



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

Request for Quotation

| |
|------------|
| RFQ NUMBER |
| 859C2056 |

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| PAGE |
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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| MICHAEL AUSTIN 304-558-2402 |

VENDOR

*709015521 724-887-8096
 GREEN ACRES CONTRACTING CO
 PO BOX 463
 SCOTTDAL PA 15683

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

| | | | | |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 05/20/2009 | | | | |

BID OPENING DATE: 06/03/2009 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------------|
| 0001 | 1 | JB | | 765-43 | | \$224,111.50 |
| INSTALL, REMOVE, AND REPLACE RAISED PAVEMENT MARKERS OPEN END CONTRACT TO PROVIDE INSTALLATION, REMOVAL, AND/OR REPLACEMENT OF TYPE P-2 RAISED PAVEMENT MARKER (RPM) CASTINGS AND/OR REFLECTORS STATEWIDE FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL | | | | | | |

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 2009 JUN -2 P 10:02
 PURCHASING DIVISION
 STATE OF WV

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| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE | TELEPHONE | DATE | |
| | 724-887-8096 | 6/01/09 | |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE | |
| Vice President | 25-1271209 | | |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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|---|----------|-----|----------|-------------|------------|--------|
| <p>BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
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| <p>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR VARIOUS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> | | | | | | |

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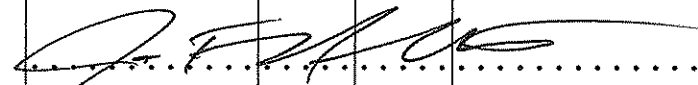
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| EXHIBIT 10 | | | | | | |
| ADDENDUM ACKNOWLEDGEMENT | | | | | | |
| I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. | | | | | | |
| ADDENDUM NOS.: | | | | | | |
| NO. 1 | | | | | | |
| NO. 2 | | | | | | |
| NO. 3 | | | | | | |
| NO. 4 | | | | | | |
| NO. 5 | | | | | | |
| I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS. | | | | | | |
| VENDOR MUST CLEARLY 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. | | | | | | |
| SIGNATURE | | | | | | |
| GREEN ACRES CONTRACTING COMPANY, INC.COMPANY | | | | | | |

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| CONCERNING THIS QUOTE: ----- James F. Humberston ----- ***** THIS IS THE END OF RFQ 859C2056 ***** TOTAL: <u>\$224,111.50</u> | | | | | | |

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| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE | |
| Vice President | 25-1271209 | | |

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TYPE P-2 RAISED PAVEMENT MARKER (RPM) **INSTALLATION AND MAINTENANCE**

DESCRIPTION

The purpose of this Contract is to install, remove, and/or replace Type P-2 Raised Pavement Marker (RPM) Castings and/or Reflectors statewide as directed by each District.

BID ITEM DESCRIPTIONS

Bid Item 01 - "Mobilization" – See **MOBILIZATION** section.

Bid Item 02 - "Complete RPM, Including Materials - Asphalt" shall consist of the complete installation of a Type P-2 Raised Pavement Marker (casting with reflector pre-installed). The manufacturer / model RPM to be installed shall be a model RPM included in the RPM Approved Products Listing (APL), as determined by the WVDOH Traffic Engineering Division. Unless prior agreement is made between the Contractor and the District, one specific RPM model, of the Contractor's choosing, shall be used on the entire Release Order. The quantities indicated on the Release Order issued by the District shall be considered estimated quantities only. It shall be the Contractor's responsibility to verify the exact quantity of RPM's required. This item shall include material and labor for complete RPM installation in an asphalt surface. The Contractor shall follow the casting manufacturer's recommendations, as well as the general specifications included in this Contract, for installation of all items. Work performed under this bid item shall be subject to the **CONTRACTOR'S CASTING WARRANTY** specifications included in this Contract.

