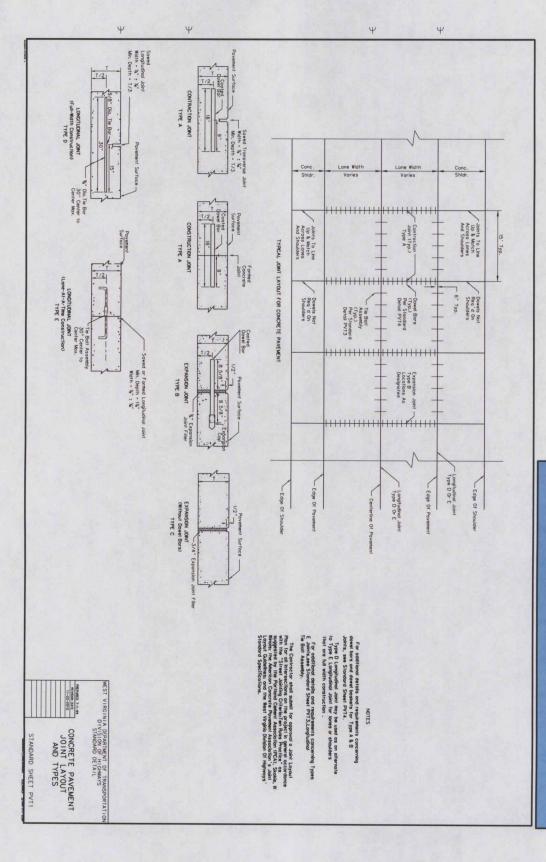
### THIS DOCUMENT IS NOT REQUIRED FOR SUBMISSION WITH BID.

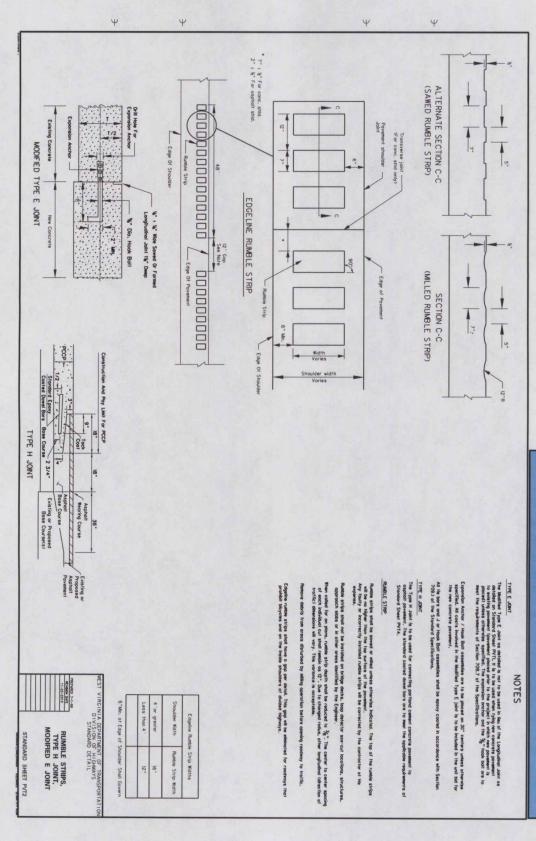
Designated Contact/Certification and Signature Page (General Terms and Conditions)
Addendum Acknowledgement Form – if applicable (General Terms and Conditions)
Contract Manager page (Contract Specifications)
Attachment A – Pricing Pages (ATT A) (Solicitation attachment)
Attachment B - Certified Plant Form (ATT B) (Solicitation attachment)
Certificate of Insurance (Per General Terms and Conditions)
West Virginia Contractor's License (Per General Terms and Conditions)

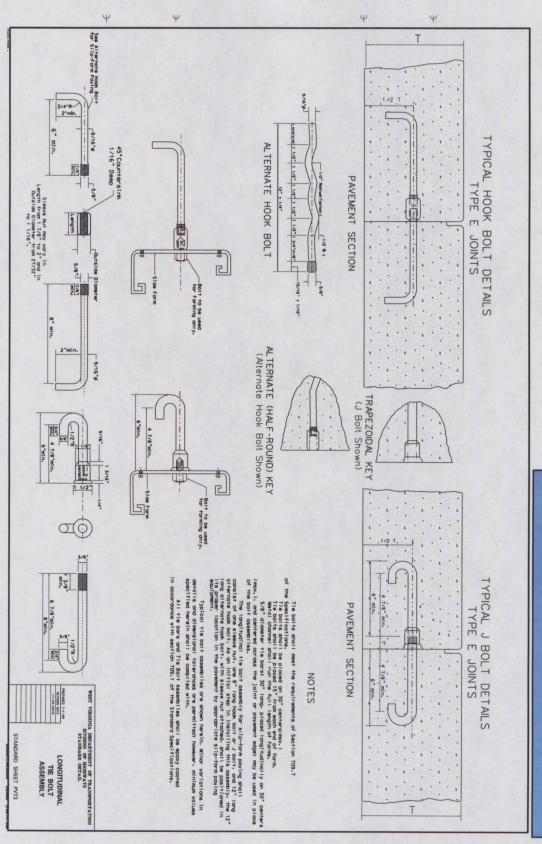
### Reminder:

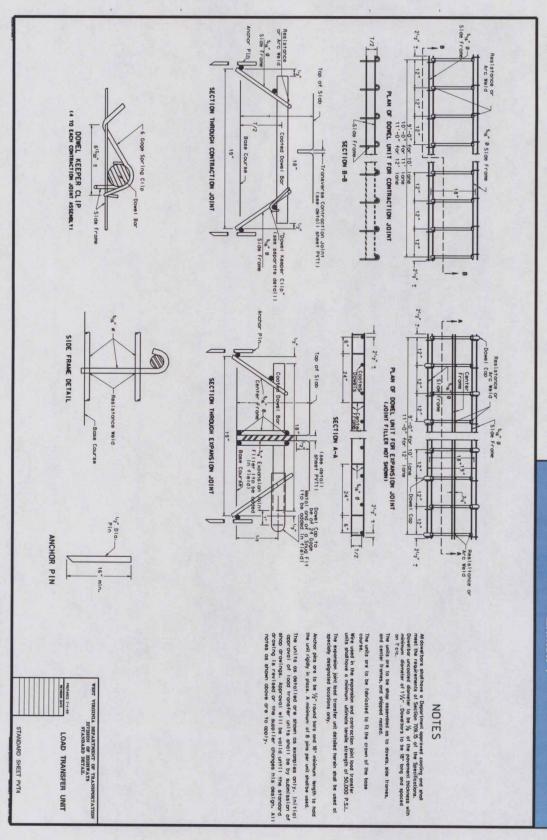
- In order to be awarded a contract, a Vendor's registration profile within wvOASIS (VSS) must be active and registration must be current. For more information, please visit: <a href="http://www.state.wv.us/admin/purchase/VendorReg.html">http://www.state.wv.us/admin/purchase/VendorReg.html</a>.
- \* When submitting your bid into wvOASIS, please <u>do not</u> enter bid pricing information into the wvOASIS Commodity Line Comments area. Bid evaluation will be based on bid prices submitted on the ATT A Pricing Pages. Any entry of bid pricing or other notations made in the wvOASIS Commodity Line Comments section WILL NOT be considered for bid evaluation or award.

