



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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**State of West Virginia
 Solicitation Response**

Proc Folder: 1239871
Solicitation Description: Addendum-1 Asphalt Preservation & Pavement Markings/6623C035
Proc Type: Agency Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-06-29 14:30	SR 0803 ESR06292300000006746	1

VENDOR
 000000197624
 SLURRY PAVERS INC

Solicitation Number: ARFQ 0803 DOT2300000125
Total Bid: 0
Response Date: 2023-06-29
Response Time: 13:59:15
Comments:

FOR INFORMATION CONTACT THE BUYER
 Jerry D Rush
 304-414-6683
 jerry.d.rush@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Asphalt Preservation & Pavement Markings - Statewide	0.00000	SY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72141103			

Commodity Line Comments:

Extended Description:

Asphalt Preservation & Pavement Markings -Statewide
Per Attachment A Pricing Pages



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV049953

CLASSIFICATION:

ASPHALT
HIGHWAY STRIPING
SOIL STABILIZATION

SLURRY PAVERS INC
DBA SLURRY PAVERS INC
3617 NINE MILE ROAD
RICHMOND, VA 23223

DATE ISSUED

EXPIRATION DATE

NOVEMBER 19, 2022	NOVEMBER 19, 2023
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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.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: SLURRY PAVERS, INC. Address: 3617 NINE MILE RD RICHMOND, VA 23223

Name of Authorized Agent: Incorp Services Inc Address: 5098 Washington St, West Suite Charleston, WV 25313 407

Contract Number: AFFQ DOT2300000125 Contract Description: Asphalt Preservation and Pavement Markings

Governmental agency awarding contract: West Virginia Division of Highways

Check here if this is a Supplemental Disclosure

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

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

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

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

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

The Estate of Fred M. Dabney 100% ownership of Slurry Pavers Inc.

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

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

Signature: [Signature] Date Signed: 6/28/2023

Notary Verification

State of Virginia, County of Harrison:

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

Taken, sworn to and subscribed before me this 28 day of June, 2023.

[Signature]
Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SPECIAL PROVISION

FOR

STATE PROJECT NUMBER: WV23C035

FEDERAL PROJECT NUMBER: ARFQ POT 2300000125

SECTION 403

HOT-APPLIED ASPHALT MASTIC (HAM) TREATMENT

403.1–DESCRIPTION:

This work shall consist of cleaning and filling voids in asphalt or in concrete pavement larger than 1.5 inches. This process uses a hot applied, pourable, aggregate filled asphalt mastic material.

403.2–MATERIALS:

Hot-Applied Asphalt Mastic (HAM) shall be composed of quality selected asphalt, select aggregates with structural integrity, synthetic rubber polymers, antioxidants, naturally occurring and man-made reinforcing material, and other modifiers. This product must be delivered from the manufacturer pre-packaged and not mixed in the field.

If not on the Division's Approved Source List, the materials shall conform to the following requirements:

MATERIAL	PROPERTY	TEST	REQUIREMENT
Aggregate	Abrasion Resistance	ASTM C131	35% max
	Gradation	AASHTO T27	100% pass 5/8"
Binder	Penetration @77°F	ASTM D5329	60 max
	Penetration @122°F	ASTM D5329	120 max
	Softening Point	ASTM D36	200°F min
	Flexibility @32°F	ASTM D3111 ¹	Pass
Blend	Flexibility @32°F	ASTM D5329 ²	No cracking or loss of aggregate adhesion

Note 1: 1 inch mandrel, 180 degree bend, 10 seconds.

Note 2: Specimen size 10" long, 1" wide, and 3/4" deep.

403.3–CONSTRUCTION:

403.3.1–General: Prior to placement, submit to the Engineer written certification from the manufacturer for each shipment, which shall include a statement of the HAM material quantity and QC data for each production run. A production run shall be described as the quantity of material produced during one cycle from startup to shutdown of the manufacturer’s equipment.

Construction methods and QC plan, which shall include the manufacturer’s installation guidance, shall be submitted to the Engineer for review at least 7 calendar days prior to the start of work. This review may require modification of the proposed methods to provide the desired end result. The manufacturer’s recommended installation procedures shall be followed unless otherwise specified in this Special Provision. The manufacturer must supply on-site technical assistance for at least the first day and must remain until the engineer determines the assistance is no longer required.

403.3.2–Weather Restrictions: Perform surface preparation and repair when the ambient and pavement surface temperatures are least 45°F and rising. Should the HAM be placed and rain falls before the HAM has properly cured, and it is determined that the HAM has been damaged, remove and replace the contaminated HAM at no additional cost to the state.

403.3.3–Surface Preparation: Prior to application of the HAM, all repair areas shall be dry and free of all dirt, dust, grease, and loose material according to manufacturer’s recommendation. When recommended by the manufacturer, a surface conditioner or primer approved by the manufacturer shall be applied to the repair area prior to placement of the HAM.

403.3.4–Equipment: All equipment, tools, and machinery shall be provided by the contractor and maintained in a satisfactory working condition. The contractor shall use a machine that can simultaneously agitate and indirectly heat the material to the manufacturer’s recommendations, while continuously agitating and indirectly heating during application. Immediately discard any material if it is heated beyond the manufacturer’s recommended safe heating temperature, is allowed to cool, or is unused for more than 10 hours.

403.3.5–Installation: The HAM shall be agitated and heated in a manufacturer’s recommended melter, to the manufacturer’s recommended application temperature. The hot HAM shall be poured directly onto the repair area, made flush with the existing pavement, and leveled for a smooth surface. If two lifts are required, the first lift shall be sufficiently cooled to 200°F before the second lift is applied. Any HAM that pulls loose within 96 hours after opening to traffic shall be replaced at no additional cost. The contractor shall cooperate with the Engineer to keep accurate running totals of the pounds of HAM used. This shall be reported daily.

403.3.6–Opening to Traffic: The HAM shall be allowed 60 minutes for each 1” of material depth to cool before opening to traffic.

403.4–MEASUREMENT AND PAYMENT:

HAM will be measured and paid for at the Contract unit price per pound. The manufacturer’s weights of the HAM will be accepted as the basis for measurement. Payment will

be full compensation for furnishing, hauling, and placing of all materials, the removal and disposal of old filler and debris, and for all material, labor, equipment, tools, and incidentals necessary to complete the work. Payment will not be made for wasted material.

403.5-PAY ITEMS:

ITEM	DESCRIPTION	UNIT
403002-001	Hot-Applied Asphalt Mastic	Pound

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

SPECIAL PROVISION

FOR

STATE PROJECT NUMBER: 6623 C 035

FEDERAL PROJECT NUMBER: ARFR DOT 2300000125

SECTION 407

**ASPHALT STRESS ABSORBING MEMBRANE INTERLAYER
FIBER SAMI SEAL**

407.1-DESCRIPTION:

This section covers the materials, equipment, construction and application procedures for placing Stress Absorbing Membrane Interlayer (SAMI) seal used as an interlayer between existing distressed pavements and a surface course of asphalt. The SAMI Seal is a process of applying asphalt emulsion, fiber glass strands, and aggregate in a single process. All ingredients are to be properly proportioned, mixed, and spread on the paved surface in accordance with this Specification and as directed by the Engineer.

407.2-MATERIALS:

Furnish the components of the SAMI Seal to include polymer-modified asphalt emulsion, clean cover aggregate, and fiber glass. Use materials meeting the following:

407.2.1-Asphalt Emulsion: The emulsified asphalt shall be polymer modified and shall contain asphalt, water, emulsifier, and polymer. It is typically recommended that the emulsified asphalt contain three percent (3%) polymer solids based on asphalt weight. It shall be pumpable and suitable for application through a distributor truck. Examples of polymer modified emulsified asphalt classifications may include CRS-2P (SBS), CRS-2L (LM) and shall meet the requirements listed in Section 705 of the Specifications.

407.2.2-Fiber Glass: The glass fiber shall be Classification E Glass for general application as defined in ASTM D578, Standard Specification for Glass Fiber Strands. The glass fiber spools shall be supplied internally wound, in coils or cheeses. Spools shall be cut in-place into 60mm, (2.38") lengths which are distributed uniformly across and between the two applications of the asphalt emulsion. The range of application rates for the glass fiber shall be 2 to 4 ounces per square yard.

407.2.3-Cover Coat Aggregate: The cover coat aggregate used shall be the type specified for the particular application requirements of the SAMI seal. The cover coat aggregate shall be clean, durable stone such as granite, slag, limestone or other high-quality aggregate.

The shape and quality of the cover coat material is important to the successful application and performance of a chip seal. A hard, crushed, single size aggregate is recommended. Cover Coat Aggregate shall meet the requirements listed in Section 703 of the Specification. The portion of the aggregate that has two fractured faces shall be greater than or equal to 80%. Aggregate meeting requirement locks together and provides better long term retention and stability.

407.2.3.1-Gradation: When tested in accordance with AASHTO T27 and AASHTO T11, the aggregate gradation shall be within one of the following bands.

**Table 407.2.3.1
Aggregate Gradation Requirements**

Sieve Size	Type A	Type B	Type C
	Nominal Maximum Size		
	No. 67	No. 8	No. 9
1 in (25 mm)	100	–	–
3/4 in (19 mm)	90-100	100	–
1/2 in (12.5 mm)		100	–
3/8 in (9.5 mm)	20-55	85-100	100
No. 4 (4.75 mm)	0-10	10-30	85-100
No. 8 (2.36 mm)	0-5	0-10	10-40
No. 16 (1.18mm)		–	0-10
No. 30 (600 µm)	–		–
No 50 (300 µm)	–	–	0-5
No. 200 (75 µm)	0-2	0-2	0-2

407.3-MIXTURE DESIGN REQUIREMENTS:

407.3.1-Mix Design: Submit to the Engineer, at least five working days before the start of production, a complete mix design prepared and certified by an experienced laboratory. The mix design shall consist of:

1. Signed certificate(s) of analysis covering the specific materials to be used on the project.
2. Specify target application rates for the aggregate, fiber glass and binder as well as permissible operating tolerances so that adjustments may be made due to varying field conditions.
3. List of material sources. Material sources must be on approved source lists published by the division. Materials Procedure 700.00.05, Guidelines for Establishing and Maintaining Approved Lists of Materials and Sources, outlines the requirements of these approved lists.

Once the design has been approved, no material substitution will be permitted unless approved by the Engineer. A new mix design is required for any change in aggregate or asphalt emulsion source.

407.4-CONSTRUCTION:

407.4.1-Equipment: Provide safe, environmentally acceptable equipment that can produce a specification product. All equipment, tools, and machines used in the application of SAMI seal shall be maintained in satisfactory working conditions at all times.

407.4.1.1-Emulsion and Fiber Distributor: The distributor shall be capable of providing a uniform application rate of asphalt emulsion varying from 0.02-0.60 gal/yd² over a variable width. The uniformity of the distributor shall not vary by more than 0.02 gal/yd². It shall be equipped with a variable power unit for the pump and full circulation spray bars, which are adjustable laterally and vertically. The nozzle angle and bar height shall be set to provide 100 percent of double coverage in a single pass.

The distributor shall include computerized application controls, a tachometer, pressure gauges, accurate volume devices, calibrated tank, and a thermometer for measuring temperatures of the emulsified asphalt in the tank.

The pressure distributor shall have computerized rate controller that automatically adjusts the distributor's pump to the ground speed. The distributor shall be capable of heating and re-circulating the emulsion to the specified temperature.

The emulsion and fiber applicator used shall be designed for applying the asphalt emulsion reinforced with glass fibers. The fiber cutter and distributor shall be an integrated unit. The applicator shall comprise an open bottom spray bar housing, a fan or blower producing a down draft in the housing, and two separate spray bars, one in front of the fiber applicator housing and one following. The fiber applicator shall be calibrated and capable of applying at the desired controlled rates.

407.4.1.2-Spreader Box: The machine shall be specifically designed and manufactured to apply various types of aggregate. It shall be self-propelled and supported by at least four tires on two axles capable of providing a uniform application rate of aggregate from 5-50 lbs/yd² over a variable width. It shall be designed to convey aggregate materials from a rear receiving hopper to a front spread hopper. The machine shall apply this aggregate in a uniform pattern across the entire width of the spread hopper regardless of spreading widths. The application rates will remain consistent regardless of the speed of the machine or changing spread widths. This shall be done with computer controls that monitor the ground speed and adjust the spread hopper rate in relationship to ground speed. Application rates will be preset in lbs/yd²

407.4.1.3-Pneumatic Rollers: A minimum of two self-propelled rollers shall be used on the project unless otherwise requested by the Engineer. The rubber tired rollers shall have a gross load adjustable to apply 200-250 pounds per inch of rolling width. Tire pressure shall be specified for the pneumatic tire rollers and shall not vary more than plus or minus 5.0 psi . It is recommended that the rollers travel no more than 10 miles per hour

407.4.1.4-Sweepers: Self-propelled four wheeled rotary mechanical brooms and or vacuum brooms capable of operating in both forward and reverse is recommended. Brooms should be checked to ensure they are in good condition and meet applicable environmental standards.

407.4.1.5-Miscellaneous Equipment: Provide hand squeegees, shovels and other equipment as necessary to perform the work. Provide cleaning equipment such as power brooms, air compressors, water flushing equipment, and hand brooms for surface preparation.

407.4.1.6-Lights on Equipment: Equip power brooms, distributors and truck mount spreaders with at least one approved, flashing, rotating or oscillating amber light that is visible in all directions. Equip continuous spreader units with one such light on each side.

407.4.2-Application: SAMI seals shall be applied in a manner to fill minor cracks and leave a uniform surface with straight longitudinal joints, transverse joints and edges.

407.4.2.1-Weather Limitations: SAMI seals shall not be applied unless the atmospheric temperature is 55 degrees F and rising, nor when the temperature has been below 45 degrees F in the preceding 12 hours. No asphalt emulsion shall be applied while the surface is wet nor when impending weather conditions are such that proper curing may not be obtained.

407.4.2.2-Surface Preparation: The surface shall be thoroughly clean and dry when the asphalt emulsion is applied. Material cleaned from the surface shall be removed and disposed of as directed by the engineer. Protect drainage structures, monument boxes, water shut-offs, etc., during application of bond coat and mixture.