Bid Item 03 - "Complete RPM, Including Materials - Concrete" shall consist of the complete installation of a Type P-2 Raised Pavement Marker (casting with reflector pre-installed). The manufacturer / model RPM to be installed shall be a model RPM included in the RPM Approved Products Listing (APL), as determined by the WVDOH Traffic Engineering Division. Unless prior agreement is made between the Contractor and the District, one specific RPM model, of the Contractor's choosing, shall be used on the entire Release Order. The quantities indicated on the Release Order issued by the District shall be considered estimated quantities only. It shall be the Contractor's responsibility to verify the exact quantity of RPM's required. This item shall include material and labor for complete RPM installation in a concrete surface. The Contractor shall follow the casting manufacturer's recommendations, as well as the general specifications included in this Contract, for installation of all items. Work performed under this bid item shall be subject to the CONTRACTOR'S CASTING WARRANTY specifications included in this Contract.

Bid Item 04 - "RPM Casting, Installation Only - Asphalt" shall consist of the complete installation of a Type P-2 Casting to be supplied to the Contractor by the Division of Highways. The manufacturer / model RPM to be installed shall be a model RPM included on the current RPM Approved Products Listing (APL) effective on the date of advertisement of this Contract, as determined by the WVDOH Traffic Engineering Division. The manufacturer / model casting to be installed shall be chosen and specified by the issuing District on the Release Order. The quantities indicated on the Release Order issued by the District shall be considered estimated quantities only. It shall be the Contractor's responsibility to verify the exact quantity of castings required. The Contractor shall return all unused castings to the issuing District. The Contractor's bid price for this item shall include installation on an asphalt surface. The Contractor shall follow the casting manufacturer's recommendations, as well as the general specifications included in this Contract, for installation. Work performed under this bid item shall be subject to the CONTRACTOR'S CASTING WARRANTY specifications included in this Contract.

Bid Item 05 – “RPM Casting, Installation Only - Concrete” shall consist of the complete installation of a Type P-2 Casting to be supplied to the Contractor by the Division of Highways. The manufacturer / model RPM to be installed shall be a model RPM included on the current RPM Approved Products Listing (APL) effective on the date of advertisement of this Contract, as determined by the WVDOH Traffic Engineering Division. The manufacturer / model casting to be installed shall be chosen and specified by the issuing District on the Release Order. The quantities indicated on the Release Order issued by the District shall be considered estimated quantities only. It shall be the Contractor's responsibility to verify the exact quantity of castings required. The Contractor shall return all unused castings to the issuing District. The Contractor's bid price for this item shall include installation on a concrete surface. The Contractor shall follow the casting manufacturer's recommendations, as well as the general specifications included in this Contract, for installation. Work performed under this bid item shall be subject to the **CONTRACTOR'S CASTING WARRANTY** specifications included in this Contract.

Bid Item 06 - “RPM Reflector Installation, Including Materials” shall consist of the complete installation of a Type P-2 RPM Reflector. The manufacturer / model reflector to be installed shall be a model reflector included in the RPM Approved Products Listing (APL), as determined by the WVDOH Traffic Engineering Division, subject to any restrictions placed on particular reflectors as noted on the APL. Unless prior agreement is made between Contractor and the District, one specific reflector model, of the Contractor's choosing, shall be used on the entire Release Order. Note that this may not be possible in all cases due to different model castings which require different size reflectors per Release Order. In this case, the same reflector model shall be used for each size RPM reflector model required. Unless the Release Order indicates that Avery Model 98 castings are including as all, or part of, the Release Order, standard size reflectors may be used. The quantities indicated on the Release Order issued by the District shall be considered estimated quantities only. It shall be the Contractor's responsibility to verify the exact quantity of reflectors required. This item shall include material and labor, including the removal of existing reflectors. The Contractor shall follow the reflector manufacturer's recommendations, as well as the general specifications included in this Contract, for installation.

Bid Item 07 - "RPM Reflector, Installation Only" shall consist of the complete installation of a Type P-2 RPM Reflector to be supplied by the DOH. The manufacturer / model reflector to be installed shall be a model reflector included on the current RPM Approved Products Listing (APL) effective on the date of advertisement of this Contract, as determined by the WVDOH Traffic Engineering Division. The manufacturer / model reflector to be installed shall be chosen and specified by the issuing District on the Release Order. The quantities indicated on the Release Order issued by the District shall be considered estimated quantities only. It shall be the Contractor's responsibility to verify the exact quantity of reflectors required. The Contractor shall return all unused reflectors to the issuing District. This item shall include all labor required to install the supplied reflectors, including the removal of existing reflectors. The Contractor shall follow the reflector manufacturer's recommendations, as well as the general specifications included in this Contract, for installation.