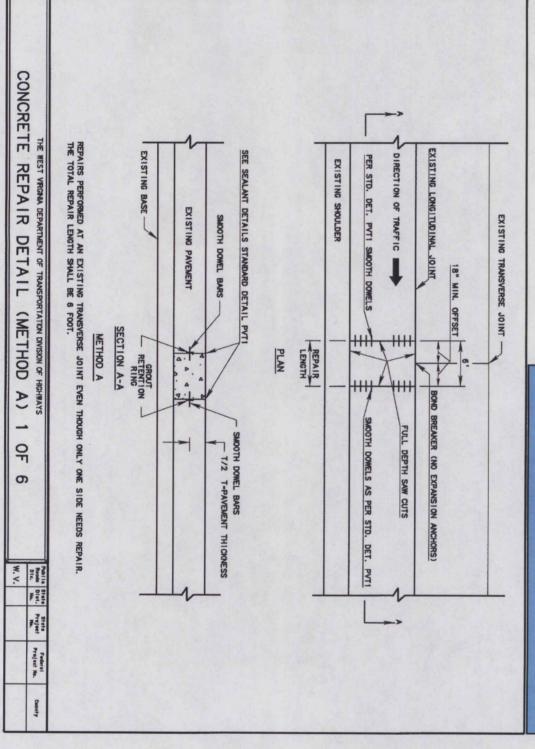


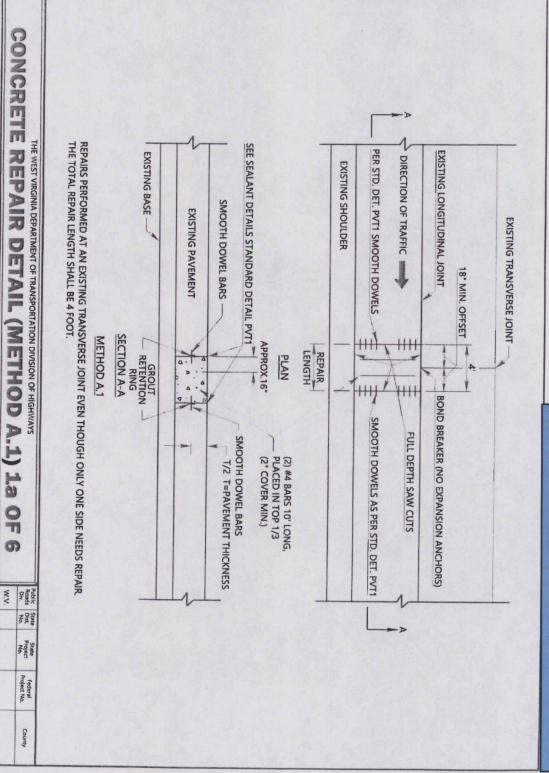


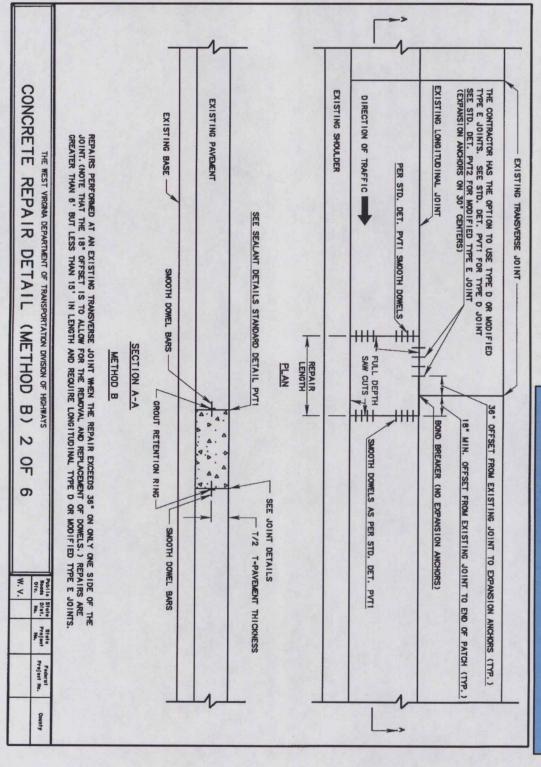




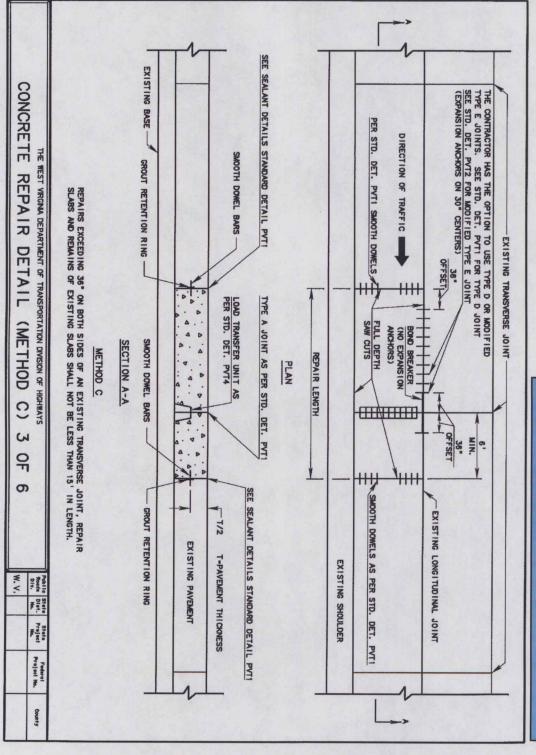




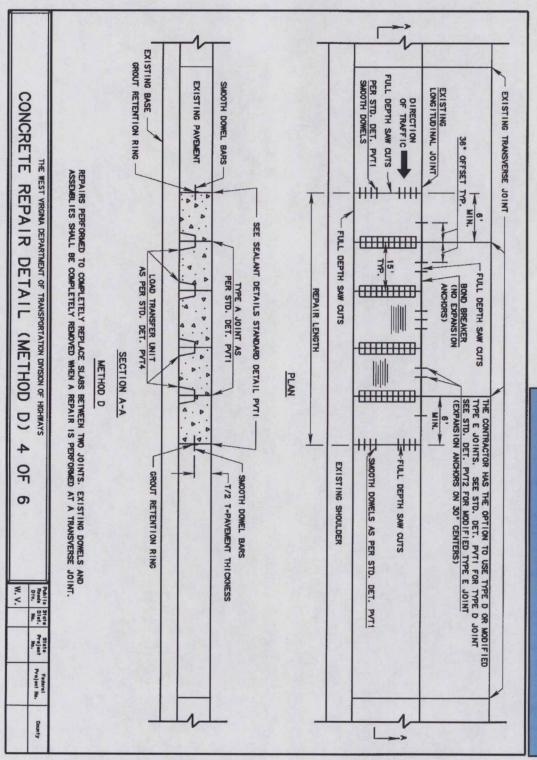




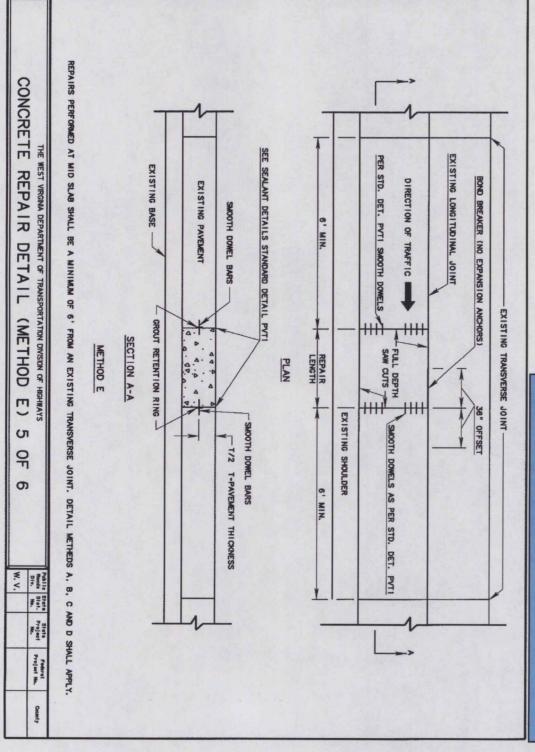
PAGE 19







PAGE 21



PAGE 22

### GENERAL NOTES

MATERIAL TO FACILITATE PACEMENT OF LOAD TRANSFER UNITS, COST TO BE INCLUDED IN VARIOUS ITEMS IN THE CONTRACT. HOLES FOR THE DOWELS AND LOAD TRANSFER UNITS SHALL BE DRILLED SIMLITANEOUSLY TO THE REQUIRED DEPTH USING FRAME MOUNTED DRILLS WHICH WILL MAINTAIN THE DRILLS IN A LONGITUDINALLY PARRALLEL POSITION. HOLE DIAMETER SHALL BE % LARGER FOR CEMENT GROUTS AND % FOR EPOXYES THAN THE BAR DIAMETER. AN EPOXY BONDING COMPOUND AS APPROVED BY THE WYDOT MATERIALS CONTROL, SOIL AND TESTING DIVISION SHALL BE USED TO SECURE THE DOWELTTLE BARS IN PLACE. JOINTS SHALL BE MADE IN ACCORDANCE WITH SECTION 501 OF THE SPECIFICA-TIONS AND DETAILS ATTACHED IN PLANS.ALL DOWELS SHALL BE EPOXY COATED. PAYMENT SHALL BE FULL COMPENSATION FOR ALL LABOR, EQUIPMENT, MATERIALS AND INCIDENTALS REQUIRED FOR REMOVING AND REPLACING EXISTING PORTLAND CHAPT CONCRETE PAVEMENT IN ACCORDANCE WITH THE ABOVE DETAILS. COST SHALL BE INCLUDED IN THE UNIT BID PRICE FOR ITEM SOBOOT-001 CONCRETE PAVEMENT REPAIRS IN SUCH A MANNER THAT WILL NOT PERMIT OPEN HOLES TO REMAIN OPEN OVERNIGHT OR ON MEEKENDS. REPAIRS SHALL BE MADE USING CONCRETE MEETING THE REQUIRMENTS OF SECTION 501 OF THE SPECIFICATIONS, SUBGRADE PREPARATION SHALL BE IN ACCORDANCE WITH SUBSECTION 228 OF THE SPECIFICATIONS AND MAY REQUIRE ADDITIONAL

OVERSAWING INTO ADJACENT SLABS WHEN ONLY ONE LANE OR PORTION OF A LANE IS TO BE REMOVED SHALL BE KEPT TO THE MINIMAM NECESSARY TO ENSURE THAT FULL DEPTH CUTS IN THE CORNERS HAVE BEEN ACHIEVED. ALL OVERSAWING SHALL BE THOROUGHLY CLEANED AND REPAIRED WITH AN EPOXY BONDING COMPOUND AS APPROVED BY THE WYDOT MATERIALS CONTROL, SOILS AND TESTING DIVISION.

MINIMUM IK" DIAMETER PLAIN EPOXY COATED DOWEL BARS, AS PER STANDARD DETAIL SHEET PVT4, WILL BE USED AT BOTH ENDS OF THE REPAIR. STARTING 6-12 INCHES FROM EITHER EDGE AND THEN ON 12" CENTERS.