407.4.2.3-Emulsion and Fiber Application: Properly sized nozzles shall be used for the material and application rate specified. Emulsion application rates shall vary between 0.35-0.45 gallons per square yard. Fiber application rates shall vary between 2-4 ounces per square yard. Multiple series of nozzles, for spraying the asphalt emulsion, shall be spaced longitudinally, as to incorporate a number of sources for dispensing the cut glass fibers through the open bottom housing to the surface between the sprayed asphalt emulsions.

Spray a layer of emulsion, then blow in the chopped fiberglass, and coat it with another layer of emulsion.

407.4.2.4-Aggregate Placement: Aggregate spreader shall be self-propelled and shall be equipped with hoppers, revolving cylinders and adjustments necessary to produce a uniform distribution of particles at the specified rate. Immediately following the application of the emulsion and fiber material, cover aggregate shall be applied uniformly without ridges or laps at the specified rate and adjusted as directed by the Engineer to produce a minimum of excess loose particles. Deficiencies in the application of cover aggregate shall be corrected prior to rolling.

407.4.2.5-Compaction: Immediately following the application of the cover material, the treated surface shall be completely rolled. Rollers shall work in tandem and complete a minimum of three passes with a sufficient overlap. A minimum of one roller pass shall be completed using pneumatic tire type, meeting the minimum requirements. Depending on the speed of the chip seal operation and the width of coverage, additional rollers may be required

At no time shall the rollers lag more than 500' behind the aggregate spreader. All ballasting shall conform to manufacturer's specifications.

407.4.2.6-Sweeping and Clean-up: Sweeping shall be performed using a pickup type sweeper or kickoff broom as appropriate for the work and as approved by the Engineer. Sweeping shall be completed within 6 hours of material application. Initial sweeping shall remove all loose or unbound material. All debris shall be removed from the job site.

407.4.3-Temporary Pavement Marking: Shall be in accordance with Section 636

407.4.4-Pre-paving Meeting: Hold an on-site pre-paving meeting with the Engineer before beginning work to review and discuss the following.

1. Detailed work schedule
2. Traffic control plan
3. Calibration of equipment
4. Mix design previously submitted to the Engineer
5. Equipment inspection, including transport units

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

407.4.6-Traffic Control: Do not allow traffic on the mixture until it has cured sufficiently to prevent pickup by vehicle tires. Protect the new surface from damage at intersections and driveways. Repair all damage to the mixture caused by traffic. All costs associated with this repair work will be borne by the Contractor. Otherwise Traffic Control will be in accordance with Section 636, and the *Manual on Temporary Traffic Control for Streets and Highways, Latest Edition*, or as directed by the Engineer.

407.4.7-Quality Control: A mixture is to be produced that will meet the JMF and quality control tolerances. Notify the Engineer immediately if the quality control test results exceed any of the tolerances and stop mixture production. Identify the cause of the excess deviation and determine the corrective action necessary to bring the mixture into compliance. Secure the Engineer's approval before resuming work.

For Quality Assurance purposes, samples for gradation will be taken from aggregate stockpiles designated by the Contractor for use. The frequency of sampling and testing will

be established by the Engineer based upon the Division’s current acceptance program and local conditions encountered.

407.5-MEASUREMENT AND PAYMENT:

Payment for SAMI Seal includes all materials, equipment, labor for preparing the surface, placing temporary pavement markings, placing the SAMI Seal mixture and complying with all requirements. The placement includes application a surface course for full width coverage as specified in the contract documents.

The completed work as measured will be paid for at the contract unit price for the Items detailed in Section 407.6.

Materials placed in stockpiles or on the road not meeting the required tolerances may be accepted at a reduced price if it is not considered detrimental to the life of the treatment by the Engineer. The following price adjustment schedule will be used when appropriate and applied accordingly to representative material:

- i. Five percent reduction in the bid price per square yard for each one-tenth percent the asphalt content is out of tolerance.
- ii. One percent price adjustment in the bid price per square yard for each one percent that the aggregate gradation is out of the job mix range.
- iii. Five percent reduction in the bid price per square yard for application rate dropping below the established rate by more than 2 lb/sq yd. If the application rate drops below the established rate by more than 3 lb/sq yd, the material will not be accepted and measures will need to be taken by the contractor to correct for such deficiency.

Price adjustments under i., ii., and iii. above shall apply concurrently; however, price adjustment will not apply in the event the material is rejected. The disposition of rejected material will be subject to the approval of the Engineer.

407.6-PAY ITEMS:

ITEM	DESCRIPTION	UNIT
407001-001	Stress Absorbing Membrane Interface (SAMI) Seal, Type **	Square Yard (SY)

** Type of Aggregate Gradation from Section 407.2.3.1, either A, B, or C.

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
SPECIAL PROVISION**

FOR

STATE PROJECT NUMBER: 6623035

FEDERAL PROJECT NUMBER: ACRQ DOT 2300000 125

SECTION 425

ASPHALT EMULSION SLURRY SEAL COAT

425.1-DESCRIPTION:

This section covers the materials, equipment, construction and application procedures for placing Asphalt Emulsion Slurry Seal Coat used to treat asphalt pavement shoulders and low volume roadways. The Asphalt Emulsion Slurry Seal Coat shall be the process of applying a mixture of asphalt emulsion, aggregate, water, and additives as needed to the existing asphalt pavement as a preservation treatment. All ingredients are to be properly proportioned, mixed, and spread on the paved surface in accordance with this Specification, the mix design, and as directed by the Engineer.

425.2-MATERIALS:

Furnish the components of the Asphalt Emulsion Slurry Seal Coat to include asphalt emulsion, fine aggregate, water, and additives. Use materials meeting the following:

425.2.1 Asphalt Emulsion-The emulsified asphalt shall contain asphalt, water, emulsifier, and polymer or other additives. It shall be pumpable and suitable for application through a distributor truck.

Emulsified asphalt shall meet the requirements listed in Section 705 of the Standard Specifications. In addition to the emulsion shall meet the requirements of Table 425.2.1A.

Table 425.2.1A (CSS-1h or SS-1h)			
Criteria	ASTM/ AASHTO METHOD	Value	Units
Viscosity, Saybolt Furol at 25 C	10	10-90	Seconds
Sieve test		0.50 max	%, by weight
Residue		57 min	%, by weight
Penetration (Residue from Distillation), 25 C, 100 g, 5 s,		20 - 60	

The sieve test may be waived if material applies without clogging nozzles and satisfactory field results are obtained.

The storage stability test may be waived provided the asphalt emulsion storage tank at the mixing site has adequate provisions for circulating the entire contents of the tank, and provided satisfactory field results are obtained.

Engineered Emulsions that do not meet SS-1h or CSS-1h shall be submitted for testing in advance. Such emulsions must be accompanied with a Certificate of Analysis and other documentation listing testing requirements. The Division's emulsion lab will test the emulsion to verify compliance. The Engineer may allow engineered emulsion after testing.

425.2.2 Aggregate - The composite aggregate / mineral filler blend shall be free of cemented or conglomerated material and shall not have any detrimental material. It is recognized that high mineral filler mixture will require separate tests to be run on the aggregate and the mineral filler components. This will require verification of the stated blend percentages for the mixture.

425.2.2.1 Gradation-When tested in accordance with AASHTO T 27 (ASTM C 136) and AASHTO T 11 (ASTM C 117), the aggregate gradation shall meet the following gradation.

Sieve Size	Percent Passing
#8 (2.36 mm)	100
#16 (1.19mm)	95-100

425.2.3 Water-The water used shall be two parts hydrogen and one part oxygen from a potable source and free from harmful soluble salts.

425.2.4 Additives – Other material added to the mixture proprietary or otherwise shall be supplied by the manufacture of the mixture.

425.3-MIXTURE DESIGN REQUIREMENTS:

425.3.1 Mix Design - Submit to the Engineer, at least five working days before the start of production, a complete mix design prepared and certified by an experienced laboratory capable of performing the applicable tests. The mix design shall consist of:

1. Signed certificate(s) of analysis covering the specific materials to be used on the project.
2. Specify target application rates for the mixture as well as permissible operating tolerances so that adjustments may be made due to varying field conditions.
3. Test results of the tests required in Section 425.3.2.
4. List of material sources. Material sources must be on approved source lists published by the Division. Materials Procedure 700.00.05, Guidelines for Establishing and Maintaining Approved Lists of Materials and Sources, outlines the requirements of these approved lists.

Once the design has been approved, no material substitution will be permitted unless approved by the Engineer. A new mix design is required for any change in aggregate or asphalt emulsion source.

425.3.2 Mix Design Guidelines - Mix acceptance will be subject to satisfactory field performance as determined by the engineer.

The mixture shall contain a minimum of 30% mineral aggregate by weight. This shall be determined by AASHTO T-308 Asphalt Content by Ignition Method, this method is modified to account for the high asphalt, fine aggregate mix.

The mixture shall pass the International Slurry Seal Association's Modified TB100 test for Wet-Track Abrasion Loss (3 day) Soak. There shall be a maximum of 35 g/m².

425.4-CONSTRUCTION:

425.4.1 Equipment-Provide safe, environmentally acceptable equipment that can produce a specification product. All equipment, tools, and machines used in the application of Asphalt Emulsion Slurry Seal Coat shall be maintained in satisfactory working conditions at all times.

425.4.1.1 Emulsion and Aggregate Mixing Equipment-The mixture shall be mixed thru a central mixing plant. Aggregate, asphalt emulsion, water and additives shall be proportioned by weight (mass) utilizing the mix design approved by the Engineer. Storage and transportation tanks shall be equipped with a full sweep agitator capable of producing a homogeneous mastic surface treatment mix.

Individual weight (mass) controls for proportioning each item to be added to the mix shall be provided. Measurement of volumes is permitted during production with the appropriate specific gravity calculations in unsure that the mixture meets the weight proportions of the mix design. Each material control device shall be calibrated and properly marked. Each device shall be accessible for ready calibration and placed such that the engineer may determine the amount of each material used at the time.

425.4.1.2 Storage Tanks-The storage tank shall have an internal full sweep mixing system. The storage tank shall have sufficient mixing capability to assure proper suspension of fine aggregates in the mix.

425.4.1.3 Distributor-The distributor shall be fully self-contained and shall have a storage tank with full sweep agitation, hydraulic system, operator controls, pumping system, material filters and spray bar capable of applying a full lane width. The equipment shall have sufficient available power to operate the full spray system and the agitation system at the same time.

The distributor shall include computerized application controls, a tachometer, pressure gauges, accurate volume devices, calibrated tank, and a thermometer for measuring temperatures of the emulsified asphalt in the tank. The distributor shall be equipped with a system allowing the measurement and calculation of application rates.

The pumps shall provide operation resulting in high volume and low potential for cavitation. The pumps shall be engineered to allow the system to handle fine aggregate filled materials. The distributor shall have computerized rate controller that automatically adjusts the distributor's pumps to the ground speed.

The applicator spray bar shall be sized with volumetric capacity to dampen any possible pressure ripples by providing even pressure to all spray tips. Attachments such as a spray shield and wind deflector shall be available.

425.4.1.4 Miscellaneous Equipment-Provide hand squeegees, shovels and other equipment as necessary to perform the work. Provide cleaning equipment such as power brooms, air compressors, water flushing equipment, and hand brooms for surface preparation.

425.4.2 Surface Preparation – The surface to receive the Seal Coat must be free of all foreign material and dry immediately prior to application. Material cleaned from the surface shall be removed and disposed of as directed by the engineer. Protect drainage structures, monument boxes, water shut-offs, etc., during application of bond coat and mixture.

425.4.2.1 – Cleaning - Cleaning may be by air blowing, vacuum, mechanical sweeping, washing, or other techniques as approved by the Engineer. If washing is used, the surface shall not have any standing water or residue remaining prior to application. Salt, deicing agents, oil, vegetation, animal carcasses, leaves, etc. will be detrimental to the bond between the Seal Coat and the existing pavement and may require extraordinary cleaning measures.

425.4.2.2 – Cracks – Cracks must be clean of all weeds, debris, and loose material prior to sealing. Cracks in excess of 1/4 inch, but less than one inch must be sealed prior to the application of the Seal Coat. Cracks wider than one inch shall be filled with crack filler containing fine aggregate. Crack sealant or filler must be compatible with the emulsion used in the Seal Coat.

425.4.2.3 – Weathered Pavement – On excessively weathered pavement a tack coat of the same emulsion used in the mix may need to be applied. The typical application rate for this instance would be between 0.05 to 0.10 gallons per square yard. The tack coat must break and set prior to placement of the Seal Coat.

425.4.2.4 – Major Defects – Areas of structural failure, alligator cracking, rutting, etc. should be repaired prior to the application of a Seal Coat.

425.4.3 - Application- Asphalt Emulsion Slurry Seal Coats shall be applied in a manner to fill cover the area specified with at a uniform application rate to seal the asphalt pavement.

425.4.3.1 Weather Limitations - Mixture shall not be placed when either the air temperature or the temperature of the surface on which the mixture is below 60 F, when it is raining, when there is a chance of temperatures below 32 F (0 C) within 24 hours after placement, or as directed by the Engineer.

425.4.3.2 Dilution-Contractor shall not dilute mixture in the field with water or any other additive. Only materials mixed at the manufacturing facility will be allowed. No mixing of designed materials will be allowed in the distribution truck or on the job site.

425.4.3.3 Mixture Application – Seal Coats generally consist of two applications coats of material. The application rate will be as shown on the plans or as directed by the engineer. Placement of the mix shall be performed in two passes with application rates dependence on the pavement receiving the seal. As a minimum coverage limit, of 0.10 gal/yd² for the first pass and 0.15 gal/yd² for the second should be used. Properly sized nozzles shall be used for the material and application rate specified. Multiple series of nozzles, for spraying the mixture, shall be spaced longitudinally.

The mixture shall be uniform and homogeneous after applying on the existing surfacing and shall not show separation of the emulsion and aggregate after setting. Contractor shall provide a mat ensuring total coverage and especially free of voids and pit holes. Leave no streaks, holes, bare spots, or cracks through which liquids or foreign matter could penetrate to the underlying pavement.

After application, the roadway shall remain closed until the surface is tack-free and capable of being open to traffic without tracking.

425.4.3.6 Clean-up - Remove spatter and mar from curb and gutter, sidewalk, guard rails and guide posts, etc. at the Contractor's expense. Remove surface treatment material from fixtures, manholes, valve covers, etc. Leave no streaks, holes, bare spots, or cracks through which liquids or foreign matter could penetrate to the underlying pavement.