Bid Item 08 - "Shadow Vehicle" - Shall be paid on a per day basis for Shadow Vehicles required to be used for mobile operations and as determined by or agreed by the District to be necessary in other traffic control setups for the safe completion of the work. A Shadow Vehicle is defined as a standard truck weighing between 10,000 GVW and 24,000 GVW maximum, and shall be equipped with a flashing or yellow rotary beacon which can be seen from all directions, and a truck mounted attenuator (TMA) mounted on the rear. One unit of Bid Item 08 shall be paid for each Shadow Vehicle used, per Release Order, per day of use.

Bid Item 09 - "Traffic Director" - Shall be paid on an hourly basis for Traffic Directors determined by or agreed to by the District to be necessary for the safe completion of the work. A Traffic Control Director is defined as an off duty police officer, provided by the Contractor, having all of the necessary equipment including uniform and properly identified police vehicle so that the public recognizes the law enforcement power of the individual. One unit of Bid Item 09 shall be paid for each hour that the Traffic Control Monitor is present within the work zone and actual work operations, including traffic control device setup and removal, are being performed.

Bid Item 10 – “Changeable Message Board” - Shall be paid on a per day basis for Changeable Message Boards required to be used for mobile operations or otherwise determined by or agreed to by the District to be necessary in other traffic control setups for the safe completion of the work . One unit of Bid Item 10 shall be paid for each Changeable Message Board used per Release Order, per day of use.

MOBILIZATION

The method of measurement for Mobilization will be lump sum, per each Release Order, per District.

The Contractor is entitled to payment under Bid Item 01 only once under each Release Order, except in the event that work is requested to begin immediately in another District by the WVDOH before completion of work in the initial District is finished.

If more than two (2) Release Orders are issued for a particular District between the award date of this Contract and the renewal date of this Contract, or between successive renewal dates, or between the last renewal date and the Contract expiration date, Mobilization for that particular District, for each Release Order in excess of the second, shall be paid to the Contractor at a rate of 1.5 times the rate specified by the Contractor under Bid Item 01.

For example, after award of the Contract, The 1.5 rate shall apply to the Mobilization charge for the third, and each subsequent Release Order, issued for the particular District up to the Contract renewal date. In the event that the Contract is renewed for an additional year, the Mobilization for the first two (2) Release Orders for each particular District dated after the renewal date shall again be paid at the regular Mobilization rate specified under Bid Item 01, and each subsequent Release Order for each particular District shall again be paid at the 1.5 rate until the Contract is renewed again, or expires.

COMPLETION

The Contractor shall have sixty (60) calendar days ARO to complete each Release Order, dependent upon weather constraints. In the event that the Contractor does not meet the sixty (60) day requirement, the Contractor shall be assessed liquidated damages per Release Order, per calendar day in an amount based on in Table 108.7.1 of the Standard Specifications manual. The total monetary value shown on the Release Order shall be used as the "Original Contract Amount" in determining the rate to be charged. Calendar days from November 1st of the current year up to April 1st of the following year shall not be charged against the Contractor.

In the event that warranty work is required to be performed per the **CONTRACTOR'S CASTING WARRANTY** specifications, the Contractor will be required finish warranty work for a particular Release Order within sixty (60) calendar days, with the date that the Contractor receives official documented notification from the DOH to be considered the "Receipt of Order" date. Liquidated Damages shall be calculated as described above using the original monetary value of the Release Order for which the warranty work is required as the "Original Contract Amount" value. Calendar days from November 1st of the current year up to April 1st of the following year shall not be charged against the Contractor.