TYPE D OR MODIFIED TYPE E JOINTS AS PER STANDARD DETAIL SHEETS PYT4 AND PYT2 MAY BE USED FOR THE LONGITUDINAL CONSTRUCTION JOINT, BARS SHALL BE SPACED ON 30" CENTERS WITH THE EXCEPTION THAT BARS WILL NOT BE PLACED WITHIN 36" OF A WORKING CONSTRUCTION JOINT OR AN ADJACENT TRANSVERSE CONTRACTION JOINT, OR AN ADJACENT WORKING CRACK THAT WILL NOT BE REPAIRED. A BOND BREAKER WILL BE PLACED IN THIS AREA IN LIEU OF THE EXPANSION ANCHORS.

FOR PAVEMENT REPAIR LENGTHS GREATER THAN 15', LOAD TRANSFER UNITS AS PER STANDARD DETAIL SHEET PYT4 SHALL BE INSTALLED:

1. TO MATCH ADJACENT CONTRACTION JOINTS OR RANDOM TRANSVERSE CRACKS IF ONLY ONE LANE IS REPLACED, OR

2. ON 15' CENTERS IF MORE THAN ONE LANE OF PAVEMENT REPAIR IS BEING REPLACED.

CONTRACTION JOINTS IN THE ADJACENT LANE SCHEDULED TO REMAIN SHALL BE SEALED ON THEIR LOGITUDINAL FACE PRIOR TO PLACEMENT OF CONCRETE IN THE REPAIR AREA IN ORDER TO PREVENT NEW CONCRETE FROM ENTERING.

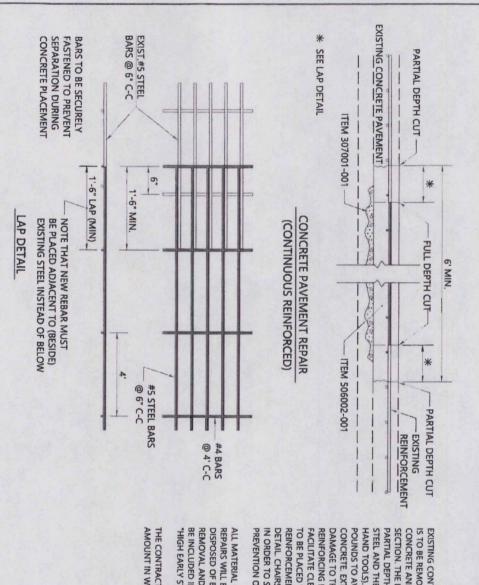
HOT POUR JOINT SEALANT MEETING ASTM SPECIFICATION 03405 MAY BE SUBSTITUTED FOR THE LOW-MODULUS SILICONE SEALANT SPECIFIED ON STANDARD DETAIL SHEET PVT1.

CONCRETE REPAIR DETAIL (NOTES)

> O 유 0

THE WEST VIRGINA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS

W. V. No. Project No. Project No. County



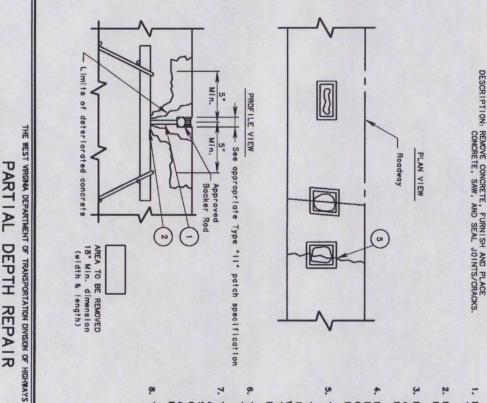
DETAIL CHAIRS, WITH SAND PLATES, ARE REQUIRED TO BE PLACED WITH 1'-6" OVERLAP IN THE DAMAGE TO THE REINFORCING IN THIS SECTION. HAND TOOLS). JACKHAMMER SIZE IS LIMITED TO 15 STEEL AND THE REMAINDER IS TO BE BROKEN OUT WITH CONCRETE AND REINFORCEMENT EXCEPT FOR THE LAP EXISTING CONTINUOUS REINFORCED CONCRETE PAVEMENT PREVENTION OF SAGGING DURING CONCRETE PLACEMENT. IN ORDER TO SUPPORT THE REBAR MAT FOR THE REINFORCEMENT AND SECURED AS SHOWN IN THE LAP FACILITATE CLEANOUT. THE REINFORCEMENT IS THEN REINFORCING BARS SHOULD NOT BE BENT TO CONCRETE. EXTREME CARE MUST BE TAKEN TO AVOID POUNDS TO AVOID SPALLING IN THE ADJACENT PARTIAL DEPTH (TO JUST ABOVE THE REINFORCING SECTION. THE LAP SECTION CONCRETE IS TO BE SAWED IS TO BE REMOVED BY FULL DEPTH CUTTING OF THE

ALL MATERIAL REMOVED IN THE CONCRETE PAVEMENT REPAIRS WILL BE REMOVED FROM THE PROJECT AND DISPOSED OF BY THE CONTRACTOR. THE COST OF THE REMOVAL AND DISPOSAL OF THE DLD CONCRETE SHALL BE INCLUDED IN THE UNIT BID PRICE OF ITEM 506002—"HIGH EARLY STRENGTH CONCRETE PAVEMENT REPAIR (S.Y.)"