425.4.4 Temporary Pavement Marking - Shall be in accordance with Section 636

425.4.5 Pre-application Meeting - Hold an on-site pre-application meeting with the Engineer before beginning work to review and discuss the following.

1. Detailed work schedule
2. Traffic control plan
3. Calibration of equipment
4. Mix design previously submitted to the Engineer
5. Equipment inspection, including transport units

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

425.4.7 Traffic Control - Do not allow traffic on the mixture until it has cured sufficiently to prevent pickup by vehicle tires. Protect the new surface from damage at intersections and driveways. Repair all damage to the mixture caused by traffic. All costs associated with this repair work will be borne by the Contractor. Otherwise Traffic Control will be in accordance with Section 636, and the *Manual on Temporary Traffic Control For Streets and Highways, latest Edition*, or as directed by the Engineer.

425.4.8 Quality Control - A mixture is to be produced that will meet the JMF and quality control tolerances. Notify the Engineer immediately if the quality control test results exceed any of the tolerances and stop mixture production. Identify the cause of the excess deviation and determine the corrective action necessary to bring the mixture into compliance. Secure the Engineer's approval before resuming work.

For Quality Assurance purposes, samples may be taken at the Project. The frequency of sampling and testing will be established by the Engineer based upon the Department's current acceptance program and local conditions encountered.

425.5-MEASUREMENT AND PAYMENT:

Payment for Asphalt Emulsion Slurry Seal Coat includes all materials, equipment, labor for preparing the surface, placing temporary pavement markings, placing the mixture and complying with all requirements including the warranty. The placement includes application a surface course for full width coverage as specified in the contract documents.

The completed work as measured will be paid for at the contract unit price for the

Items detailed in Section 425.6.

425.6-PAY ITEMS:

ITEM NUMBER	DESCRIPTION	UNIT
425001-001	Asphalt Emulsion Slurry Seal Coat	Square Yard (SY)

DETAIL NOTES

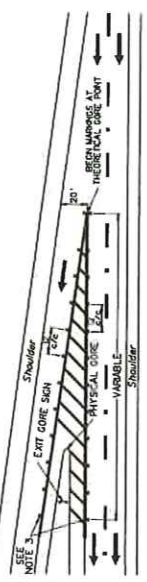
PAVEMENT MARKERS ARE USED TO SUPPLEMENT EXISTING PAINTED MARKINGS, UNLESS OTHERWISE SPECIFIED, THE COLOR OF THE FACE OF THE REFLECTIVE MARKER LENS VIEWED BY TRAFFIC MOVING IN THE CORRECT DIRECTION SHALL CONFORM TO THE COLOR THIS MARKING IS TO BE USED TO SUPPLEMENT UNDER BOTH DAY AND NIGHT CONDITIONS. THE FOLLOWING GUIDELINES SHALL BE USED IN DETERMINING THE CORRECT RRM LENS COLOR(S) TO BE USED FOR VARIOUS APPLICATIONS.

1. FOR THE PURPOSES OF THIS SHEET, MEDIAN WIDTH SHALL BE DEFINED AS THE WIDTH BETWEEN TRAVELED PORTIONS OF A DIVIDED HIGHWAY, MEASURED FROM EDGE OF TRAVELED WAY TO EDGE OF TRAVELED WAY. THIS DEFINITION DOES NOT INCLUDE UNPAVED AREAS, UNPAVED MEDIAN WIDTHS (LAKE LINES AND CHANNELING LINES) INSTALLED ON DIVIDED HIGHWAYS HAVING MEDIAN WIDTHS OF THIRTY (30) FEET (9 METERS) OR GREATER OR MARKERS WHICH SUPPLEMENT WHITE PAVEMENT MARKINGS INSTALLED ON DIVIDED HIGHWAYS WITH A MEDIAN BOTH LESS THAN TWENTY (20) FEET (6 METERS) AND HAVING A ROAD PHYSICAL MEDIAN BARRIER WHICH RESTRICTS VISIBILITY OF THE OPPOSITE TRAVEL DIRECTION. BI-DIRECTIONAL REFLECTORS IN THESE CASES, THE FRONT FACE OF THE LENS SHALL BE WHITE AND THE BACK FACE OF THE LENS SHALL BE RED. EXCEPT AS NOTED HEREIN FOR CORE AREAS AND LAKE LINE MARKERS INSTALLED ON DIVIDED HIGHWAYS WITH ROAD PHYSICAL MEDIAN BARRIERS, REFLECTORS AND NOT HAVING A ROAD PHYSICAL MEDIAN BARRIER WHICH RESTRICTS VISIBILITY OF THE OPPOSITE TRAVEL DIRECTION SHALL BE REFLECTIVE IN ONE DIRECTION (MONO-DIRECTIONAL) ONLY. IN THESE CASES, THE FRONT FACE OF THE LENS SHALL BE WHITE. IF THE CHARACTERISTICS OF THE ROADWAY REQUIRE THE INSTALLATION OF BI-DIRECTIONAL REFLECTORS, THE CRITERIA SPECIFIED ABOVE FOR THE PLACEMENT OF BI-DIRECTIONAL REFLECTORS AND OTHER PAVEMENT MARKINGS SHALL BE ACCEPTABLE TO INSTALL BI-DIRECTIONAL AND MONO-DIRECTIONAL REFLECTORS ALONG THEIR RESPECTIVE APPLICABLE PORTIONS OF THE ROADWAY. HOWEVER, IN SUCH CASES THE MINIMUM LENGTH OF EACH SECTION WITH BI-DIRECTIONAL REFLECTORS PLACED SHALL BE FIVE (5) FEET (1.5 M) OR GREATER. OTHERWISE, THE REFLECTORS PLACED ALONG SUCH SECTIONS SHALL BE MONO-DIRECTIONAL.

2. WHEN CALLED FOR IN THE PROJECT PLANS, ALL MARKERS INSTALLED TO SUPPLEMENT YELLOW EDGE LINE MARKINGS SHALL BE REFLECTIVE IN ONE DIRECTION (MONO-DIRECTIONAL) ONLY. THE FRONT FACE OF THE LENS SHALL BE YELLOW.

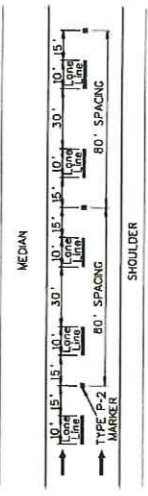
3. ALL MARKERS INSTALLED TO SUPPLEMENT YELLOW CENTER LINE MARKINGS SHALL TYPICALLY BE REFLECTIVE IN BOTH DIRECTIONS (BI-DIRECTIONAL). BOTH LENS FACES SHALL BE YELLOW. NOTE THAT MARKER PLACEMENT AND THE COMBINATION OF MONO-DIRECTIONAL AND BI-DIRECTIONAL YELLOW REFLECTORS TO SUPPLEMENT THE YELLOW MARKINGS OF A TWO WAY LEFT TURN LANE SHALL BE DETERMINED BY THE PROJECT DESIGNER. THE CONTRACTOR IS ADVISED TO CLOSELY REVIEW THE PROVIDED DETAIL FOR GUIDANCE.

NOTES:
1. BI-DIRECTIONAL MARKERS SHOWN. MONO-DIRECTIONAL REFLECTORS MAY BE REQUIRED. (SEE DETAIL NOTES)



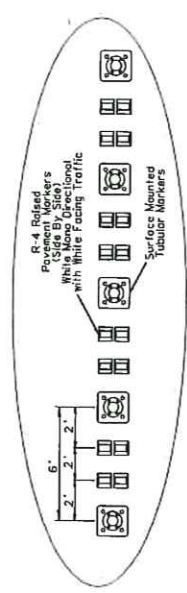
GORE AREA

- MARKER PLACEMENT AT CORES ONLY WHEN SPECIFIED.
- THE SPACING BETWEEN MARKERS IN THE GORE AREA SHOULD BE APPROXIMATELY 12' APART AND CENTERED BETWEEN THE STRIPES IF THEY ARE EXISTING.
- END MARKERS APPROXIMATELY 20' BEYOND EXIT CORE SIGN OR PHYSICAL CORE IF NO SIGN.
- IF, IN ACCORDANCE WITH DETAIL, NOTE 1, MONO-DIRECTIONAL LENSES ARE TO BE UTILIZED ALONG THE SECTION OF ROADWAY CONTAINING THE GORE AREA, BI-DIRECTIONAL WHITE/RED LENSES SHALL BE UTILIZED AROUND THE PERIMETER OF THE GORE AREA. IN ADDITION, BI-DIRECTIONAL RED/RED LENSES SHALL BE UTILIZED FOR ALL LAKE LINE LENSES BEGINNING 1800' IN ADVANCE OF THE GORE SIGN AND ENDING AT THE GORE SIGN.



LANE LINE OF DIVIDED HIGHWAY

- BI-DIRECTIONAL MARKERS SHOWN. MONO-DIRECTIONAL REFLECTORS MAY BE REQUIRED. SEE DETAIL NOTES.



CONTINUOUS THRU LANE DELINEATION

- LOCATION OF MARKERS ARE SHOWN ON THE PLANS.
- TYPE R-4 MARKERS ARE NOT TO BE APPLIED OVER PAINT STRIPING.
- ALL TYPE R-4 MARKERS SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARD SPECIFICATION.

NOTES:

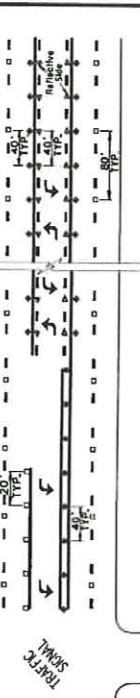
1. BI-DIRECTIONAL MARKERS SHOWN. MONO-DIRECTIONAL REFLECTORS MAY BE REQUIRED. (SEE DETAIL NOTES)



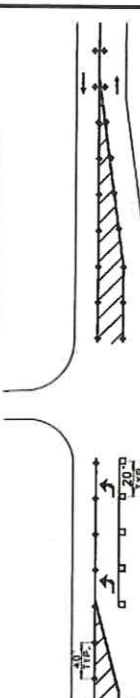
MULTI-LANE ROADWAY WITH AT-GRADE INTERSECTION



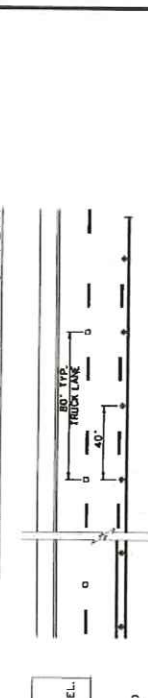
MULTI-LANE ROADWAY WITH TWO-WAY LEFT TURN LANE



TWO LANE HIGHWAY WITH TRUCK CLIMBING LANE



TWO LANE HIGHWAY WITH LEFT TURN BAY



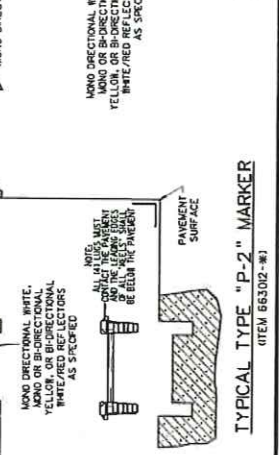
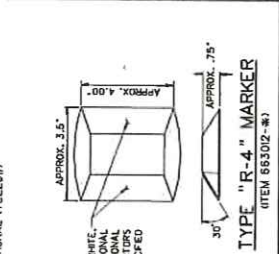
TWO LANE HIGHWAY WITH TRUCK CLIMBING LANE

- ▲ REVISION TYPE P-2 MARKERS
- ▲ REVISION P-2, P-4, P-4-C, P-4-C-B MARKERS
- ▲ REVISION P-2, 6000 C-6
- ▲ ENTIRE SHEET

WEST VIRGINIA DIVISION OF HIGHWAYS
REVISED STANDARD DETAIL
RAISED PAVEMENT MARKERS
TYPES "P" and "R"

PREPARED: 7/00/71

REVISIONS	DATE	BY	FOR
03-06-73			
05-05-74			
11-23-79			
11-01-81			
05-05-84			
12-10-92			
01-29-00			
11-22-03			



TYPICAL TYPE "P-2" MARKER
(ITEM 663002-*)

TYPICAL TYPE "R-4" MARKER
(ITEM 663002-*)

**ASPHALT PRESERVATION & PAVEMENT MARKINGS
ATTACHMENT A (ATT A) - PRICING PAGES**

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**Provide emulsion/binder sources for applicable Asphalt Preservation Application Items*

VENDOR NAME: Slurry Pavers, Inc.