TRAFFIC CONTROL NOTES

All traffic control shall be in accordance with Section 636 of the "WV Department of Transportation, Division of Highways' Standard Specifications, Roads and Bridges" (Standard Specifications), adopted 2000, the latest edition of the Standard Specifications "Supplemental Specifications", and the "Manual On Temporary Traffic Control For Streets and Highways", 2006 (latest printing).

The Contractor shall limit lane closures to a maximum of three (3) miles in length.

Mobile operations, as described in the above mentioned Traffic Control Manual, shall be allowed in order to perform work under Bid Items 06 and 07 only. Follow typical case E7. The optional Truck Mounted Attenuators shall be considered mandatory as part of this Contract. Two protection vehicles shall be utilized if possible. If adequate shoulder area does not exist for protection vehicle 2, either one of the following options shall be followed:

- protection vehicle 2 shall be removed from the operation, or
- protection vehicle 2 shall be moved into the closed lane and the message on the arrow board shall be changed from caution mode to flashing arrow mode, and the advance warning sign mounted to protection vehicle 2 shall be removed.

In addition to the items shown in case E7, at least one set of dual mounted advance warning signs shall be maintained at least one (1) mile, but no more than two (2) miles, prior to the first protection vehicle. The advance warning signs shall be 48"x48", and should read "LEFT LANE CLOSED AHEAD", or "RIGHT LANE CLOSED AHEAD", as appropriate. If determined to be necessary or agreed to by the District, the Contractor shall also provide one or more Traffic Directors within or prior to the mobile work zone, as directed. Also, if determined to be necessary or agreed to by the District, one or more Changeable Message Signs (CMS's) may be utilized prior to the required advance warning signs. The messages on and placement of the CMS's shall be as determined appropriate by the District. Each protection vehicle used as described above shall be paid for under Bid Item 08 – "Shadow Vehicle".

At the end of each day's work, the Contractor and the inspector provided by the Division shall agree upon the number of units of Bid Items 08, 09, and 10 to be paid.

The Contractor shall adhere to any applicable special traffic control restrictions, such as restrictions on lane closures during peak traffic hours, for the area where the work is to be performed. Information regarding restrictions will normally be noted on the Release Order issued by the District. However, it shall be the Contractor's responsibility to verify any applicable traffic control restrictions, if any, prior to proceeding with the planned work.

Unless night work is determined to be necessary and/or acceptable by the District, all work shall be performed during daylight hours.

The cost of all Traffic Control devices and operations, other than those covered under Bid Items 08, 09, and 10, shall be bid incidental by the Contractor. This shall include signs, cones, flaggers, pilot trucks, and any other common devices not noted.

It shall be the Contractor's responsibility to coordinate, through the District Construction office, traffic control with any adjacent or overlapping project.

INSTALLATION AND RENOVATION SPECIFICATIONS

Materials and installation shall be in accordance with any applicable specifications included within this Contract and the casting / reflector manufacturer's recommendations.

General specifications regarding installations and renovations are as follows:

As noted in the descriptions under Bid Items 02 through 07, castings and reflectors used by the Contractor shall be off of the current APL, as determined by this Division. The Contractor shall be required to adhere to any changes made to the APL during the life of the Contract. In the event that any model castings or reflectors are added to the APL after advertisement of this Contract, the use of these model castings and /or reflectors shall be at the Contractor's option. The WVDOH may request that the Contractor install Castings and/or Reflectors not on the current APL for demonstration purposes.

All work shall be performed in the presence of inspection personnel provided by the applicable District for each Release Order. It shall be the Contractor's responsibility to contact the applicable District Construction office to coordinate scheduling a minimum of 72 hours in advance of beginning work on a particular Release Order. Otherwise, the start of the Contractor's work may be delayed.

Pavement slots shall be cut as shown on the manufacturer's cut sheets, and shall be placed in accordance with the attached standard installation drawings.

New RPM castings shall not be placed on the road surface where there is visible evidence of cracking, checking, spalling, or failure of underlying base material.

RPM's shall not be placed on or over pavement construction joints or pavement markings. RPM's installed along joints or painted lines shall be placed a minimum of two (2) inches from the near edge of the joint or line. In cases where the plan placement of the RPM's does not allow for the specified two inch clearance, the Contractor shall consult with the onsite Construction personnel on the manner in which to proceed.