THE CONTRACTOR IS LIMITED TO SAWING ONLY THE AMOUNT IN WHICH HE CAN REPLACE IN ONE SHIFT.

CONCRETE PAVEMENT REPAIR (CONTINUOUS REINFORC THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS

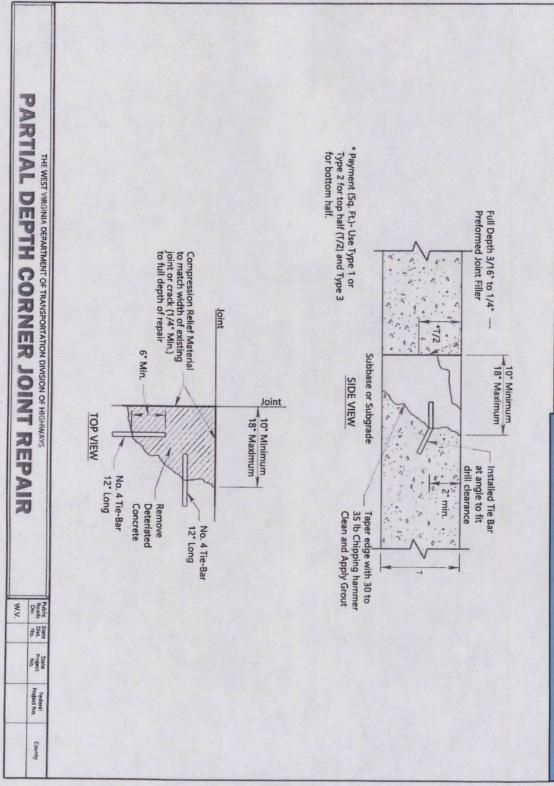
ED)		
W.V.	Roads Div.	
	No.	
	Project No.	
	Project No.	
	County	

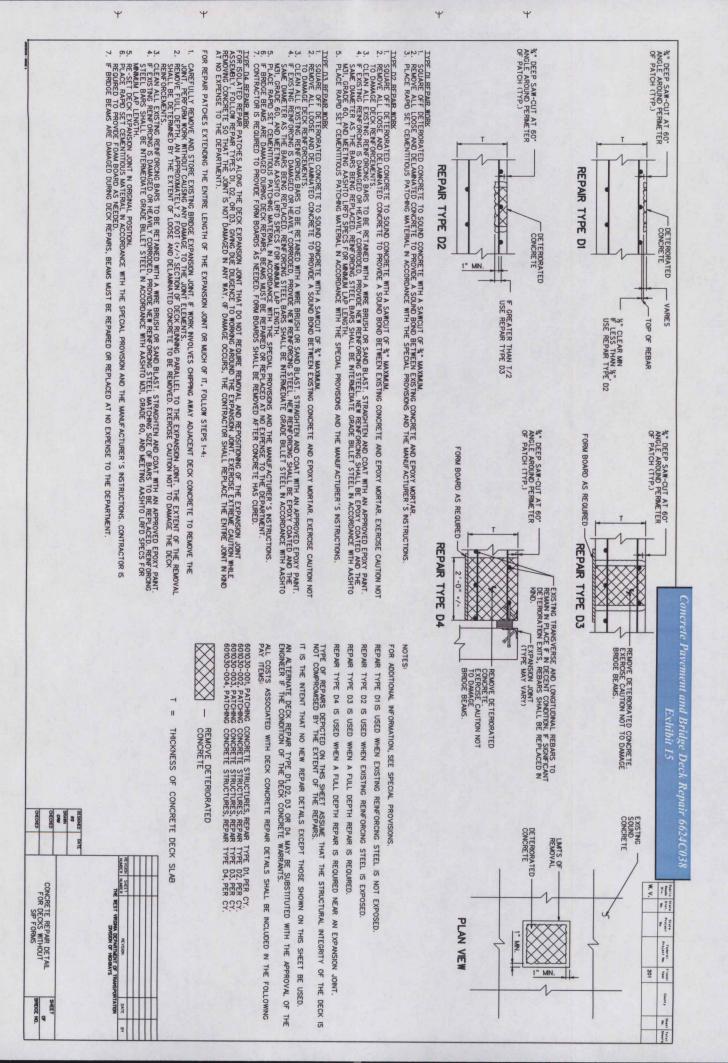


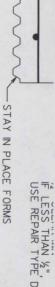
### CONSTRUCTION NOTES:

- DO NOT PLACE CONCRETE FOR PARTIAL DEPTH REPAIRS AT AIR TEMPERATURES BELOW 40°F.
- . DO NOT USE "JACKHAMMERS" FOR PARTIAL DEPTH REPAIRS. REMOVAL HAMMERS ARE LIMITED TO A MAXIMUM RATED WEIGHT OF 35 LBS.
- 3. REMOVE THE CONCRETE SURFACE IN THE DESIGNATED REPAIR AREAS TO A MINIMUM DEPTH OF 2 INCHES AND ALL DETERIORATED CONCRETE REMOVE TO A MAXIMUM DEPTH OF ONE-HALF PAVEMENT THICKNESS.
- 4. REMOVE THE CONCRETE SURFACE IN THE DESIGNATED REPAIR AREA BY EITHER MILLING OR BY DELINEATING THE REPAIR AREA BY SAW CUTS. THE CONTRACTOR SHALL NOT DAMAGE THE DOWEL BARS DURING THE REMOVAL PROCESS. ANY DAMAGE IS THE RESPONSIBILITY OF THE CONTRACTOR.
- INSTALL CONTRACTOR SHALL PROVIDE A COMPRESSION RELIEF SAW CUT OR INSTALL COMPRESSION RELIEF MATERIAL AT THE TIME OF PLACEMENT OF THE CONCRETE TO RE-ESTABLISH JOINTS AND CRACKS AT THEIR ORIGINAL LOCATIONS. COMPRESSION RELIEF MATERIAL EQUAL TO EXISTING CRACK WIDTH, &" MINIMAM, I "MAXIMAM, MATERIAL TO BE INSTALLED AT THE TIME OF CONCRETE PLACEMENT TO THE FULL DEPTH OF THE REPAIR. EDGING OF THE RESTORED CRACK IS REQUIRED.
- 6. THE CONTRACTOR WILL PROVIDE AND PLACE A EPOXY BONDING MATERIAL TO THE PREPARED CONCRETE REPAIR SURFACE.
- 7. THE CONTRACTOR SHALL FURNISH, PLACE, FINISH AND CURE CONCRETE IN ACCORDANCE WITH SECTION 501 OR CLASS B IN ACCORDANCE WITH SECTION 601.AND AS MODIFIED BY SECTION 506 AS REPLACEMENT CONCRETE FOR ALL PARTIAL DEPTH REPAIRS. AASHTO NLMBER 8 SHALL BE ALLOWED AS THE COURSE AGGREGATE FOR CONCRETE MIXES USED FOR PARTIAL DEPTH REPAIRS.
- 8. THE CONTRACTOR SHALL SAW AND SEAL EXISTING JOINTS AND CRACKS INVOLVING PARTIAL DEPTH REPAIRS.