District 1 <input type="checkbox"/> Boone <input type="checkbox"/> Clay <input type="checkbox"/> Kanawha <input type="checkbox"/> Mason <input type="checkbox"/> Putnam	District 2 <input type="checkbox"/> Cabell <input type="checkbox"/> Lincoln <input type="checkbox"/> Logan <input type="checkbox"/> Mingo <input type="checkbox"/> Wayne	District 3 <input type="checkbox"/> Calhoun <input type="checkbox"/> Jackson <input type="checkbox"/> Pleasants <input type="checkbox"/> Ritchie <input type="checkbox"/> Roane <input type="checkbox"/> Wirt <input type="checkbox"/> Wood	District 4 <input type="checkbox"/> Doddridge <input type="checkbox"/> Harrison <input type="checkbox"/> Marion <input type="checkbox"/> Monongalia <input type="checkbox"/> Preston <input type="checkbox"/> Taylor	District 5 <input checked="" type="checkbox"/> Berkeley <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Hampshire <input checked="" type="checkbox"/> Hardy <input checked="" type="checkbox"/> Jefferson <input checked="" type="checkbox"/> Mineral <input checked="" type="checkbox"/> Morgan	District 6 <input type="checkbox"/> Brooke <input type="checkbox"/> Hancock <input type="checkbox"/> Marshall <input type="checkbox"/> Ohio <input type="checkbox"/> Tyler <input type="checkbox"/> Wetzel	District 7 <input type="checkbox"/> Barbour <input type="checkbox"/> Braxton <input type="checkbox"/> Gilmer <input type="checkbox"/> Lewis <input type="checkbox"/> Upshur <input type="checkbox"/> Webster	District 8 <input checked="" type="checkbox"/> Pendleton <input checked="" type="checkbox"/> Pocahontas <input checked="" type="checkbox"/> Randolph <input checked="" type="checkbox"/> Tucker	District 9 <input type="checkbox"/> Fayette <input type="checkbox"/> Greenbrier <input type="checkbox"/> Monroe <input type="checkbox"/> Nicholas <input type="checkbox"/> Summers	District 10 <input type="checkbox"/> McDowell <input type="checkbox"/> Mercer <input type="checkbox"/> Raleigh <input type="checkbox"/> Wyoming
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CHIP SEAL						
Contract Item #	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
A-1	Chip Seal, Light	NO BID	NO BID	SY	Less than 20,000	\$
					20,001 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$
A-2	Chip Seal, Single	NO BID	NO BID	SY	Less than 20,000	\$
					20,001 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$
A-3	Chip Seal, Double	NO BID	NO BID	SY	Less than 20,000	\$
					20,001 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$
A-4	Chip Seal, Triple	NO BID	NO BID	SY	Less than 20,000	\$
					20,001 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$
A-5	Surcharge for Polymer Modified Cationic Emulsified Asphalt, Per Application Type			SY	Light (A-1)	\$
					Single (A-2)	\$
					Double (A-3)	\$
					Triple (A-4)	\$
P1-A	Mobilization - First Mile: Chip Seal	-----	-----	Mile	-----	\$
P2-A	Mobilization - Additional Mile: Chip Seal	-----	-----	Mile	-----	\$

FOG SEAL						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
B	Fog Seal	NO BID	NO BID	SY	Less than 20,000	\$
					20,001 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$
P1-B	Mobilization - First Mile: Fog Seal	-----	-----	Mile	-----	\$
P2-B	Mobilization - Additional Mile: Fog Seal	-----	-----	Mile	-----	\$

TACK COAT						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
C	Tack Coat	Asphalt Emulsions, Inc	Slurry Pavers	SY	Less than 20,000	\$0.45
		Richmond, VA. 23223	3617 Nine Mile Road		20,001 - 50,000	\$0.32
			Richmond, VA 23223		50,001 - 100,000	\$0.27
			(For Mirco Surfacing ONLY)		100,001 or greater	\$0.26
P1-C	Mobilization - First Mile: Fog Seal	-----	-----	Mile	-----	\$2,000.00
P2-C	Mobilization - Additional Mile: Fog Seal	-----	-----	Mile	-----	\$7.00

STRESS ABSORBING MEMBRANE INTERLAYER (SAMI)						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
D	SAMI (Stress Absorbing Membrane Interlayer) (Interlayer only, not intended as a stand-alone application)	NO BID	NO BID	SY	Less than 20,000	\$
					20,001 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$
P1-D	Mobilization - First Mile: SAMI	-----	-----	Mile	-----	\$
P2-D	Mobilization - Additional Mile: SAMI	-----	-----	Mile	-----	\$

HOT POURED CRACK SEALANT						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
E	Hot Applied Mastic (HAM)	Crafco Inc.	Slurry Pavers	Pound	-----	\$3.60
		Chandler, AZ	3617 Nine Mile Road			
			Richmond, VA 23223			
P1-E	Mobilization - First Mile: Hot Applied Mastic (HAM)	-----	-----	Mile	-----	\$4,000.00
P2-E	Mobilization - Additional Mile: Hot Applied Mastic (HAM)	-----	-----	Mile	-----	\$10.50

**ASPHALT PRESERVATION & PAVEMENT MARKINGS
ATTACHMENT A (ATT A) - PRICING PAGES**

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**Provide emulsion/binder sources for applicable Asphalt Preservation Application Items*

ASPHALT EMULSION SLURRY SEAL COAT						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
F	Asphalt Emulsion Slurry Seal Coat		Slurry Pavers	SY	Less than 20,000	\$3.45
			3617 Nine Mile Road		20,001 - 50,000	\$3.24
			Richmond, VA 23223		50,001 - 100,000	\$2.85
					100,001 or greater	\$2.75
P1-F	Mobilization - First Mile: Asphalt Emulsion Slurry Seal Coat	-----	-----	Mile	-----	\$10,000.00
P2-F	Mobilization - Additional Mile: Asphalt Emulsion Slurry Seal Coat	-----	-----	Mile	-----	\$30.00
MICRO SURFACE (TYPES 2FA & 3FA)						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
G-1	Micro Surface - Type 2FA - Single Course	Asphalt Emulsions, Inc	Slurry Pavers	SY	Less than 20,000	\$5.51
		Richmond, VA. 23223	3617 Nine Mile Road		20,001 - 50,000	\$4.42
			Richmond, VA 23223		50,001 - 100,000	\$3.84
					100,001 or greater	\$3.79
G-2	Micro Surface - Type 2FA - Multiple Course	Asphalt Emulsions, Inc	Slurry Pavers	SY	Less than 20,000	\$8.65
		Richmond, VA. 23223	3617 Nine Mile Road		20,001 - 50,000	\$7.60
			Richmond, VA 23223		50,001 - 100,000	\$6.92
					100,001 or greater	\$6.74
G-3	Micro Surface - Type 3FA - Single Course	Asphalt Emulsions, Inc	Slurry Pavers	SY	Less than 20,000	\$5.45
		Richmond, VA. 23223	3617 Nine Mile Road		20,001 - 50,000	\$4.36
			Richmond, VA 23223		50,001 - 100,000	\$3.75
					100,001 or greater	\$3.65
G-4	Micro Surface - Type 3FA - Multiple Course	Asphalt Emulsions, Inc	Slurry Pavers	SY	Less than 20,000	\$8.68
		Richmond, VA. 23223	3617 Nine Mile Road		20,001 - 50,000	\$7.56
			Richmond, VA 23223		50,001 - 100,000	\$6.92
					100,001 or greater	\$6.63
G-5	Micro Surface - 3' Wide, Single Course	Asphalt Emulsions, Inc	Slurry Pavers	SY	Less than 20,000	\$6.43
		Richmond, VA. 23223	3617 Nine Mile Road		20,001 - 50,000	\$5.45
			Richmond, VA 23223		50,001 - 100,000	\$4.89
					100,001 or greater	\$4.84
H	Micro Surface, Rut Fill	Asphalt Emulsions, Inc	Slurry Pavers	Ton	Less than 200	\$476.00
		Richmond, VA. 23223	3617 Nine Mile Road		201 - 500	\$428.00
			Richmond, VA 23223		501 - 1,000	\$388.00
					1,001 and greater	\$367.00
P1-G	Mobilization - First Mile: Micro Surface	-----	-----	Mile	-----	\$22,000.00
P2-G	Mobilization - Additional Mile: Micro Surface	-----	-----	Mile	-----	\$32.00
CRACK SEALING 1" OR LESS						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
K	Crack Sealing, 1" or Less	Crafco Inc.	Slurry Pavers	LF	Less than 20,000	\$1.02
		Allentown, PA	3617 Nine Mile Road		20,001 - 50,000	\$0.95
			Richmond, VA 23223		50,001 - 100,000	\$0.88
					100,001 or greater	\$0.87
P1-K	Mobilization - First Mile: Crack Sealing	-----	-----	Mile	-----	\$3,500.00
P2-K	Mobilization - Additional Mile: Crack Sealing	-----	-----	Mile	-----	\$14.00
REMOVAL OF PAVEMENT MARKINGS						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
L-1	Removal of Thermoplastic Markings (Line markings such as crosswalks, stop bars and channelizing lines)		3617 Nine Mile Road, Richmond VA 23223	LF	-----	\$15.00
L-2	Removal of Thermoplastic Markings (Symbols such as arrows and railroad crossing markings)		3617 Nine Mile Road, Richmond VA 23223	Each	-----	\$500.00
L-3	Removal of Raised Pavement Markers		3617 Nine Mile Road, Richmond VA 23223	Each	-----	\$55.00
P1-L	Mobilization - First Mile: Removal of Pavement Markings	-----	-----	Mile	-----	\$4,000.00
P2-L	Mobilization - Additional Mile: Removal of Pavement Markings	-----	-----	Mile	-----	\$12.00
TEMPORARY PAVEMENT MARKINGS, INSTALLED						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
M-1	Temporary Pavement Marking - Paint	NO BID	NO BID	LF	-----	\$
M-2	Temporary Pavement Marking Type VII-A	NO BID	NO BID	LF	-----	\$
M-3	Temporary Pavement Marking - Type VII-B	NO BID	NO BID	LF	-----	\$
M-4	Temporary Pavement Marking - Type VII-C	NO BID	NO BID	LF	-----	\$

**ASPHALT PRESERVATION & PAVEMENT MARKINGS
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**Provide emulsion/binder sources for applicable Asphalt Preservation Application Items*

M-5	Temporary Raised Pavement Marker	NO BID	NO BID	Each	-----	\$
P1-M	Mobilization - First Mile: Temporary Pavement Markings	-----	-----	Mile	-----	\$
P2-M	Mobilization - Additional Mile: Temp Pavement Markings	-----	-----	Mile	-----	\$
RAISED PAVEMENT MARKINGS						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
N-1	4" Longitudinal Line, White	NO BID	NO BID	LF	-----	\$
N-2	4" Longitudinal Line, White, with Black Contrast	NO BID	NO BID	LF	-----	\$
N-3	4" Longitudinal Line, Yellow	NO BID	NO BID	LF	-----	\$
N-4	4" Longitudinal Line, Blue	NO BID	NO BID	LF	-----	\$
N-5	4" Longitudinal Line, Black	NO BID	NO BID	LF	-----	\$
N-6	4" Skid Resistance Enhanced Longitudinal Line, Blue	NO BID	NO BID	LF	-----	\$
N-7	6" Longitudinal Line, White	NO BID	NO BID	LF	-----	\$
N-8	6" Longitudinal Line, White with Black Contrast	NO BID	NO BID	LF	-----	\$
N-9	6" Longitudinal Line, Black	NO BID	NO BID	LF	-----	\$
N-10	6" Longitudinal Line, Yellow	NO BID	NO BID	LF	-----	\$
N-11	6" Longitudinal Line, Grey	NO BID	NO BID	LF	-----	\$
N-12	8" Longitudinal Line, White	NO BID	NO BID	LF	-----	\$
N-13	8" Longitudinal Line, White with Black Contrast	NO BID	NO BID	LF	-----	\$
N-14	8" Longitudinal Line, Yellow	NO BID	NO BID	LF	-----	\$
N-15	12" Longitudinal Line, White	NO BID	NO BID	LF	-----	\$
N-16	12" Skid Resistance Enhanced Longitudinal Line, White	NO BID	NO BID	LF	-----	\$
N-17	12" Longitudinal Line, Yellow	NO BID	NO BID	LF	-----	\$
N-18	12" Longitudinal Line, Black	NO BID	NO BID	LF	-----	\$
N-19	12" Longitudinal Line, Grey	NO BID	NO BID	LF	-----	\$
N-20	24" Longitudinal Line, White	NO BID	NO BID	LF	-----	\$
N-21	Straight Arrow 12" @ Bottom of Shaft 3'-3" x 9'-10"	NO BID	NO BID	Each	-----	\$
N-22	Straight Arrow with Black Contrast 12" at Bottom of Shaft, 3'3" x 9'10"	NO BID	NO BID	Each	-----	\$
N-23	Curved Arrow, Left, 12" at Bottom of Shaft, 6'-3" x 8'-2"	NO BID	NO BID	Each	-----	\$
N-24	Curved Arrow, Left with Black Contrast, 12" at Bottom of Shaft, 6'-3" x 8'-2"	NO BID	NO BID	Each	-----	\$
N-25	Curved Arrow, Right, 12" at Bottom of Shaft, 6'-3" x 8'-2"	NO BID	NO BID	Each	-----	\$
N-26	Curved Arrow, Right, with Black Contrast, 12" at Bottom of Shaft, 6'-3" x 8'-2"	NO BID	NO BID	Each	-----	\$
N-27	Combination Arrow 12" at Bottom of Shaft, 7'-4" x 13'-1" (Left or Right, Specified at Time of Order)	NO BID	NO BID	Each	-----	\$
N-28	Combination Arrow with Black Contrast 12" at Bottom of Shaft, 7'-4" x 13'-1" (Left or Right, Specified at Time of Order)	NO BID	NO BID	Each	-----	\$
N-29	"ONLY" 6'-8" x 8'-0"	NO BID	NO BID	Each	-----	\$
N-30	"STOP" 7'-4" x 8'-0"	NO BID	NO BID	Each	-----	\$
N-31	"AHEAD" 8'-10" x 8'-0"	NO BID	NO BID	Each	-----	\$
N-32	"SCHOOL" 11'-4" x 8'-0"	NO BID	NO BID	Each	-----	\$
N-33	"SCHOOL" 14'-6" x 10'-0"	NO BID	NO BID	Each	-----	\$
N-34	Right Side Lane Drop Arrow (Points to the Left)	NO BID	NO BID	Each	-----	\$
N-35	Left Side Lane Drop Arrow (Points to the Right)	NO BID	NO BID	Each	-----	\$
N-36	Railroad Crossing R's 12"x78", "X" 16", "20" height, 42" Width	NO BID	NO BID	Each	-----	\$
N-37	White Handicap Symbol with Blue Background, 48" square	NO BID	NO BID	Each	-----	\$

**ASPHALT PRESERVATION & PAVEMENT MARKINGS
ATTACHMENT A (ATT A) - PRICING PAGES**

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**Provide emulsion/binder sources for applicable Asphalt Preservation Application Items*

N-38	Yield Line Triangle, 24" x 36"	NO BID	NO BID	Each	-----	\$
N-39	Freeway Ramp Wrong Way Arrow 8' wide	NO BID	NO BID	Each	-----	\$
N-40	Skid Resistance Enhanced Bicycle with Rider and Helmet Symbol, 24" x 48". Bicycle to Point to the Left	NO BID	NO BID	Each	-----	\$
N-41	Skid Resistance Enhanced - Shared Lane Bike Symbol 9'-4" x 3'4"	NO BID	NO BID	Each	-----	\$
N-42	One Head Roundabout Arrow, White, Left	NO BID	NO BID	Each	-----	\$
N-43	One Head Roundabout Arrow, White, Straight	NO BID	NO BID	Each	-----	\$
N-44	Two Head Roundabout Arrow, White, Left/Right	NO BID	NO BID	Each	-----	\$
N-45	Two Head Roundabout Arrow, White, Left/Straight	NO BID	NO BID	Each	-----	\$
N-46	Two Head Roundabout Arrow, White, Right/Straight	NO BID	NO BID	Each	-----	\$
N-47	Three Head Roundabout Arrow, White, Left/Right/Straight	NO BID	NO BID	Each	-----	\$
P1-N	Mobilization - First Mile: Raised Pavement Markings			Mile	-----	\$
P2-N	Mobilization - Additional Mile: Raised Pavement Markings			Mile	-----	\$