Slot cut surfaces and existing casting surfaces, at the time of casting installation or reflector replacement, shall be free of dirt, dust, oil, grease, moisture, curing compound, loose or unsound layers, or any other material that may interfere with the casting or reflector adhesion.

Castings shall be installed within 10 (ten) calendar days after the installation of the slot cuts. If not installed at the same time as the installation of the slot cuts, sandblasting shall be required as determined necessary by the District.

The Contractor shall prevent traffic from traveling over newly installed RPM's (castings) for the applicable time period specified as follows:

| Ambient Air Temperature (degrees Fahrenheit) | Min. period protected from traffic (minutes) |
|---|--|
| 100 | 15 |
| 98 | 20 |
| 80 | 25 |
| 70 | 30 |
| 60 | 35 |
| 50 | 45 |

If any adhesive used gets on the face of any reflector, the reflector shall be replaced at no additional cost.

Reflectors shall be pressed into the recession in the casting with a minimum weight of 100 pounds.

WEATHER RELATED CONSTRAINTS

No RPM or reflector installation work is to be performed when the road surface or ambient air temperature is below fifty (50) degrees Fahrenheit (pavement and ambient air temperature must be fifty (50) degrees Fahrenheit minimum and rising), or if the road surface is visibly wet, or if the relative humidity is above 80%.

CONTRACTOR'S CASTING WARRANTY

Castings installed under the provisions of Bid Items 02, 03, 04, and 05 shall be warranted for a period of one (1) year, per the following guidelines. Castings not on the APL that are installed at the request of the Division for demonstration purposes shall not be required to be warranted by the Contractor:

1. The Contractor's warranty shall be limited to the installed castings remaining in the roadway, with the exception of castings removed as a result of snow plow damage only. Castings removed as a result of a combination of snow plowing and adhesive failure shall be covered under the warranty. WVDOH personnel shall determine if the failures of specific castings are attributable to snow plow damage only.
2. Castings shall be warranted on a "Per Release Order" basis. All castings installed under Bid Items 02, 03, 04, and/or 05 on a particular Release Order, regardless of the number of installation sites on the Release Order, shall be warranted collectively and independently of other Release Orders.
3. If there are more than five (5) castings that become dislodged from the roadway surface, the Contractor shall replace these castings at their particular locations.
4. If more than twenty (20) castings are dislodged from the roadway surface, in addition to replacing these castings, the Contractor will be required to patch each casting hole per the **SLOT CUT PATCH SPECIFICATIONS** included in this contract. This provision shall become effective at any point during the one (1) year warranty period that a total number of castings in excess of twenty (20), installed as part of the warranted Release Order, have dislodged from the roadway surface. This will include any castings included on the Release Order that have been previously replaced as a result of prior notification(s).

5. The original slot cuts installed by the Contractor for the missing castings shall not be re-used.

All work required to be performed under the above warranty provisions shall be performed by the Contractor at no additional cost to the Division.

SLOT CUT PATCH SPECIFICATIONS

In the event that the Contractor is required to patch empty slot cuts per the provisions of the **CONTRACTOR'S CASTING WARRANTY** specifications, the Contractor shall follow the following provisions:

1. All concrete slot cuts to be patched shall be substantially cleaned of all loose or foreign material prior to placement. In order to properly clean the existing slot cuts to provide an acceptable substrate to apply the material to be used for patching, the Contractor shall be required to first remove any extraneous material in the slot cuts including dirt, cinders, salt, pavement material, and any remaining epoxy material not already removed. The Contractor shall then be required to sand blast each slot cut to remove any remaining material such as grime, oil, or grease, and to create a sufficiently roughened, fresh surface to facilitate proper adhesion of the patching material. Each slot cut shall then be blown out with oil / moisture free compressed air immediately prior to the placement of the patching material.
2. For patching on asphalt surfaces, the first step shall be to square up the hole. A power saw suitable for cutting asphalt, an air hammer fitted with a spade bit, or an axe may be used for trimming the hole. The sides of the hole must be almost vertical. The bottom of the hole shall be cleaned of all loose or foreign material prior to placement. This shall include dirt, cinders, salt, pavement material, and any remaining epoxy material not already removed. If necessary, the Contractor shall be required to sand blast the bottom of each hole to remove any remaining material such as grime, oil, or grease, and to create a sufficiently roughened, fresh surface to facilitate proper adhesion of the patching material. The Contractor shall utilize a sand blasting material of sufficient grit size to effectively remove extraneous material on an asphalt surface. After sandblasting as necessary, the bottom of each hole shall then be blown out with oil / moisture free compressed air immediately prior to the placement of the patching material. Any base material that has been lost before repairs are started must be replaced and compacted.