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TYPE

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### REPAIR TYPE D3

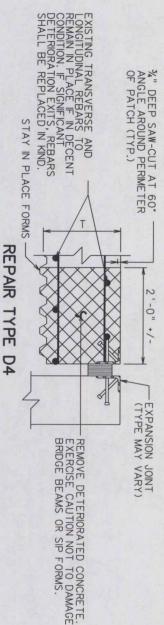
BRIDGE BEAMS.

Z PLACE FORMS

DE TERIORA CONCRETE

REMOVA

TYPE DE TERIORATED CONCRETE MIN STAY IN PLACE FORMS USE REPAIR TYPE



D CONCRETE TO PE ) CONCRETE WITH A SAWCUT OF  $\frac{\pi}{4}$ " MAXIMUM. TO PROVIDE A SOUND BOND BETWEEN EXISTING CONCRETE AND EPOXY MORTAR ALL IN ACCORDANCE WITH THE SPECIAL PROVISIONS AND THE MANUFACTURER'S INSTRUCTIONS

TS.
78 TO BE RETAINED WITH A WIRE BRUSH OR SAND BLAST. STRAIGHTEN AND COAT WITH AN APPROVED EPOXY PAINT.
RS TO BE RETAINED WITH A WIRE BRUSH OR SAND BLAST. STRAIGHTEN AND COAT WITH AN APPROVED EPOXY PAINT.
REPOXY COARRODED, PROVIDE NEW REINFORCING STEEL IN ACCORDANCE WITH AASHTO
LEFD SPECS FOR MINIMUM LAP LENGTH.
THING MATERIAL IN ACCORDANCE WITH THE SPECIAL PROVISIONS AND THE MANUFACTURER'S INSTRUCTIONS. CONCRETE TO PROVIDE A SOUND BOND OF %" MAXIMUM.

BETWEEN EXISTING CONCRETE AND EPOXY MORTAR. EXERCISE CAUTION

E TO SOUND CONCRETE WITH A SAWCUT OF %" MAXIMUM.

D CONCRETE TO PROVIDE A SOUND BOND BETWEEN EXISTING CONCRETE AND EPOXY MORTAR. EXERCISE CAUTION
TS OR STAY-IN-PLACE FORMS.

RETAINED WITH A WIRE BRUSH OR SAND BLAST. STRAIGHTEN AND COAT WITH AN APPROVED EPOXY PAINT.
OR HEAVILY CORRODED, PROVIDE NEW REINFORCING STEEL. NEW REINFORCING SHALL BE EPOXY COATED AND THE
REPLACED. REINFORCING STEEL BARS SHALL BE INTERMEDIATE GRADE BILLET STEEL IN ACCORDANCE WITH AASHTO
) LRFD SPECS FOR MINIMUM LAP LENGTH.

YHING MATERIAL IN ACCORDANCE WITH THE SPECIAL PROVISIONS AND THE MANUFACTURER'S INSTRUCTIONS.
IG DECK REPAIRS, BEAMS MUST BE REPAIRED OR REPLACED AT NO EXPENSE TO THE DEPARTMENT.

E DAMAGED SIP FORMS PRIOR TO PLACING CEMENTITIOUS PATCHING MATERIAL. IF DAMAGE TO SIP FORMS HAVE BEEN ING, IT SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE DEPARTMENT.

HE DECK EXPANSION JOINT THAT DO NOT REQUIRE REMOVAL AND REPOSITIONING OF THE EXPANSION JOINT IN WHILE IS NOT DAMAGED IN ANY WAY. (IF DAMAGE OCCURS, THE CONTRACTOR SHALL REPLACE THE ENTIRE JOINT IN KI KIND

TIRE LENGTH OF THE EXPANSION JOINT OR MUCH OF IT, FOLLOW STEPS 1-4:

TO REMOVE THE

TING BRIDGE EXPANSION JOINT. IF WORK INVOLVES CHIPPING AWAY ADJACENT DECK CONCRETE TO FIG ANY DAMAGE TO THE JOINT ELEMENTS.

1 FELY 2 FOOT (+/-) SECTION OF DECK RUNNING PARALLEL TO THE EXPANSION JOINT. THE EXTENT OF LOOSE AND DELAMINATED CONCRETE TO BE REMOVED. EXERCISE CAUTION NOT TO DAMAGE THE DECK REMOVAL

OR HEAV GRADE TO BE RETAINED WITH A WIRE BRUSH OR SAND BLAST. STRAIGHTEN AND COAT WITH AN APPROVED EPO: HEAVILY CORRODED, PROVIDE NEW REINFORCING STEEL MATCHING SIZE OF BARS TO BE REPLACED. REINFADE BILLET STEEL IN ACCORDANCE WITH AASHTO M31, GRADE 60, AND MEETING AASHTO LRFD SPECS D. REINFORCING SPECS FOR

NOTES

SITI AN ALTERNATE DECK REPAIR ENGINEER IF THE CONDITION REPAIR COMPROMISED ADDITIONAL INFORMATION, SEE SPECIAL THE INTENT THAT NO TYPE TYPE TYPE TYPE D1 IS D4 D3 02 S S S DEPICTED BY THE USED USED USED USED WHEN WHEN WHEN WHEN NEW ON THIS SHEET OF THE DECK CC EXISTING A FULL D EXISTING REPAIR FULL DEPTH DEPTH DETAILS EXCEPT REINFORCING STEEL REINFORCING CONCRETE PROVISIONS. ASSUME REPAIRS. OR D4 MAY REPAIR REPAIR WARR THAT STE S S

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COSTS:

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REMOVE DETERIORATED CONCRETE

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THICKNESS 유 CONCRETE DECK

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MP 601.05.50 (FORMERLY IM-18) SUPERCEDES: JUNE 1995 REVISED: OCTOBER, 2019 PAGE 1 OF 8

### WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS MATERIALS CONTROL, SOILS AND TESTING DIVISION

### **MATERIALS PROCEDURES**

### QUALITY ASSURANCE PROCEDURES FOR PORTLAND CEMENT CONCRETE

### 1. PLANT AND EQUIPMENT INSPECTION STICKERS

- 1.1 Physical plants and equipment, which prepare materials for, or deliver materials to, State projects shall be regularly inspected and approved by an authorized representative of the Division.
- 1.2 The inspections and approval shall be confirmed by an inspection sticker supplied by the Materials Control, Soils & Testing Division (MCS&T). The inspection sticker will indicate the following:
  - 1. Name of inspector
  - 2. Plant or portion thereof, or singular piece of equipment inspected.
  - 3. Date of inspection
  - 4. Date of expiration of approval
  - 5. Lab Number
- 1.3 Inspections may be made at any time at the option of the Division, and the status of the inspected facility shall be determined by the latest inspection. The date of expiration of approval, as noted on latest inspection sticker, shall be the last day on which the facility is considered to be approved by Division, and such facility must have an approved status at time of preparing materials for or delivering materials to State projects.
- 1.4 The sole purpose of the inspection sticker is to inform all concerned that a plant, or portion thereof, or a singular piece of equipment has been inspected and found to meet, substantially, all requirements of the specifications and is, therefore, approved to supply materials to State projects. Said inspection sticker shall therefore be affixed to the equipment or displayed in other manners so that the purpose as above stated will be fulfilled.
- 1.5 The stickers shall be applied, insofar as practicable, and each District shall maintain records of these inspections in ProjectWise. The records shall include all the items listed in 1.2.
- 1.6 A plant or portion thereof, or a singular piece of equipment, shall be approved for a period not to exceed six (6) months. The period of approval shall be determined, in general, by the age, physical condition, or durability of the plant or equipment, and the inspection interval shall be such that the Division will have reasonable assurance that the plant or equipment is maintained in an acceptable manner.