PERMANENT RAISED PAVEMENT MARKINGS

Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
O-1	Type P-2 Raised Pavement Marker	NO BID	NO BID	Each	-----	\$
O-2	Type R-4 Raised Pavement Marker			Each	-----	\$
P1-O	Mobilization - First Mile: Permanent RPMs	-----	-----	Mile	-----	\$
P2-O	Mobilization - Additional Mile: Permanent RPMs	-----	-----	Mile	-----	\$

TRAFFIC MAINTENANCE

Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
Q-1	Pilot Truck and Driver	NO BID	NO BID	Unit	-----	\$
Q-2	Traffic Control Devices	NO BID	NO BID	Unit	-----	\$
Q-3	Flagger	NO BID	NO BID	Hour	-----	\$
Q-4	Arrow Board	NO BID	NO BID	Day	-----	\$

Aggregate Hauling Surcharge Per County

**Provide Approved A-1 Aggregate Sources. (Reference Contract Specification Section 3.2.7.1)*

Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
R-1	Aggregate Hauling Surcharge: Barbour County			Ton	-----	\$
R-2	Aggregate Hauling Surcharge: Berkeley County			Ton	-----	\$
R-3	Aggregate Hauling Surcharge: Boone County			Ton	-----	\$
R-4	Aggregate Hauling Surcharge: Braxton County			Ton	-----	\$
R-5	Aggregate Hauling Surcharge: Brooke County			Ton	-----	\$
R-6	Aggregate Hauling Surcharge: Cabell County			Ton	-----	\$
R-7	Aggregate Hauling Surcharge: Calhoun County			Ton	-----	\$
R-8	Aggregate Hauling Surcharge: Clay County			Ton	-----	\$
R-9	Aggregate Hauling Surcharge: Doddridge County			Ton	-----	\$
R-10	Aggregate Hauling Surcharge: Fayette County			Ton	-----	\$
R-11	Aggregate Hauling Surcharge: Gilmer County			Ton	-----	\$
R-12	Aggregate Hauling Surcharge: Grant County			Ton	-----	\$
R-13	Aggregate Hauling Surcharge: Greenbrier County			Ton	-----	\$
R-14	Aggregate Hauling Surcharge: Hampshire County			Ton	-----	\$
R-15	Aggregate Hauling Surcharge: Hancock County			Ton	-----	\$
R-16	Aggregate Hauling Surcharge: Hardy County			Ton	-----	\$
R-17	Aggregate Hauling Surcharge: Harrison County			Ton	-----	\$
R-18	Aggregate Hauling Surcharge: Jackson County			Ton	-----	\$
R-19	Aggregate Hauling Surcharge: Jefferson County			Ton	-----	\$
R-20	Aggregate Hauling Surcharge: Kanawha County			Ton	-----	\$

**ASPHALT PRESERVATION & PAVEMENT MARKINGS
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**Provide emulsion/binder sources for applicable Asphalt Preservation Application Items*

R-21	Aggregate Hauling Surcharge: Lewis County			Ton	-----	\$
R-22	Aggregate Hauling Surcharge: Lincoln County			Ton	-----	\$
R-23	Aggregate Hauling Surcharge: Logan County			Ton	-----	\$
R-24	Aggregate Hauling Surcharge: Marion County			Ton	-----	\$
R-25	Aggregate Hauling Surcharge: Marshall County			Ton	-----	\$
R-26	Aggregate Hauling Surcharge: Mason County			Ton	-----	\$
R-27	Aggregate Hauling Surcharge: McDowell County			Ton	-----	\$
R-28	Aggregate Hauling Surcharge: Mercer County			Ton	-----	\$
R-29	Aggregate Hauling Surcharge: Mineral County			Ton	-----	\$
R-30	Aggregate Hauling Surcharge: Mingo County			Ton	-----	\$
R-31	Aggregate Hauling Surcharge: Monongalia County			Ton	-----	\$
R-32	Aggregate Hauling Surcharge: Monroe County			Ton	-----	\$
R-33	Aggregate Hauling Surcharge: Morgan County			Ton	-----	\$
R-34	Aggregate Hauling Surcharge: Nicholas County			Ton	-----	\$
R-35	Aggregate Hauling Surcharge: Ohio County			Ton	-----	\$
R-36	Aggregate Hauling Surcharge: Pendleton County			Ton	-----	\$
R-37	Aggregate Hauling Surcharge: Pleasants County			Ton	-----	\$
R-38	Aggregate Hauling Surcharge: Pocahontas County			Ton	-----	\$
R-39	Aggregate Hauling Surcharge: Preston County			Ton	-----	\$
R-40	Aggregate Hauling Surcharge: Putnam County			Ton	-----	\$
R-41	Aggregate Hauling Surcharge: Raleigh County			Ton	-----	\$
R-42	Aggregate Hauling Surcharge: Randolph County			Ton	-----	\$
R-43	Aggregate Hauling Surcharge: Ritchie County			Ton	-----	\$
R-44	Aggregate Hauling Surcharge: Roane County			Ton	-----	\$
R-45	Aggregate Hauling Surcharge: Summers County			Ton	-----	\$
R-46	Aggregate Hauling Surcharge: Taylor County			Ton	-----	\$
R-47	Aggregate Hauling Surcharge: Tucker County			Ton	-----	\$
R-48	Aggregate Hauling Surcharge: Tyler County			Ton	-----	\$
R-49	Aggregate Hauling Surcharge: Upshur County			Ton	-----	\$
R-50	Aggregate Hauling Surcharge: Wayne County			Ton	-----	\$
R-51	Aggregate Hauling Surcharge: Webster County			Ton	-----	\$
R-52	Aggregate Hauling Surcharge: Wetzel County			Ton	-----	\$
R-53	Aggregate Hauling Surcharge: Wirt County			Ton	-----	\$
R-54	Aggregate Hauling Surcharge: Wood County			Ton	-----	\$
R-55	Aggregate Hauling Surcharge: Wyoming County			Ton	-----	\$

**ASPHALT PRESERVATION & PAVEMENT MARKINGS
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**Provide emulsion/binder sources for applicable Asphalt Preservation Application Items*

VENDOR NAME: Slurry Pavers, Inc.

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

CHIP SEAL						
Contract Item #	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
A-1	Chip Seal, Light	Appalachian Aggregates	Slurry Pavers	SY	Less than 20,000	\$3.28
		21071 Midland Trail, W	3617 Nine Mile Road		20,001 - 50,000	\$2.88
		Lewisburg, WV 24901	Richmond, VA 23223		50,001 - 100,000	\$2.36
					100,001 or greater	\$2.28
A-2	Chip Seal, Single	Appalachian Aggregates	Slurry Pavers	SY	Less than 20,000	\$3.89
		21071 Midland Trail, W	3617 Nine Mile Road		20,001 - 50,000	\$3.32
		Lewisburg, WV 24901	Richmond, VA 23223		50,001 - 100,000	\$3.06
					100,001 or greater	\$2.75
A-3	Chip Seal, Double	Appalachian Aggregates	Slurry Pavers	SY	Less than 20,000	\$6.12
		21071 Midland Trail, W	3617 Nine Mile Road		20,001 - 50,000	\$5.30
		Lewisburg, WV 24901	Richmond, VA 23223		50,001 - 100,000	\$4.56
					100,001 or greater	\$4.46
A-4	Chip Seal, Triple	Appalachian Aggregates	Slurry Pavers	SY	Less than 20,000	\$8.61
		21071 Midland Trail, W	3617 Nine Mile Road		20,001 - 50,000	\$7.80
		Lewisburg, WV 24901	Richmond, VA 23223		50,001 - 100,000	\$7.50
					100,001 or greater	\$7.40
A-5	Surcharge for Polymer Modified Cationic Emulsified Asphalt, Per Application Type		Slurry Pavers	SY	Light (A-1)	\$0.20
			3617 Nine Mile Road		Single (A-2)	\$0.25
			Richmond, VA 23223		Double (A-3)	\$0.35
					Triple (A-4)	\$0.50
P1-A	Mobilization - First Mile: Chip Seal	-----	-----	Mile	-----	\$12,500.00
P2-A	Mobilization - Additional Mile: Chip Seal	-----	-----	Mile	-----	\$40.00

FOG SEAL						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
B	Fog Seal	NO BID	NO BID	SY	Less than 20,000	\$
					20,001 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$
P1-B	Mobilization - First Mile: Fog Seal	-----	-----	Mile	-----	\$
P2-B	Mobilization - Additional Mile: Fog Seal	-----	-----	Mile	-----	\$

TACK COAT						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
C	Tack Coat	Asphalt Emulsions, Inc	Slurry Pavers	SY	Less than 20,000	\$0.45
		Richmond, VA. 23223	3617 Nine Mile Road		20,001 - 50,000	\$0.32
			Richmond, VA 23223		50,001 - 100,000	\$0.27
			(For Mirco Surfacing ONLY)		100,001 or greater	\$0.26
P1-C	Mobilization - First Mile: Fog Seal	-----	-----	Mile	-----	\$2,000.00
P2-C	Mobilization - Additional Mile: Fog Seal	-----	-----	Mile	-----	\$7.00

STRESS ABSORBING MEMBRANE INTERLAYER (SAMI)						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
D	SAMI (Stress Absorbing Membrane Interlayer) (Interlayer only; not intended as a stand-alone application)	NO BID	NO BID	SY	Less than 20,000	\$
					20,001 - 50,000	\$
					50,001 - 100,000	\$
					100,001 or greater	\$
P1-D	Mobilization - First Mile: SAMI	-----	-----	Mile	-----	\$
P2-D	Mobilization - Additional Mile: SAMI	-----	-----	Mile	-----	\$

HOT POURED CRACK SEALANT						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
E	Hot Applied Mastic (HAM)	Crafco Inc.	Slurry Pavers	Pound	-----	\$3.60
		Chandler, AZ	3617 Nine Mile Road			
			Richmond, VA 23223			
P1-E	Mobilization - First Mile: Hot Applied Mastic (HAM)	-----	-----	Mile	-----	\$4,000.00
P2-E	Mobilization - Additional Mile: Hot Applied Mastic (HAM)	-----	-----	Mile	-----	\$10.50

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ASPHALT EMULSION SLURRY SEAL COAT						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
F	Asphalt Emulsion Slurry Seal Coat	Asphalt Emulsions, Inc	Slurry Pavers	SY	Less than 20,000	\$3.45
		Richmond, VA. 23223	3617 Nine Mile Road		20,001 - 50,000	\$3.24
			Richmond, VA 23223		50,001 - 100,000	\$2.85
					100,001 or greater	\$2.75
P1-F	Mobilization - First Mile: Asphalt Emulsion Slurry Seal Coat	-----	-----	Mile	-----	\$10,000.00
P2-F	Mobilization - Additional Mile: Asphalt Emulsion Slurry Seal Coat	-----	-----	Mile	-----	\$30.00
MICRO SURFACE (TYPES 2FA & 3FA)						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
G-1	Micro Surface - Type 2FA - Single Course	Asphalt Emulsions, Inc	Slurry Pavers	SY	Less than 20,000	\$5.41
		Richmond, VA. 23223	3617 Nine Mile Road		20,001 - 50,000	\$4.32
			Richmond, VA 23223		50,001 - 100,000	\$3.74
					100,001 or greater	\$3.69
G-2	Micro Surface - Type 2FA - Multiple Course	Asphalt Emulsions, Inc	Slurry Pavers	SY	Less than 20,000	\$8.50
		Richmond, VA. 23223	3617 Nine Mile Road		20,001 - 50,000	\$7.45
			Richmond, VA 23223		50,001 - 100,000	\$6.78
					100,001 or greater	\$6.59
G-3	Micro Surface - Type 3FA - Single Course	Asphalt Emulsions, Inc	Slurry Pavers	SY	Less than 20,000	\$5.42
		Richmond, VA. 23223	3617 Nine Mile Road		20,001 - 50,000	\$4.33
			Richmond, VA 23223		50,001 - 100,000	\$3.72
					100,001 or greater	\$3.65
G-4	Micro Surface - Type 3FA - Multiple Course	Asphalt Emulsions, Inc	Slurry Pavers	SY	Less than 20,000	\$8.55
		Richmond, VA. 23223	3617 Nine Mile Road		20,001 - 50,000	\$7.48
			Richmond, VA 23223		50,001 - 100,000	\$6.81
					100,001 or greater	\$6.56
G-5	Micro Surface - 3' Wide, Single Course	Asphalt Emulsions, Inc	Slurry Pavers	SY	Less than 20,000	\$6.43
		Richmond, VA. 23223	3617 Nine Mile Road		20,001 - 50,000	\$5.45
			Richmond, VA 23223		50,001 - 100,000	\$4.89
					100,001 or greater	\$4.84
H	Micro Surface, Rut Fill	Asphalt Emulsions, Inc	Slurry Pavers	Ton	Less than 200	\$475.00
		Richmond, VA. 23223	3617 Nine Mile Road		201 - 500	\$427.00
			Richmond, VA 23223		501 - 1,000	\$387.00
					1,001 and greater	\$366.00
P1-G	Mobilization - First Mile: Micro Surface	-----	-----	Mile	-----	\$22,000.00
P2-G	Mobilization - Additional Mile: Micro Surface	-----	-----	Mile	-----	\$32.00
CRACK SEALING 1" OR LESS						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
K	Crack Sealing, 1" or Less	Crafo Inc.	Slurry Pavers	LF	Less than 20,000	\$1.02
		Allentown, PA	3617 Nine Mile Road		20,001 - 50,000	\$0.95
			Richmond, VA 23223		50,001 - 100,000	\$0.88
					100,001 or greater	\$0.87
P1-K	Mobilization - First Mile: Crack Sealing	-----	-----	Mile	-----	\$3,500.00
P2-K	Mobilization - Additional Mile: Crack Sealing	-----	-----	Mile	-----	\$14.00
REMOVAL OF PAVEMENT MARKINGS						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
L-1	Removal of Thermoplastic Markings (Line markings such as crosswalks, stop bars and channelizing lines)		3617 Nine Mile Road, Richmond VA 23223	LF	-----	\$15.00
L-2	Removal of Thermoplastic Markings (Symbols such as arrows and railroad crossing markings)		3617 Nine Mile Road, Richmond VA 23223	Each	-----	\$500.00
L-3	Removal of Raised Pavement Markers		3617 Nine Mile Road, Richmond VA 23223	Each	-----	\$55.00
P1-L	Mobilization - First Mile: Removal of Pavement Markings	-----	-----	Mile	-----	\$4,000.00
P2-L	Mobilization - Additional Mile: Removal of Pavement Markings	-----	-----	Mile	-----	\$12.00
TEMPORARY PAVEMENT MARKINGS, INSTALLED						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
M-1	Temporary Pavement Marking - Paint	NO BID	NO BID	LF	-----	\$
M-2	Temporary Pavement Marking Type VII-A	NO BID	NO BID	LF	-----	\$
M-3	Temporary Pavement Marking - Type VII-B	NO BID	NO BID	LF	-----	\$
M-4	Temporary Pavement Marking - Type VII-C	NO BID	NO BID	LF	-----	\$