3. For patching on concrete surfaces, the material used shall be SSI Flexpatch Polymer Patching Mortar. Product information for this material is attached. No moisture film shall be present on the concrete surface to be bonded with the material at the time of placement. This material shall not be used on concrete surfaces below forty (40) degrees Fahrenheit. The Contractor shall strictly follow all additional manufacturer recommendations for use of this material, including cure time. At the Division's discretion, a manufacturer or authorized manufacturer distributor representative may be required to be present, through coordination by the Contractor, for the initial Release Order, if any, on which the Contractor is required to place the SSI Flexpatch Polymer Patching Mortar. It shall be the Contractor's responsibility to consult with the manufacturer or manufacturer's distributor regarding proper installation procedures and training prior to initially using this material. The West Virginia SSI distributor for this material is Tom Brown Co. of Pittsburgh, PA. 614-554-1528.
4. For patching on asphalt surfaces, the hole shall be filled with hot mix asphaltic concrete. The patching mixture shall be placed in layers that are compacted. The maximum permissible thickness of a layer after it has been compacted shall be 1- 1 /2 inches. The material shall be shoveled (not dumped or dropped) into place, then spread in a uniform layer with rakes, lutes, or shovels. If a rake is used, it must be turned upside down so that the prongs (teeth) will be up and the back of the rake will rest on the material. Too much raking causes coarse particles of the mixture to work to the top of the patch. At no time shall holes be repaired without some type of compaction equipment; either a mechanical tamper or hand tamper. The finished patch shall be approximately 1/4 inch higher than the pavement around it to allow for the additional compaction which results from traffic. The hot mix asphalt material used shall meet the requirements of Section 401 of the Standard Specifications, as well as any additional specific requirements stipulated by the Division not to be above and beyond the requirements of Section 401.

MINIMUM RELEASE ORDER QUANTITIES

The minimum total combined units of Bid Items 02, 03, 04, 05, 06, and 07 per Release Order shall be 200.