- 1.6.1 After each time a plant has been inspected, the District shall notify the Director of MCS&T, or their designee. MCS&T will generate a list of approved plants and post these on the Division Webpage<sup>1</sup>.
- 1.7 Additional information regarding inspections and a sample of an inspection sticker is contained in Attachment 1.

### 2. QUALITY ASSURANCE IN PORTLAND CEMENT CONCRETE

### 2.1 PURPOSE

The purpose of this procedure is to establish guidelines which will aid Division personnel in implementing in a prescribed and uniform manner the Division's Quality Assurance Program for portland cement concrete, said program being directed primarily to maintaining a predetermined and acceptable level of assurance that portland cement concretes do conform to their governing specification.

### 2.2 DEFINITION OF TERMS

### 2.2.1 QUALITY ASSURANCE

Quality Assurance is an expression of confidence which the Division has in its program of acceptance testing and inspection which determines conformance of materials and construction to governing specification. A Quality Assurance Program is a planned program of acceptance testing and inspection which is conducted by the Division for the express purpose of maintaining a predetermined and acceptable level of assurance that construction materials do conform to governing specifications. Part of any Quality Assurance Program, is an awareness and knowledge of the Producer's Quality Control Program and the level of Quality Control maintained by that Producer.

### 2.2.2 QUALITY CONTROL

Quality Control is a planned program of testing, inspection and related activities conducted by a concrete Producer for the purpose of measuring the various properties of concrete and its component materials which are governed by the specification and controlling these properties within the limits of the specification.

https://transportation.wv.gov/highways/mcst/pages/default.aspx

### 2.3 GENERAL DISCUSSION

The Division and the Contractor-Supplier industry have jointly participated in a program whose primary objective is to improve the quality of concrete in highway construction. One of the outcomes of this program is that the Division will run a smaller risk of having non-conforming materials incorporated into the work, and the Contractor-Supplier industry will run a smaller risk of having suitable materials rejected.

The following major developments are outgrowths of the program just mentioned:

- 2.3.1 Portland cement concrete technicians certification is available in the Contractor-Supplier industry to implement a program of Quality Control.
- 2.3.2 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to do Quality Control of portland cement concrete and to have in his service a Certified Portland Cement Concrete Technician is specified in Subarticles 501.4.2 and 601.4.2 of the Standard Specifications.
- 2.3.3 The requirement for a Contractor (or his authorized representative, a subcontractor or a commercial supplier) to have a field laboratory which is equipped and maintained in specified manner so as to aid in the conduct of a Quality Control Program is specified in Sub-articles 501.5.1 and 601.5.1 of the Standard Specifications.
- 2.3.4 Concrete batch plants and hauling equipment are regularly inspected by the Division, and their approval as conforming to requirements of governing specification is attested to by an inspection sticker (See Section 1 of this MP for details).
- 2.3.5 The requirement to do concrete design, using the particular sources of materials that are to be used in the work, is specified in articles 501.3 and 601.3.1 of the Standard Specifications. This requirement allows commercial concrete suppliers to have laboratory design work done for the various classes of concrete to be supplied, and it guards against the possibility of source materials changing appreciably and affecting the quality of subsequent concrete work.

Although all producers should maintain an acceptable level of Quality Control, it is reasonable to assume that a number of producers will maintain a level of Quality Control well above the minimum accepted level.

It is generally agreed that an acceptable level of Quality Assurance may be maintained with less acceptance testing and inspection when the level of Quality Control is increased.

The capability to perform a positive and sustained level of Quality Control in practically all producer plants today is now well established. Also, the Division has the means for measuring the level of Quality Control maintained by each producing plant. Accordingly, it would be desirable to pursue a Quality Assurance Program which takes into account the level of Quality Control in a Producer's plant so that an acceptable level of Quality Assurance could be maintained with a minimum cost (man-hours and dollars)

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to the Department. As previously stated the purpose of this procedure is to establish guidelines which will aid Department personnel in implementing, in a prescribed and uniform manner, such a Quality Assurance Program.

### 2.4 DIRECTIVE

Concrete plants will be inspected in accordance with Section 1 of this MP and the condition of conformance will be determined. Those plants which are found to conform to the specifications will be identified as Class A plants, and those which do not conform will be identified as Class B plants. The level of Quality Control at each concrete plant will also be evaluated.

Those plants which have a high level of Quality Control will be considered to have a Level 1 Quality Control, and those plants which have a lower level of Quality Control will be considered to have a Level 2. All concrete plants will then be rated with one of the following classification numbers Al, A2 or B.

### 2.4.1 LEVEL 1 QUALITY CONTROL

All plants producing concrete which reasonably conforms to the specification requirements, and which satisfies the following additional requirements, will be considered to have LEVEL 1 Quality Control:

- 2.4.1.1 The compressive strength of the concrete produced by the plant shall have a coefficient of variation of 0.15 or less and the average compressive strength shall be equal to or greater than the specified requirement plus 2 1/2 standard deviations.
- 2.4.1.2 The air content of the concrete produced by the plant shall have a coefficient of variation of 0.18 or less, and the average air content shall not differ from the specified optimum value by more than one standard deviation.
- 2.4.1.3 The consistency of the concrete produced by the plant shall have a coefficient of variation of 0.20 or less, and the average consistency shall not differ from the specified optimum value by more than two standard deviations.
- 2.4.1.4 The plant shall maintain an adequate Quality Control Program for aggregate gradation.

### 2.4.2 LEVEL 2 QUALITY CONTROL

All plants which fail to meet one or more of the requirements specified in 2.4.1 will be considered to have LEVEL 2 Quality Control.

### 2.4.3 PHYSICAL PLANT-EVALUATION

District personnel will inspect and evaluate concrete plants in conformance with Section 1 of this MP. A copy of the inspection data, which is specified in Subsection 1.5, will be transmitted to the Materials Division immediately after the inspection is completed.

### 2.4.4 LEVEL OF QUALITY CONTROL - EVALUATION

The evaluation of the level of Quality Control maintained by concrete plants will be performed and maintained current by the Materials Division. The initial evaluation of the level of Quality Control will be based on an analysis of historical data. There after, tests for strength, entrained air, and consistency will be made by certified personnel on random samples taken from plant production. This test data will be used by the Materials Division to update the statistical parameters and maintain a current and valid evaluation of each plant's Quality Control level. The Materials Division will publish a list of concrete plants with their rating numbers, said publication to be updated monthly.

### 2.4.5 CLASS AI PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class Al concrete plant shall be sampled and tested by certified personnel on a project-by-project basis, at random, with the frequency specified in Table 1 of MP 601.03.50.

Plant inspection and monitoring of batching operations at Class Al concrete plants shall be performed by District personnel on a random basis during production for Division Projects.

A concrete batch ticket, as defined in Section 4.2.9 of MP 601.03.50, shall be initiated and signed at the plant and accompany each delivery to the project.

### 2.4.6 CLASS A2 PLANTS - TEST AND INSPECTION REQUIREMENTS

Concrete from Class A2 concrete plants shall be sampled and tested by certified personnel on a project- by-project basis, at random, with the frequency specified in Table 1 of MP 601.03.50.