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M-5	Temporary Raised Pavement Marker	NO BID	NO BID	Each	-----	\$
P1-M	Mobilization - First Mile: Temporary Pavement Markings	-----	-----	Mile	-----	\$
P2-M	Mobilization - Additional Mile: Temp Pavement Markings	-----	-----	Mile	-----	\$
RAISED PAVEMENT MARKINGS						
Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
N-1	4" Longitudinal Line, White	NO BID	NO BID	LF	-----	\$
N-2	4" Longitudinal Line, White, with Black Contrast	NO BID	NO BID	LF	-----	\$
N-3	4" Longitudinal Line, Yellow	NO BID	NO BID	LF	-----	\$
N-4	4" Longitudinal Line, Blue	NO BID	NO BID	LF	-----	\$
N-5	4" Longitudinal Line, Black	NO BID	NO BID	LF	-----	\$
N-6	4" Skid Resistance Enhanced Longitudinal Line, Blue	NO BID	NO BID	LF	-----	\$
N-7	6" Longitudinal Line, White	NO BID	NO BID	LF	-----	\$
N-8	6" Longitudinal Line, White with Black Contrast	NO BID	NO BID	LF	-----	\$
N-9	6" Longitudinal Line, Black	NO BID	NO BID	LF	-----	\$
N-10	6" Longitudinal Line, Yellow	NO BID	NO BID	LF	-----	\$
N-11	6" Longitudinal Line, Grey	NO BID	NO BID	LF	-----	\$
N-12	8" Longitudinal Line, White	NO BID	NO BID	LF	-----	\$
N-13	8" Longitudinal Line, White with Black Contrast	NO BID	NO BID	LF	-----	\$
N-14	8" Longitudinal Line, Yellow	NO BID	NO BID	LF	-----	\$
N-15	12" Longitudinal Line, White	NO BID	NO BID	LF	-----	\$
N-16	12" Skid Resistance Enhanced Longitudinal Line, White	NO BID	NO BID	LF	-----	\$
N-17	12" Longitudinal Line, Yellow	NO BID	NO BID	LF	-----	\$
N-18	12" Longitudinal Line, Black	NO BID	NO BID	LF	-----	\$
N-19	12" Longitudinal Line, Grey	NO BID	NO BID	LF	-----	\$
N-20	24" Longitudinal Line, White	NO BID	NO BID	LF	-----	\$
N-21	Straight Arrow 12" @ Bottom of Shaft 3'-3" x 9'-10"	NO BID	NO BID	Each	-----	\$
N-22	Straight Arrow with Black Contrast 12" at Bottom of Shaft, 3'3" x 9'10"	NO BID	NO BID	Each	-----	\$
N-23	Curved Arrow, Left, 12" at Bottom of Shaft, 6'-3" x 8'-2"	NO BID	NO BID	Each	-----	\$
N-24	Curved Arrow, Left with Black Contrast, 12" at Bottom of Shaft, 6'-3" x 8'-2"	NO BID	NO BID	Each	-----	\$
N-25	Curved Arrow, Right, 12" at Bottom of Shaft, 6'-3" x 8'-2"	NO BID	NO BID	Each	-----	\$
N-26	Curved Arrow, Right, with Black Contrast, 12" at Bottom of Shaft, 6'-3" x 8'-2"	NO BID	NO BID	Each	-----	\$
N-27	Combination Arrow 12" at Bottom of Shaft, 7'-4" x 13'-1" (Left or Right, Specified at Time of Order)	NO BID	NO BID	Each	-----	\$
N-28	Combination Arrow with Black Contrast 12" at Bottom of Shaft, 7'-4" x 13'-1" (Left or Right, Specified at Time of Order)	NO BID	NO BID	Each	-----	\$
N-29	"ONLY" 6'-8" x 8'-0"	NO BID	NO BID	Each	-----	\$
N-30	"STOP" 7'-4" x 8'-0"	NO BID	NO BID	Each	-----	\$
N-31	"AHEAD" 8'-10" x 8'-0"	NO BID	NO BID	Each	-----	\$
N-32	"SCHOOL" 11'-4" x 8'-0"	NO BID	NO BID	Each	-----	\$
N-33	"SCHOOL" 14'-6" x 10'-0"	NO BID	NO BID	Each	-----	\$
N-34	Right Side Lane Drop Arrow (Points to the Left)	NO BID	NO BID	Each	-----	\$
N-35	Left Side Lane Drop Arrow (Points to the Right)	NO BID	NO BID	Each	-----	\$
N-36	Railroad Crossing R's 12"x78", "X" 16", "20" height, 42" Width	NO BID	NO BID	Each	-----	\$
N-37	White Handicap Symbol with Blue Background, 48" square	NO BID	NO BID	Each	-----	\$

**ASPHALT PRESERVATION & PAVEMENT MARKINGS
ATTACHMENT A (ATT A) - PRICING PAGES**

INSTRUCTIONS FOR VENDORS: For bidding, Vendor shall mark with an "X" the Counties that correspond with the pricing on these ATT A Pricing Pages.
Vendor must complete a separate ATT A spreadsheet if pricing will differ per County bid. If additional space for Name/Location of Material Supplier/Source is needed, please include a separate document listing the additional sources, with a reference to their corresponding Contract Item #.

**Provide emulsion/binder sources for applicable Asphalt Preservation Application Items*

N-38	Yield Line Triangle, 24" x 36"	NO BID	NO BID	Each	-----	\$
N-39	Freeway Ramp Wrong Way Arrow 8' wide	NO BID	NO BID	Each	-----	\$
N-40	Skid Resistance Enhanced Bicycle with Rider and Helmet Symbol, 24" x 48". Bicycle to Point to the Left	NO BID	NO BID	Each	-----	\$
N-41	Skid Resistance Enhanced - Shared Lane Bike Symbol 9'-4" x 3'4"	NO BID	NO BID	Each	-----	\$
N-42	One Head Roundabout Arrow, White, Left	NO BID	NO BID	Each	-----	\$
N-43	One Head Roundabout Arrow, White, Straight	NO BID	NO BID	Each	-----	\$
N-44	Two Head Roundabout Arrow, White, Left/Right	NO BID	NO BID	Each	-----	\$
N-45	Two Head Roundabout Arrow, White, Left/Straight	NO BID	NO BID	Each	-----	\$
N-46	Two Head Roundabout Arrow, White, Right/Straight	NO BID	NO BID	Each	-----	\$
N-47	Three Head Roundabout Arrow, White, Left/Right/Straight	NO BID	NO BID	Each	-----	\$
P1-N	Mobilization - First Mile: Raised Pavement Markings			Mile	-----	\$
P2-N	Mobilization - Additional Mile: Raised Pavement Markings			Mile	-----	\$

PERMANENT RAISED PAVEMENT MARKINGS

Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
O-1	Type P-2 Raised Pavement Marker	NO BID	NO BID	Each	-----	\$
O-2	Type R-4 Raised Pavement Marker	NO BID	NO BID	Each	-----	\$
P1-O	Mobilization - First Mile: Permanent RPMs	-----	-----	Mile	-----	\$
P2-O	Mobilization - Additional Mile: Permanent RPMs	-----	-----	Mile	-----	\$

TRAFFIC MAINTENANCE

Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
Q-1	Pilot Truck and Driver	NO BID	NO BID	Unit	-----	\$
Q-2	Traffic Control Devices	NO BID	NO BID	Unit	-----	\$
Q-3	Flagger	NO BID	NO BID	Hour	-----	\$
Q-4	Arrow Board	NO BID	NO BID	Day	-----	\$

Aggregate Hauling Surcharge Per County

**Provide Approved A-1 Aggregate Sources. (Reference Contract Specification Section 3.2.7.1)*

Contract Item	Extended Description	Name/Location of Material Supplier/Source	Vendor's Storage Location	UOM	Size of Project	Unit Cost
R-1	Aggregate Hauling Surcharge: Barbour County			Ton	-----	\$
R-2	Aggregate Hauling Surcharge: Berkeley County			Ton	-----	\$
R-3	Aggregate Hauling Surcharge: Boone County			Ton	-----	\$
R-4	Aggregate Hauling Surcharge: Braxton County			Ton	-----	\$
R-5	Aggregate Hauling Surcharge: Brooke County			Ton	-----	\$
R-6	Aggregate Hauling Surcharge: Cabell County			Ton	-----	\$
R-7	Aggregate Hauling Surcharge: Calhoun County			Ton	-----	\$
R-8	Aggregate Hauling Surcharge: Clay County			Ton	-----	\$
R-9	Aggregate Hauling Surcharge: Doddridge County			Ton	-----	\$
R-10	Aggregate Hauling Surcharge: Fayette County			Ton	-----	\$
R-11	Aggregate Hauling Surcharge: Gilmer County			Ton	-----	\$
R-12	Aggregate Hauling Surcharge: Grant County			Ton	-----	\$
R-13	Aggregate Hauling Surcharge: Greenbrier County			Ton	-----	\$
R-14	Aggregate Hauling Surcharge: Hampshire County			Ton	-----	\$
R-15	Aggregate Hauling Surcharge: Hancock County			Ton	-----	\$
R-16	Aggregate Hauling Surcharge: Hardy County			Ton	-----	\$
R-17	Aggregate Hauling Surcharge: Harrison County			Ton	-----	\$
R-18	Aggregate Hauling Surcharge: Jackson County			Ton	-----	\$
R-19	Aggregate Hauling Surcharge: Jefferson County			Ton	-----	\$
R-20	Aggregate Hauling Surcharge: Kanawha County			Ton	-----	\$

**ASPHALT PRESERVATION & PAVEMENT MARKINGS
ATTACHMENT A (ATT A) - PRICING PAGES**

INSTRUCTIONS FOR VENDORS: For bidding, Vendor shall mark with an "X" the Counties that correspond with the pricing on these ATT A Pricing Pages.
Vendor must complete a separate ATT A spreadsheet if pricing will differ per County bid. If additional space for Name/Location of Material Supplier/Source is needed, please include a separate document listing the additional sources, with a reference to their corresponding Contract Item #.

**Provide emulsion/binder sources for applicable Asphalt Preservation Application Items*

R-21	Aggregate Hauling Surcharge: Lewis County			Ton	-----	\$
R-22	Aggregate Hauling Surcharge: Lincoln County			Ton	-----	\$
R-23	Aggregate Hauling Surcharge: Logan County			Ton	-----	\$
R-24	Aggregate Hauling Surcharge: Marion County			Ton	-----	\$
R-25	Aggregate Hauling Surcharge: Marshall County			Ton	-----	\$
R-26	Aggregate Hauling Surcharge: Mason County			Ton	-----	\$
R-27	Aggregate Hauling Surcharge: McDowell County	Appalachian Aggregates	Princeton Bluefield Quarry	Ton	-----	\$25.50
R-28	Aggregate Hauling Surcharge: Mercer County	Appalachian Aggregates	Princeton Bluefield Quarry	Ton	-----	\$18.00
R-29	Aggregate Hauling Surcharge: Mineral County			Ton	-----	\$
R-30	Aggregate Hauling Surcharge: Mingo County			Ton	-----	\$
R-31	Aggregate Hauling Surcharge: Monongalia County			Ton	-----	\$
R-32	Aggregate Hauling Surcharge: Monroe County	Appalachian Aggregates	Lewisburg Alta Quarry	Ton	-----	\$15.42
R-33	Aggregate Hauling Surcharge: Morgan County			Ton	-----	\$
R-34	Aggregate Hauling Surcharge: Nicholas County	Appalachian Aggregates	Lewisburg Alta Quarry	Ton	-----	\$18.90
R-35	Aggregate Hauling Surcharge: Ohio County			Ton	-----	\$
R-36	Aggregate Hauling Surcharge: Pendleton County			Ton	-----	\$
R-37	Aggregate Hauling Surcharge: Pleasants County			Ton	-----	\$
R-38	Aggregate Hauling Surcharge: Pocahontas County	Appalachian Aggregates	Mill Point Quarry	Ton	-----	\$12.90
R-39	Aggregate Hauling Surcharge: Preston County			Ton	-----	\$
R-40	Aggregate Hauling Surcharge: Putnam County			Ton	-----	\$
R-41	Aggregate Hauling Surcharge: Raleigh County	Appalachian Aggregates		Ton	-----	\$22.98
R-42	Aggregate Hauling Surcharge: Randolph County			Ton	-----	\$
R-43	Aggregate Hauling Surcharge: Ritchie County			Ton	-----	\$
R-44	Aggregate Hauling Surcharge: Roane County			Ton	-----	\$
R-45	Aggregate Hauling Surcharge: Summers County	Appalachian Aggregates	Lewisburg Alta Quarry	Ton	-----	\$15.20
R-46	Aggregate Hauling Surcharge: Taylor County			Ton	-----	\$
R-47	Aggregate Hauling Surcharge: Tucker County			Ton	-----	\$
R-48	Aggregate Hauling Surcharge: Tyler County			Ton	-----	\$
R-49	Aggregate Hauling Surcharge: Upshur County			Ton	-----	\$
R-50	Aggregate Hauling Surcharge: Wayne County			Ton	-----	\$
R-51	Aggregate Hauling Surcharge: Webster County			Ton	-----	\$
R-52	Aggregate Hauling Surcharge: Wetzel County			Ton	-----	\$
R-53	Aggregate Hauling Surcharge: Wirt County			Ton	-----	\$
R-54	Aggregate Hauling Surcharge: Wood County			Ton	-----	\$
R-55	Aggregate Hauling Surcharge: Wyoming County	Appalachian Aggregates	Princeton Bluefield Quarry	Ton	-----	\$30.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDD/YYYY)

6/28/2023

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 4900 Libbie Mill East Boulevard, Suite 100 Richmond VA 23230	CONTACT NAME: PHONE (A/C, No, Ext): 804-780-0611 E-MAIL ADDRESS: macoirequest@marshmma.com	FAX (A/C, No): 804-788-8944
	INSURER(S) AFFORDING COVERAGE	
INSURED Slurry Pavers Inc 3617 Nine Mile Rd. Richmond VA 23223	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : The Cincinnati Insurance Company	10677
	INSURER C : RSUI Indemnity Company	22314
	INSURER D : Ohio Casualty Insurance Company	24074
	INSURER E : Colony Insurance Company	39993
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1766056628

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		GLO9809291	3/1/2023	3/1/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
							Medical Expense	\$ 10,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP9809292	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B C D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EUP0645420 NHA101183 ECO2464431563	3/1/2023 3/1/2023 3/1/2023	3/1/2024 3/1/2024 3/1/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC9809290	3/1/2023	3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Blanket Building & Personal Property Special Form			IM257993	3/1/2023	3/1/2024	Limit Deductible	34,480,000 5,000

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

If coverage provided to the additional insured is required by a written contract, limits will be restricted to the lesser of the limit required by the contract or the policy limits shown in the declarations.