Plant inspection and monitoring of batching operations at Class A2 concrete plants shall be performed by District personnel on a continual basis during the time that concrete for items other than miscellaneous concrete are being produced for Division projects.

### 2.4.7 CLASS B PLANTS

Concrete purchased by a Contractor for use on Division projects shall be supplied from Class Al or A2 plants. Concrete purchased through competitive bidding with Purchase order contracts shall be supplied from Class Al or A2 plants. Class B plants are not considered to be eligible to compete with Class A plants in the furnishing of concrete to State projects.

In the event it is not practical to obtain small quantities of concrete for miscellaneous items (See 2.4.8) from a Class Al or A2 plant and a survey reveals that a Class B plant is conveniently situated with respect to the construction site, then a direct purchase of concrete by the Division from the Class B plant may be accomplished in conformance

with the applicable Division procedures. The direct purchase of concrete from Class B plants shall also be made to conform to the requirements set out in Subsection 2.5 entitled QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETES FROM CLASS B PLANTS. Plant inspection at Class B plants and the sampling, testing and documentation of concrete from Class B plants shall also conform to the requirements set out in Subsection 2.5.

### 2.4.8 SMALL QUANTITIES FOR MISCELLANEOUS ITEMS

Miscellaneous concrete shall be defined as relatively small quantities incorporated into items that will not adversely affect the traffic carrying capacity of a completed facility. Such items would not include any concrete intended for major structures permanent mainline or ramp pavements, or other structurally critical items.

The following items are suggested as a guideline in establishing miscellaneous concrete:

- 1. Sidewalks
- 2. Curb and gutter
- 3. Slope walls for under drain outlet pipes
- 4. Temporary pavements and pipe crossings
- 5. Building floors
- 6. Slope paving and headers
- 7. Paved ditch or gutter
- 8. Small (less than 36" diameter) culvert headwalls
- 9. Catch basins, manhole bases, inlets, and junction boxes (and adjustments of such items) not located in the roadway
- 10. Foundations for breakaway supports
- 11. Utility trench fills
- 12. Cast-in-place survey markers

### 2.5 QUALITY ASSURANCE OF DIRECT PURCHASE CONCRETE FROM CLASS B PLANTS

### 2.5.1 PURPOSE

The purpose of this instruction is to provide guidance in specifying direct purchase of concrete and for inspection and testing of direct purchase concrete from Class B plants, so that a predetermined and acceptable level of Quality Assurance may be maintained by Division personnel. This instruction is set apart from the main directive in Subsection 2.4 because it is the intent to have concrete from Class B plants used in highway work only when it is not practical or economical to obtain concretes from Class A1 or A2 plants.

### 2.5.2 DEFINITION OF TERMS

2.5.2.1 Direct Purchase - Direct purchase is a formal procedure used to purchase materials for government agencies, including the Division of Highways) when it is not practical or economical to use the procedure of competitive bidding. Direct purchase

requisitions will always specify the name of the proposed supplier as well as product name, quantity, specifications, etc.

### 2.5.3 GENERAL DISCUSSION

When highway work requiring portland cement concrete is being done by Division forces, and it is found to be impractical or uneconomical to obtain concrete from a Class Al or A2 plant but that it would be practical to obtain it from a Class B plant, then the purchase of concrete from a Class B plant shall be made to conform to the requirements of article 2.5.4.

### 2.5.4 INSTRUCTION

The purchase of portland cement concrete from a Class B plant will be permitted only after a field condition survey has been conducted and properly documented which indicates that it would be impractical and uneconomical to obtain concrete from a Class Al or A2 plant, and that a Class B plant does exist from which a direct purchase of concrete could practically and economically be made.

Procedures for making direct purchases of concrete shall be as prescribed by the appropriate State Agency. The method of specifying direct purchase concrete shall be as follows:

- 1. Specify the class of concrete.
- 2. Specify that the concrete mix design will be approved by the Division.
- 3. Specify that a Division inspector will be at the plant during the full time that concrete is being batched to direct the batching operation, and that batching shall not commence until the inspector is present.

In addition to the Quality Assurance activity performed at the plant, the Division will sample and test as deemed necessary all direct purchase order LOTS of concrete used in highway maintenance work.

### 3. PLANT APPROVAL STATUS

### 3.1 PLANT CERTIFICATION

- 3.1.1 When District Personnel determine that a Concrete Plant, which is not already listed as a Class A1, A2, or B plant on the Division's Approved Source Page, has met the requirements of this Materials Procedure, the Specifications, and all other applicable Materials Procedures, they shall notify MCS&T Division and provide all applicable documentation and information to MCS&T Division.
- 3.1.2 MCS&T Division shall then notify the subject Concrete Plant that they are approved to begin production for WVDOH projects. MCS&T Division shall also add that Concrete Plant to the Division's Approved Source Page and begin monthly evaluations of that Concrete Plant as outlined in this MP and MP 711.03.26.

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### 3.2 PLANT DE-CERTIFICATION

- 3.2.1 When District Personnel determine that a Concrete Plant, which is listed as a Class A1, A2, or B plant on the Division's Approved Source Page, is not complying with the requirements of this MP, the Specifications, or any other applicable Materials Procedure, they shall immediately notify MCS&T Division and provide all applicable documentation and information to MCS&T Division. This information shall include a summary of the reason(s) for the de-certification of the subject Concrete Plant.
- 3.2.2 MCS&T Division shall then immediately notify the subject Concrete Plant and all applicable WVDOH District and Divisions that the subject Concrete Plant is no longer approved to supply concrete for WVDOH projects.
- 3.2.3 If the subject Concrete Plant, which has been de-certified and removed from approved status, desires re-approval, they shall initiate the re-approval process by submitting a plan of corrective action, which addresses all of the reasons for which that Plant was de-certified. This plan of corrective action shall be submitted to the District in which the Concrete Plant is located and to MCS&T Division.

DocuSigned by:

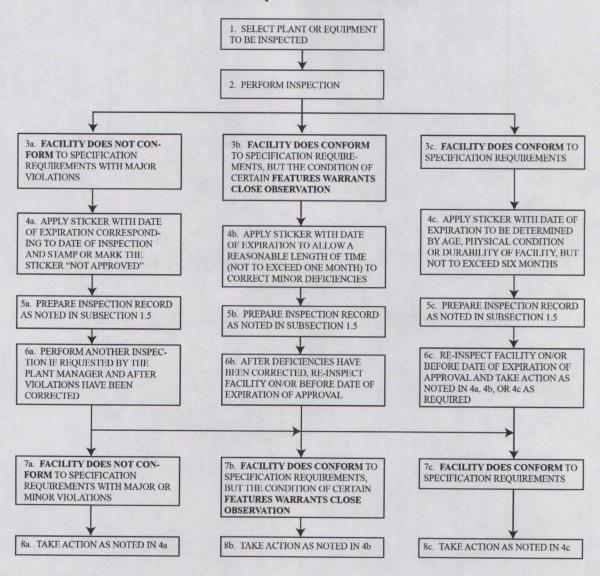
Ronald L. Stanevich, P.E.

Director

Materials Control, Soils & Testing Division

RLS:M Attachment

### **Plant Inspection Flow Chart**



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### Sample Plant Inspection Sticker

West Virginia Division of Highways	
CHECKED & ACCEPTED	
INSPECTOR:	
DATE:	
LAB NUMBER:	
DISTRICT:	
DATE OF EXPIRATION	
MONTH/DAY/YEAR//_	
PLANT / TRUCK	

### WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

### DIVISION OF HIGHWAYS

### SPECIAL PROVISION

**FOR** 

STATE PROJECT NUMBER:	
FEDERAL PROJECT NUMBER:	

### SECTION 601 STRUCTURAL CONCRETE

### **601.1-DESCRIPTION:**

ADD THE FOLLOWING SECTION:

601.1.1 Rapid Set Cementitious or Polymer Concrete Patching: The work shall consist of removing the existing concrete, sandblasting the exposed steel reinforcing bars, cleaning the bonding surfaces of the existing concrete to remain, replacing any damaged or severed reinforcing, and furnishing and placing Rapid Set Cementitious or Polymer Concrete Patching Material at the locations indicated on the plans and any other location designated by the engineer. The construction shall be in accordance with this Specification and in reasonably close conformity with the Plans or as established by the Engineer.

### **601.2-MATERIALS:**

ADD THE FOLLOWING SECTIONS:

### 601.2.1-Rapid Set Cementitious or Polymer Concrete Patching Material:

- 601.2.1.1: Rapid Set Cementitious or Polymer Concrete Patching Material shall be a high early strength structural repair material capable of patching deep holes, shallow feathering, able to be poured in forms, or being troweled vertically or overhead. Material shall not shrink on cure, and be capable of providing a strong bond to concrete and steel reinforcing bars. It shall be a non-toxic product and clean up with water.
- **601.2.1.2:** All Rapid Set Cementitious or Polymer Concrete Patching Materials shall be shipped in strong substantial containers sealed in a manner acceptable to the Engineer. Each container shall be plainly marked with the following:

- 1) Product name
- 2) Component part
- 3) Batch number
- 4) Date of manufacture
- 5) Date of expiration of acceptance
- 6) Name & address of the manufacturer
- 7) Material safety data sheet
- **601.2.1.3:** The product selected shall be from the WVDOH approved list of concrete repair materials and shall conform to all criteria of section 715.4.1 or 715.4.2.
- **601.2.1.4:** Clean, dry aggregates may be allowed in order to increase yield on deep placements per the Manufacturer's recommendations.
- **601.2.1.5:** A Retarder may be allowed in High Temperature environments to improve workability per the Manufacturer's recommendations.

### **601.3-PROPORTIONING:**

### ADD THE FOLLOWING SUBSECTION:

601.3.3-Preparation of Bonding Surface: The contractor shall remove all loose, soft, honeycombed, and disintegrated concrete, plus an additional three (3) inches of sound concrete around the perimeter of the repair areas by means of sawcutting or other approved method that will not damage the sound concrete adjacent to the repair area. The surface of the existing concrete to remain is free of all loose or foreign matter, dirt, grime, oil, grease, or any other materials that would diminish the bonding surface. Sandblasting, grinding, jack hammering, or the use of wire brushes may be needed to acquire the necessary bonding surface.

The existing exposed reinforcing steel bars shall be cleaned by sandblasting to a SSPC-SP-6 finish. After sandblasting, a rust inhibitor approved by the Manufacturer of the Rapid Set Cementitious or Polymer Concrete Material for compatibility shall be applied to all exposed reinforcing steel bars.

Any exposed reinforcing bar that is, per the Engineer's judgment, severed, missing, or damaged shall be replaced with a bar of the same diameter and coupled to the sound reinforcing that will remain with a Division approved mechanical splice. Reinforcing bar material shall be intermediate grade billet steel in accordance with AASHTO M31, Grade 60. This work shall be included under the pay item(s) included herein.

The bonding surface shall be dry and free of moisture and a representative of the Manufacturer shall be on site to approve of all bonding surfaces immediately prior to and during application of the Rapid Set Cementitious or Polymer Concrete Material.

The Contractor shall protect from damage all materials, which are to remain in place. Materials damaged due to the Contractor's operations, as determined by the Engineer, shall be repaired or replaced at no additional cost to the Department and to the satisfaction of the Engineer.

### **601.10-PLACING CONCRETE**

### ADD THE FOLLOWING SUBSECTION:

601.10.6-Rapid Set Cementitious or Polymer Concrete Patching Installation: An experienced technical representative of the Manufacturer of the Rapid Set Cementitious or Polymer Concrete Material shall be present during all phases of substrate preparation and material installation. All placements shall be under the direction of the Manufacturer's representative.

The Manufacturer's representative shall advise both the Engineer and the Contractor regarding proper installation procedures to assure the Rapid Set Cementitious or Polymer Concrete Material is installed correctly. The material shall be installed in accordance with the recommendations of the Manufacturer's representative. In the event of a conflict, the Engineer's final decision will be binding.

Prior to placing the Rapid Set Cementitious or Polymer Concrete Material, all areas shall be coated with the Manufacturer's recommended bonding compound if applicable.

After installation is completed, the Manufacturer's representative shall certify to the Engineer, in writing, that the Rapid Set Cementitious or Polymer Concrete Material was installed in accordance with the Manufacturer's requirements.

601.10.6.1-Rapid Set Cementitious or Polymer Concrete Patching Acceptance Criteria: The Engineer shall not accept the Contractor's work if, in his judgment, the following criteria are not met:

- a. The Contractor stores, handles, mixes, and installs the materials according to the Manufacturer's recommendations and as specified herein.
- b. Representative of the Manufacturer is on site during mixing and placing of Rapid Set Cementitious or Polymer Concrete Patching Material.
- c. No degradation of material properties under field conditions is detected. The Contractor shall replace any material showing degradation.
- d. All loose, soft, honeycombed, and disintegrated concrete, plus an additional three (3) inches of sound surface concrete around the perimeter of the repair areas is removed with no damage to adjacent sound concrete.
- e. The surface of the existing concrete to remain is free of loose or foreign matter, dirt, grime, oil, grease, or any other materials that would diminish the bonding surface.
- f. Existing exposed reinforcing steel bars are free of dirt, grime, oil, grease, corrosion, or any other foreign matter that would prevent a good bonding surface or allow future corrosion of the reinforcing steel bars.
- g. No reinforcing bars to remain in place are damaged or severed.
- h. All work done as a result of the acceptance criteria shall be done at no additional cost to the Division.

### 601.12-CURING AND PROTECTING

ADD THE FOLLOWING SUBSECTION:

601.12.6- Rapid Set Cementitious or Polymer Concrete Patching: The material selected must be cured as recommended by the manufacturer. The manufacturer shall advise both the Engineer and the Contractor, in writing, of the curing recommendations in accordance with the manufacturer's requirements. The curing method selected must be implemented until the concrete patch has reached the specified strength.

### **601.14-METHOD OF MEASUREMENT:**

### ADD THE FOLLOWING SUBSECTION:

601.14.1-Rapid Set Cementitious or Polymer Concrete Patching: Cementitious Patching or Polymer Concrete Material will be measured in place complete and accepted as determined by the dimensions on the Plans or contract documents, and will be per the method established by the pay items in the Proposal, per cubic foot or square foot, subject to adjustment as provided for in 104.2 and 109.2.

### **601.15-BASIS OF PAYMENT**

### ADD THE FOLLOWING SUBSECTION:

601.15.1.1-Rapid Set Cementitious or Polymer Concrete Patching: The removal of existing concrete, to the limits shown in the plans or as directed by the Engineer, the cleaning of existing concrete to remain, the cleaning of exposed reinforcing bars, and the placement of specified materials to make the necessary repairs shall be included in the payment for the items below. The quantities, determined above, will be paid for at the contract unit price bid for the items below, which price and payment shall be full compensation for furnishing all materials and doing all the work herein prescribed, including all the Manufacturer's cost, labor, tools, equipment, supplies and incidentals necessary to complete the work.

### **601.16-PAY ITEM:**

### ADD THE FOLLOWING TO THE TABLE:

ITEM	DESCRIPTION	UNIT
601030-000	Patching Concrete Structures	Square Foot
601030-004	Patching Concrete Structures	Cubic Foot