West Virginia Department of Transportation Division of Highways is included as Additional Insured under the General Liability with respect to work performed by the insured if required by written contract for the referenced job and/or contract.

CERTIFICATE HOLDER**CANCELLATION**

West Virginia Department of Transportation Division of Highways
 Contract Administration Division
 1900 Kanawha Boulevard East
 Building Five, Room 840
 Charleston WV 25305

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

AUTHORIZED REPRESENTATIVE

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State of West Virginia
Agency Request for Quote

Proc Folder: 1239871		Reason for Modification:	
Doc Description: Asphalt Preservation & Pavement Markings -Statewide 6623C035			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-15	2023-06-29 14:30	ARFQ 0803 DOT2300000125	1

BID RECEIVING LOCATION

BUDGET & PROCUREMENT
DIVISION OF HIGHWAYS
BLDG 5, RM A-317
1900 KANAWHA BLVD E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : SLURRY PAVERS, INC.

Address :

Street : 3617 NINE MILE RD RICHMOND, VA 23223

City :

State :

Country :

Zip :

Principal Contact : F. CARTER DABNEY, PRESIDENT

Vendor Contact Phone: 804-264-0707 **Extension:** 218

FOR INFORMATION CONTACT THE BUYER

Jerry D Rush
304-414-6683
jerry.d.rush@wv.gov

Vendor Signature X *F.C. Dabney*

FEIN#

FIN# 54-0050778

DATE 6/28/2023

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

ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION- BUDGET AND PROCUREMENT DIVISION - THIS IS AN AGENCY OPEN ENDED CONTRACT FOR ASPHALT PRESERVATION & PAVEMENT MARKINGS- STATEWIDE PER THE ATTACHED DOCUMENTS. QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO dotprocurementtechques@wv.gov PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

*****NOTICE*****

WE DO NOT ACCEPT EMAIL BIDS
MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

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

MAKE SURE YOU DOWNLOAD ALL INFORMATION

THE- COMPLETE SOLICITATION-PRICING PAGES-SIGN THE PAGES THAT NEED SIGNED
PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WWSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Asphalt Preservation & Pavement Markings - Statewide	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #
72141103			

Extended Description:
Asphalt Preservation & Pavement Markings -Statewide

Per Attachment A Pricing Pages

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Question Deadline 10:00 A.M.	2023-06-23



State of West Virginia
Agency Request for Quote

Proc Folder: 1239871		Reason for Modification: Addendum 1	
Doc Description: Addendum-1 Asphalt Preservation & Pavement Markings/6623C035			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-28	2023-06-29 14:30	ARFQ 0803 DOT2300000125	2

BID RECEIVING LOCATION

BUDGET & PROCUREMENT
DIVISION OF HIGHWAYS
BLDG 5, RM A-317
1900 KANAWHA BLVD E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : SLURRY PAVERS, INC.

Address :

Street : 3617 NINE MILE RD RICHMOND, VA 23223

City :

State :

Country :

Zip :

Principal Contact : F. CARTER DABNEY, PRESIDENT

Vendor Contact Phone: 804-264-0707 Extension: #218

FOR INFORMATION CONTACT THE BUYER

Jerry D Rush
304-414-6683
jerry.d.rush@wv.gov

Vendor
Signature X

F.C. Oley

FEIN#

FIN# 54-0850778

DATE

6/28/2023

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

ADDITIONAL INFORMATION

Addendum 1 is issued for the following reasons:

1. To attach the vendor questions and responses

No other changes

INVOICE TO | **SHIP TO**

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Asphalt Preservation & Pavement Markings - Statewide	0.00000	SY		

Comm Code	Manufacturer	Specification	Model #
72141103			

Extended Description:

Asphalt Preservation & Pavement Markings -Statewide

Per Attachment A Pricing Pages

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Question Deadline 10:00 A.M.	2023-06-23

SOLICITATION NUMBER: ARFQ DOT2300000125

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.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum 1 is issued for the following reason:

1. To Attach Vendor Question with Agency Answer. Bid close remains 06/29/2023 at 2:30 P.M.

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

Revised 6/2012

Technical Questions and Agency Answers

ARFQ DOT2300000125

Asphalt Preservation & Pavement Markings -Statewide 6623C035

Technical Question (1): Are there wage rate associated with this? if so, would you be able to send them to me?

Agency Answer (1): This contract does not involve wage rates and Contract Items bid by Vendors are to include all materials, delivery, labor, and traffic maintenance, which is stated within the specifications.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DOT2300000125

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

SLURRY PAVERS, INC.

Company

F. C. Oly

Authorized Signature

6/28/2023

Date

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

**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. 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.

3A. 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: Asphalt Preservation & Pavement Markings -Statewide 6623C035
BUYER: JERRY RUSH
SOLICITATION NO.: DOT2300000125
BID OPENING DATE: 06/29/2023
BID OPENING TIME: 2:30 P.M.
FAX NUMBER: 304-558-0047

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

10. 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: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

10A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

12. 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.

13. 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.”

14. 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.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____
Award _____ and the initial contract term extends until one(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 three(3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

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

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

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

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

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

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.

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

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

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

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

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

Construction: This Contract is for construction activity more fully defined in the specifications.

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

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

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

WV Contractors License

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

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

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

Vendor must maintain:

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

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 _____ per
occurrence.

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

Commercial Crime and Third Party Fidelity Insurance in an amount of:
_____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

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

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

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 www.state.wv.us/admin/purchase/privacy.

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

36. 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 hearth, 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.

F. CARTER DABNEY, PRESIDENT

(Printed Name and Title)

3617 NINE MILE RD RICHMOND, VA 23223

(Address)

804-264-0707 804-264-0219

(Phone Number) / (Fax Number)

cdabney@slurrypavers.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.

SLURRY PAVERS, INC.

(Company)

(Signature of Authorized Representative)

F. CARTER DABNEY, PRESIDENT

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

Revised 09/12/2022

REQUEST FOR QUOTATION
Asphalt Preservation and Pavement Markings

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end, multiple award contract for asphalt preservation, asphalt preventative maintenance, pavement markings, and surface repair projects throughout the state of West Virginia. Vendors shall provide all necessary materials, delivery, labor, and traffic maintenance.

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 **“APLS” or “Approved Product and Source List”** - A list of approved products and sources that meet the preservation, safety, and performance standards set by the WVDOH Materials Control, Soils and Testing Division (“MCS&T”). Reference:
https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx

 - 2.3 **“Arm’s Length Transaction”** - A transaction between two independent and unrelated parties in which both parties are acting in their own self-interest.

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

 - 2.5 **“ASTM”** - The American Society for Testing and Materials. Reference:
www.astm.org

 - 2.6 **“ATT A,” “Pricing Pages,” or “Attachment A,”** - The schedule of prices attached hereto as Attachment A (“ATT A”) and used to evaluate Solicitation responses.

 - 2.7 **“Contract Item(s)” or “Item(s)”** - The list of items available for a Vendor to provide pricing as identified in Section 3.2 of this Solicitation and referenced throughout.

 - 2.8 **“Contractor” or “Vendor”** - Interchangeably used throughout this Solicitation and in any cited Section 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

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

- 2.9 “FOB” or “Free on Board”** - Indicates that the price for goods includes delivery at the Vendor’s expense to a specified point, and that the Vendor retains liability for loss or damage until the goods are delivered.
- 2.10 “Liquidated Damages”** - Monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted in Section 6.3.1 of these specifications.
- 2.11 “MCS&T”** – The Materials Control, Soils and Testing Division of the West Virginia Division of Highways. Reference:
<https://transportation.wv.gov/highways/mcst/Pages/default.aspx>
- 2.12 “MP” or “Material Procedures”** – A list of procedures associated with the sampling, testing, reporting, and inspection of materials set by the WVDOH Materials Control, Soils and Testing Division (“MCS&T”). Reference:
<https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>
- 2.13 “MTTC”** - The Manual on Temporary Traffic Control for Streets and Highways, 2006 Edition (as amended). Reference the WVDOH Traffic Engineer website for the latest version:
<https://transportation.wv.gov/highways/traffic/Pages/default.aspx>
- 2.14 “RPM” or “Raised Pavement Markers”** – Safety devices used on roads that include a lens or sheeting to enhance their visibility by reflecting automotive headlights and used to show roadway alignment or to replace or supplement other pavement markings.
- 2.15 “Solicitation”** - The official notice of an opportunity to supply the State with goods or services.
- 2.16 “Standard Specs”** - 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.
- 2.17 “WVDOH” or “Agency”** - The West Virginia Division of Highways.

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3. GENERAL REQUIREMENTS:

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

Materials and equipment used in the performance of this contract shall conform, but are not limited to, the requirements of Sections 401, 403, 405, 407, 408, 420, 636, 663, 702, 703, 705, 708, and 715, as amended.

Free electronic copies of the Standard Specs and Supplementals are available at: <https://transportation.wv.gov/highways/TechnicalSupport/specifications/Pages/default.aspx>.

NOTE: While Contract Items reference the subject WVDOH Standard Specs, all other relevant sections of the Standard Specs still apply. Where any conflict may exist between this solicitation and the WVDOH Standard Specs, the WVDOH Standard Specs shall take precedence.

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide the WVDOH 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 Pre-Paving Meeting: Upon acceptance of an ADO, pre-paving meetings shall be considered incidental and at the Vendor's expense. Prior to the beginning of an asphalt preservation project, the WVDOH District Engineer or designee will arrange to meet Vendor to review and discuss the following:

- A detailed work schedule.
- The maintenance of traffic.
- The calibration of equipment.
- The Job Mix Formula previously submitted to the WVDOH District Engineer or designee.
- Equipment inspections, including transport units.

3.2.2 Materials and Equipment: In addition to the requirements of the Standard Specs sections referenced herein, material and equipment used to perform work under this contract shall meet or exceed requirements set within referenced APLS or MP guidelines. **It is the responsibility of the Vendor to ensure the utilization of approved products and sources for work performed under this contract.** Reference:

<https://transportation.wv.gov/highways/mcst/Pages/default.aspx>

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3.2.3 Traffic Maintenance: The maintenance of traffic shall be provided by Vendor and coordinated with the WVDOH District Engineer or designee at the pre-paving meeting. While undergoing improvements, the project site shall be kept open to traffic in such condition that both local and through traffic will be adequately and safely accommodated. All improvement operations shall be scheduled to keep traffic delays to a minimum.

3.2.3.1 Traffic Control Services (Contract Items Q1-Q4): In accordance with Standard Specs Section 636, Vendor shall provide each of the following and bid one (1) price per unit of measure on **ATT A:**

- Pilot Truck and Driver
- Traffic Control Devices
- Flaggers
- Arrow Boards

3.2.3.2 Surface Protection: Vendor shall be responsible for surface protection against damage by vehicles, equipment, and personnel. Traffic shall not be permitted on any part of the treated surface until it has cured sufficiently. The new surface must be able to carry normal traffic without damage within one hour of application. Vendor shall repair any damage to the mixture caused by vehicles, equipment, and personnel and will assume all costs associated with such repair.

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

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

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- 3.2.6 Surface Preparation:** Vendors must ensure that the roadway is cleaned and appropriately prepared prior to the start of work and include surface preparation in its bid price for all asphalt preservation Contract Items, except for the Items listed below, which shall be bid individually.
- 3.2.6.1 Removal of Pavement Markings (Contract Items L1-L3):** Pavement Markings and Thermoplastic Markings shall be removed per Standard Specs Sections 405, 420, and 663, except when the project plans indicate an alternative. Vendor shall bid one price per unit of measure indicated on **ATT A**.
- 3.2.6.2 Crack Sealing, 1” or Less (Contract Item K):** The sealing of cracks measuring 1” or less shall consist of cleaning and filling voids in asphalt or in concrete pavement as required in Standard Specs Section 403. Vendor shall bid one price per linear foot on **ATT A**.
- 3.2.6.3 Hot-Applied Asphalt Mastic (“HAM”) Treatment (Contract Item E):** The sealing of cracks measuring larger than 1.5” shall require cleaning and the use of HAM Treatment. HAM treatment must be applied in accordance with the requirements established in Exhibit 1 (“EXH 1”) - Project Specific Special Provision Section 403 *Hot-Applied Asphalt Mastic (HAM) Treatment*. Vendor shall bid one price per pound on **ATT A**. Reference the most recent APLS for *Products for Highway Maintenance* at:
https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.a.spx.
- 3.2.7 Asphalt Preservation Applications:** Emulsion and binder sources must be provided on **ATT A** for the applicable Asphalt Preservation Application Items. For Asphalt Preservation Applications that utilize emulsions or binders, reference the most recent APLS for *Certified Bituminous Materials* at: https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx.
- 3.2.7.1 Chip Seal (Contract Item A1-A5):** In accordance with Standard Specs Section 405, Vendor shall provide all materials, equipment, and labor for chip seal applications and bid one price per square yard on **ATT A**.
- 3.2.7.1.1** Cationic emulsified asphalt shall conform to the requirements of AASHTO M 208 per WVDOH Standard Specs, Section 705.11.
- 3.2.7.1.2** Anionic emulsified asphalt shall conform to the requirements of AASHTO M 140, per WVDOH Standard Specs, Section 705.4.

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- 3.2.7.1.3** Polymer-modified cationic emulsified asphalt shall conform to the requirements of AASHTO M 316, Per WVDOH Standard Specs Section 705.12. A surcharge can be added for supplying Polymer Modified Cationic Emulsified Asphalt if requested on the Delivery Order.
- 3.2.7.2 Fog Seal (Contract Item B):** In accordance with Standard Specs Sections 405 and 407, Vendor shall provide all materials, equipment, and labor for fog seal applications. Vendor shall bid one price per square yard on **ATT A**.
- 3.2.7.3 Tack Coat (Contract Item C):** In accordance with Standard Specs Sections 408 and 420, Vendor shall provide all materials, equipment, and labor for tack coat applications. Vendor shall bid one price per square yard on **ATT A**.
- 3.2.7.4 Stress Absorbing Membrane Interlayer (“SAMI”) Seal: (Contract Item D):** Vendor shall provide material, equipment, and labor for placing SAMI seal as an interlayer between existing distressed pavements and a surface course of asphalt to reduce reflective cracking. SAMI seal must be applied in accordance with requirements established in Exhibit 2 (“**EXH 2**”) – Project Specific Special Provision Section 407 *Asphalt Stress Absorbing Membrane Interlayer Fiber Sami Seal*. Vendor shall bid one price per square yard on **ATT A**.
- 3.2.7.5 Asphalt Emulsion Slurry Seal Coat (Contract Item F):** Vendor shall provide all materials, equipment, and labor for the application of Asphalt Emulsion Slurry Seal Coat in accordance with requirements established in Exhibit 3 (“**EXH 3**”) Project Specific Special Provision Section 425 *Asphalt Emulsion Slurry Seal Coat*. Vendor shall bid one price per square yard on **ATT A**.
- 3.2.7.6 Micro Surface, Types 2FA & 3FA (Contract Items G1-G5):** In accordance with Standard Specs Section 420, Vendor shall provide all materials, equipment, and labor for Micro Surface single and multiple course applications. Vendor shall bid one price per square yard on **ATT A**.
- 3.2.7.7 Micro Surface, Rut Fill (Contract Item H):** In accordance with Standard Specs Section 420, Vendor shall provide all materials, equipment, and labor needed for completion of Rut Fill. Vendor shall bid one price per ton on **ATT A**.

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3.2.8 Pavement Markings: Upon completion of Asphalt Preservation applications, pavement markings shall be installed at their original locations, except when project plans indicate otherwise. Permanent painted line striping is not available under this contract. **For the removal of pavement markings, reference Section 3.2.6.1 of these contract specifications.**

3.2.8.1 Temporary Pavement Markings (Contract Item M1-M5): Temporary pavement markings and temporary RPMs shall be installed in accordance with Standard Specs Sections 420, 636 and 663. Vendor shall bid one price per unit of measure on **ATT A**. Temporary Pavement Markings type VII-A, VII-B, and VII-C must be from an APLS source, as listed in the most recent APLS Material Codes for each Temporary Pavement Markings type. Reference: https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx

3.2.8.2 Permanent Type V Pre-Formed Pavement Markings (Contract Item N): Type V Pre-Formed Pavement Markings must be installed in accordance with WVDOH Standard Specs Sections 420, 663 and 715. Vendor shall bid one price per unit of measure on **ATT A**. All Type V Pre-Formed Pavement Markings must be produced by a certified manufacturer, as listed in the most recent APLS Material Code *715.040.002 - Type V Pavement Markings*. Reference: https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx

3.2.8.3 Permanent Raised Pavement Markings (Contract Item O1-O2): Permanent RPM's must be stored and installed in accordance with Standard Specs sections 420, 663, 715, and the Revised Standard Detail Raised Pavement Marker Types "P" and "R." Reference Exhibit 4 ("**EXH 4**"). Vendor shall bid one price per installed marker on **ATT A**.

3.2.8.3.1 All Type P-2 RPMs must be produced by a certified manufacturer listed on the APLS, as listed on the most recent APLS Material Code – *715.040.002 – Type P-2 Raised Pavement Markers*. Reference: https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx

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3.2.8.3.2 Type R-4 RPMs must meet all ASTM D4280 standards addressed in Standard Specs section 715.40.6.2

3.2.9 Surface and Quality Control: The finished pavement surface and work performed shall meet all quality standards established in the Standard Specs referenced herein for the application used. If the finished surface or work fails to meet required standards, work must stop immediately, and the appropriate corrective action must be determined. Corrections will be reviewed and approved by the District Engineer or designee before resuming production.

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

3.4 Aggregate Hauling Surcharge - per County (Contract Items R1-R55): Vendor shall provide its aggregate sources and bid one price per ton, per county or counties bid. For all Asphalt Preservation Applications utilizing aggregates, reference the most recent APLS for *Approved A-1 Aggregate Sources* at:
https://transportation.wv.gov/highways/mcst/Pages/APL_By_Number.aspx

Vendors should determine their sources of aggregate for each county bid and determine the cost to transport the aggregate to any location within the county being bid. Vendors may use any distance in that calculation, but it is anticipated that an average distance from the aggregate source to a project site will be used. The WVDOH shall use the following formula when calculating the hauling surcharge, converting the per square yard of chip seal or SAMI to tons of aggregate required for SAMI and light, single, double, and triple course treatments:

- Chip Seal, Light:
Item A1 (Size of Project) x 0.01 = ___ Tons of Aggregate
- Chip Seal, Single:
Item A2 (Size of Project) x 0.01 = ___ Tons of Aggregate
- Chip Seal, Double:
Item A3 (Size of Project) x 0.0225 = ___ Tons of Aggregate
- Chip Seal, Triple:
Item A4 (Size of Project) x 0.040 = ___ Tons of Aggregate
- SAMI:
Item D (Size of Project) x 0.01 = ___ Tons of Aggregate

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3.5 Mobilization (Contract Items P1 & P2): For Contract Items allowing mobilization to be paid, Contract Item P1 and P2 will be listed within each Contract Item grouping. Mobilization shall be defined as a one-time, one-way transport of equipment from a Vendor's storage site (as provided on **ATT A**) to a WVDOH project site. Vendor shall calculate its transport fees and include those costs in its pricing for first mile mobilization (**Contract Items P1**) and provide per-mile pricing for each additional mile (**Contract Items P2**) on **ATT A**. Bidding for mobilization in any form other than cost per mile will be grounds for disqualification of Vendor's bid. The WVDOH will provide project site information to Vendor on the ADO.

3.5.1 If Vendor has multiple projects or, its equipment will be traveling from one WVDOH project site to another, only additional mile mobilization will be paid from project site to project site or, from the Vendor's storage site to the project site, whichever is less mileage. The WVDOH will provide project site locations to Vendor on the ADO.

3.5.2 The WVDOH shall calculate mileage by utilizing "Google Maps" or a similar source for routing from the Vendor's storage site to the WVDOH project site. The WVDOH, at its own discretion, will decide the route to be taken in the event of bridge and/or other road restrictions.

3.6 MATERIAL ACCEPTANCE CRITERIA: Materials found not to be in compliance with the requirements of this contract or, work appears to be unacceptable upon visual inspection by the WVDOH District Engineer or designee, the work may be rejected, removed, and replaced at the Vendor's expense, except where price adjustments have been established within the Standard Specs.

4. CONTRACT AWARD:

4.1 Contract Award: This Contract is intended to provide Agencies with a purchase price on all Contract Items. Vendors may bid any one or combination of Contract Items on **ATT A**. All qualified responsible Vendors shall be awarded a contract for those Items bid that meet the mandatory requirements of this Contract. The WVDOH reserves the right to request any one or combination of items for which bids are awarded at the lowest overall total cost, as described in this section.

4.1.1 Determining Low Bid Per Project: To determine the low bid Vendor for individual projects within a county, the WVDOH District Engineer or designee will calculate the lowest overall total cost of Contract Items required for each specific project's needs. For each Contract Item or service necessary for a project's completion, the WVDOH will calculate the lowest overall total cost of the Contract Items needed and coordinate the execution of work with each low-bid Vendor. If a selected low bid Vendor is not

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available to perform work at the requested project site, the WVDOH will offer the work to the next low bid Vendor for that Contract Item or service.

- 4.2 Pricing Pages, Attachment A (“ATT A”):** ATT A contains a list of Contract Items with no guarantee that any Contract Item will be purchased throughout the life of this contract. Vendor may bid any or all Contract Items on ATT A and should complete ATT A in its entirety for the Contract Items and County or Counties it intends to bid. A WVDOH District/County Map is also provided as Exhibit 5 (“EXH 5”). Vendor shall factor into their bid prices all materials, equipment, and labor required to provide Contract Items. Vendors may bid any or all Counties or Districts. Failure to complete ATT A in its entirety may result in the 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.
- 4.2.1** Vendor should provide the name and location of the material supplier/source and storage locations for Items bid or provide a supplemental attachment if additional space is needed. Contract Items requiring use of the APLS will be disqualified if the material supplier/source and storage locations are not provided or if the source/product is not WVDOT Approved.
- 4.2.1.1** Manufacturers seeking APLS consideration may source MP 106.00.03 - *Guidelines for Establishing and Maintaining Approved Product Lists of Materials, Systems and Sources*. Reference: <https://transportation.wv.gov/highways/mcst/Pages/MP-100s.aspx>
- 4.2.2** Vendor should type or electronically enter the information into the ATT A spreadsheet to prevent errors in the evaluation. In most cases, the Pricing Pages are available in wvOASIS within the solicitation attachments. However, Vendors may request an electronic copy of the Pricing Pages spreadsheet for bid purposes by sending an email request to the following address: DOTProcurement@wv.gov.
- 4.2.3** Changing a column or row description, Contract Item description, or unit of measure on ATT A, shall result in the disqualification of the Contract Item bid on the altered line.
- 4.2.3.1** 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.
- 4.2.3.2** Vendor entries of bid prices or other notations made in wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

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- 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.
- 4.4 Price Adjustments:** In the event of a significant price increase of products or services utilized to perform under this Contract, by no fault of the Vendor, the contract pricing, may be equitably adjusted by change order as more fully described below.
- 4.4.1** A change in price may be considered if the price of the component material or equipment increases significantly from the original bid amount.
- 4.4.2** Any request for a price increase under this clause must be supported by price quotes for the component material or equipment for which a change is being sought; invoices showing amounts actually paid for the component materials or rental equipment; and any other evidence that supports the increase request.
- 4.4.3** Quotes provided to support the price increase request must be the quotes that Vendor actually relied on when submitting its bid and both the quote and the amount ultimately paid must have resulted from an arm's length transaction with an unrelated party.
- 4.4.4** Vendor must also show that a significant price increase would have been incurred if the owner had purchased the material or rental equipment directly from the supplier.
- 4.4.5** Price adjustments will be granted or denied at the sole and absolute discretion of the State.
- 4.4.6** Price adjustments will only be considered annually at the contract expiration/renewal date. Vendor must submit price adjustment requests 60 days prior to the expiration/renewal date to be considered.
- 4.4.7** Vendor documentation for price adjustments shall be submitted to DOHOperationsProcurement@wv.gov for initial review.

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4.4.8 Price adjustments shall be memorialized by a written Change Order which must be reviewed and approved by the Budget and Procurement Division, to be effective. Adjusted pricing will not take effect until the effective date of such Change Order and cannot be retroactive.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, email address, locations, and ordering/billing/payment addresses with the 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”): Agency personnel will initiate an ADO based on each project’s requirements, 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 Agency 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 to initiate an order with the vendor is not considered an official Agency Delivery Order.** In the event the vendor declines an ADO or if there are changes made, the Agency must process a change order to the approved ADO issued from wvOASIS.

5.2.1 Lead Time: The WVDOH should plan accordingly to allow the Vendor a minimum of 14 calendar days prior to the agreed upon start date on the ADO to allow Vendor adequate time to mobilize and begin work.

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

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5.3.1 Inspection and Approval: The WVDOH will approve payment at such time as work, as indicated on the ADO, has been completed in accordance with these contract specifications and have been verified by a WVDOH District Engineer or their designee.

6. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

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

6.2 Delivery Time: In accordance with Section 5 and the terms of this contract, the work shall be scheduled by the WVDOH. The Vendor shall mobilize, commence, and complete work delivery in accordance with the WVDOH's written ADO, per project. Any changes must be communicated by the Vendor in writing to the WVDOH District Engineer or their designee. The Vendor shall work in an efficient manner in effort to keep traffic delay to a minimum and traffic must be adequately and safely accommodated. Vendor shall ship/provide all orders in accordance with the dates assigned to each project per the ADO and shall not hold orders until a minimum delivery quantity is met. **No Vendor is authorized to ship project related goods or begin work/services, nor is the WVDOH authorized to receive materials, prior to the issuance of an ADO.**

6.3 Late Delivery: The Agency placing an ADO under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order and obtaining Contract Items from the next low bid Vendor or proceeding with an Emergency Purchase from the open market.

The Agency placing an 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 from 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.

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

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

6.3.2 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 of 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.

6.4 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost/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 WV-39 Blanket Release Order. At no time shall property belonging to the West Virginia Department of Transportation be utilized as a lay-

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down or storage facility by the vendor, or items left with the intention of being distributed to an alternate location.

- 6.5 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 6.3.1 of these Contract Specifications.
- 6.6 Return of Unacceptable Items:** The decision of the WVDOH District Engineer or their designee regarding materials, workmanship, quality etc., shall be final per Specs Section 105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either arrange for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.7 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.

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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. MICELLANEOUS:

- 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.

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- 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: Jordan Tarsovich
Telephone Number: 804-264-0707
Fax Number: 804-264-0219
Email Address: jordan.tarsovich@slurrypavers.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.