PAYMENT

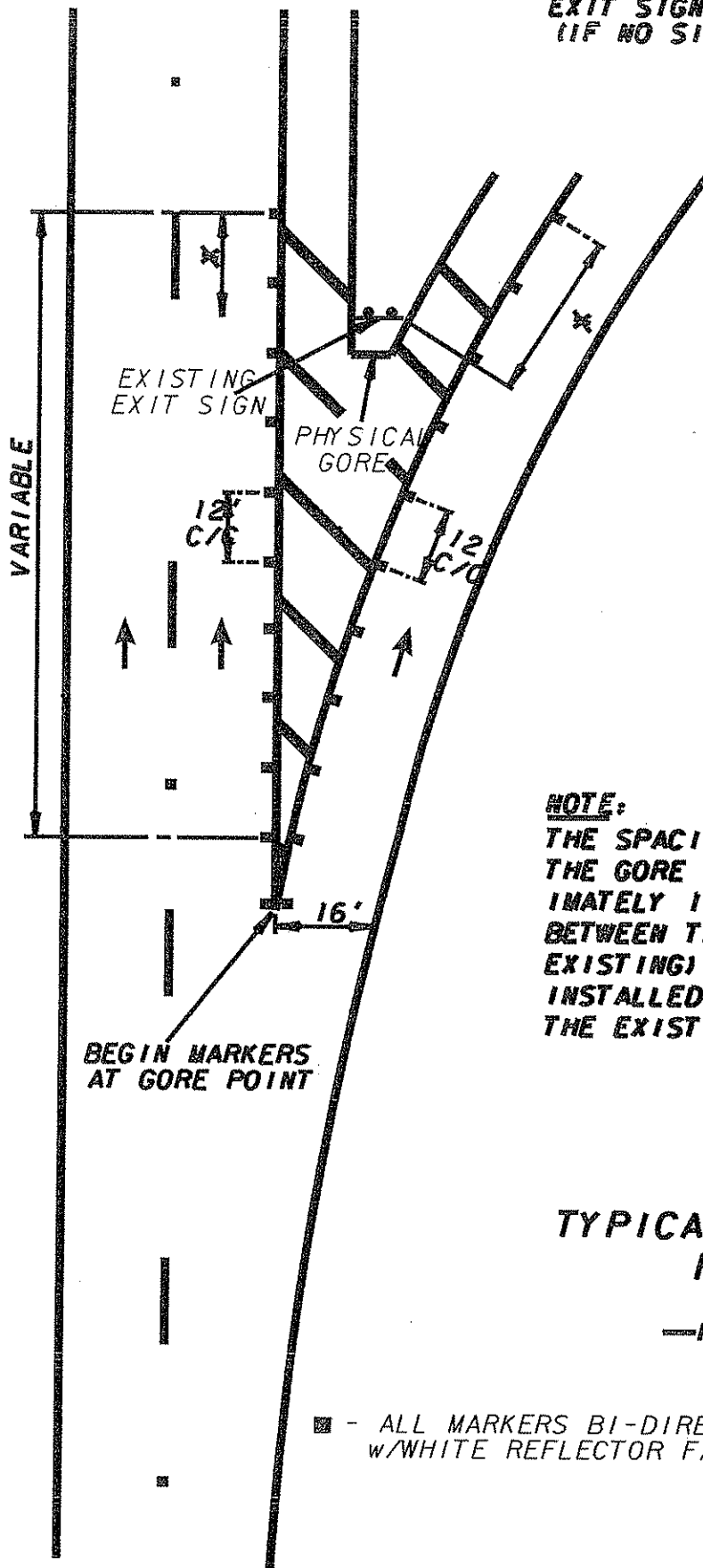
The Contractor shall send the Division one individual invoice for each Release Order upon completion of the Release Order in full. The Contractor shall not be entitled to partial payment on any Release Order prior to completion of such Release Order in full.

BID SCHEDULE

The following estimated quantities are for bid purposes only. Actual quantities will be determined by needs of the West Virginia Division of Highways and may be increased or decreased:

| ITEM NUMBER | DESCRIPTION | ESTIMATED QUANTITY | UNIT PRICE | AMOUNT |
|--------------|---|--------------------|------------|--------------|
| 01 | Mobilization | 8 EA | 1,600.00 | 12,800.00 |
| 02 | Complete RPM, Including Materials - Asphalt | 2500 EA | 20.00 | 50,000.00 |
| 03 | Complete RPM, Including Materials - Concrete | 200 EA | 35.00 | 7,000.00 |
| 04 | RPM Casting, Installation Only - Asphalt | 1 EA | 20.00 | 20.00 |
| 05 | RPM Casting, Installation Only - Concrete | 1 EA | 35.00 | 35.00 |
| 06 | RPM Reflector Installation, Including Materials | 20,000 EA | 6.50 | 130,000.00 |
| 07 | RPM Reflector Installation, Installation Only | 1 EA | 6.50 | 6.50 |
| 08 | Shadow Vehicle | 50 DAYS | 250.00 | 12,500.00 |
| 09 | Traffic Director | 200 HOURS | 40.00 | 8,000.00 |
| 10 | Changeable Message Sign | 25 DAYS | 150.00 | 3,750.00 |
| TOTAL | | | → | \$224,111.50 |

*-END 20' BEYOND EXISTING
EXIT SIGN OR PHYSICAL GORE
(IF NO SIGN)

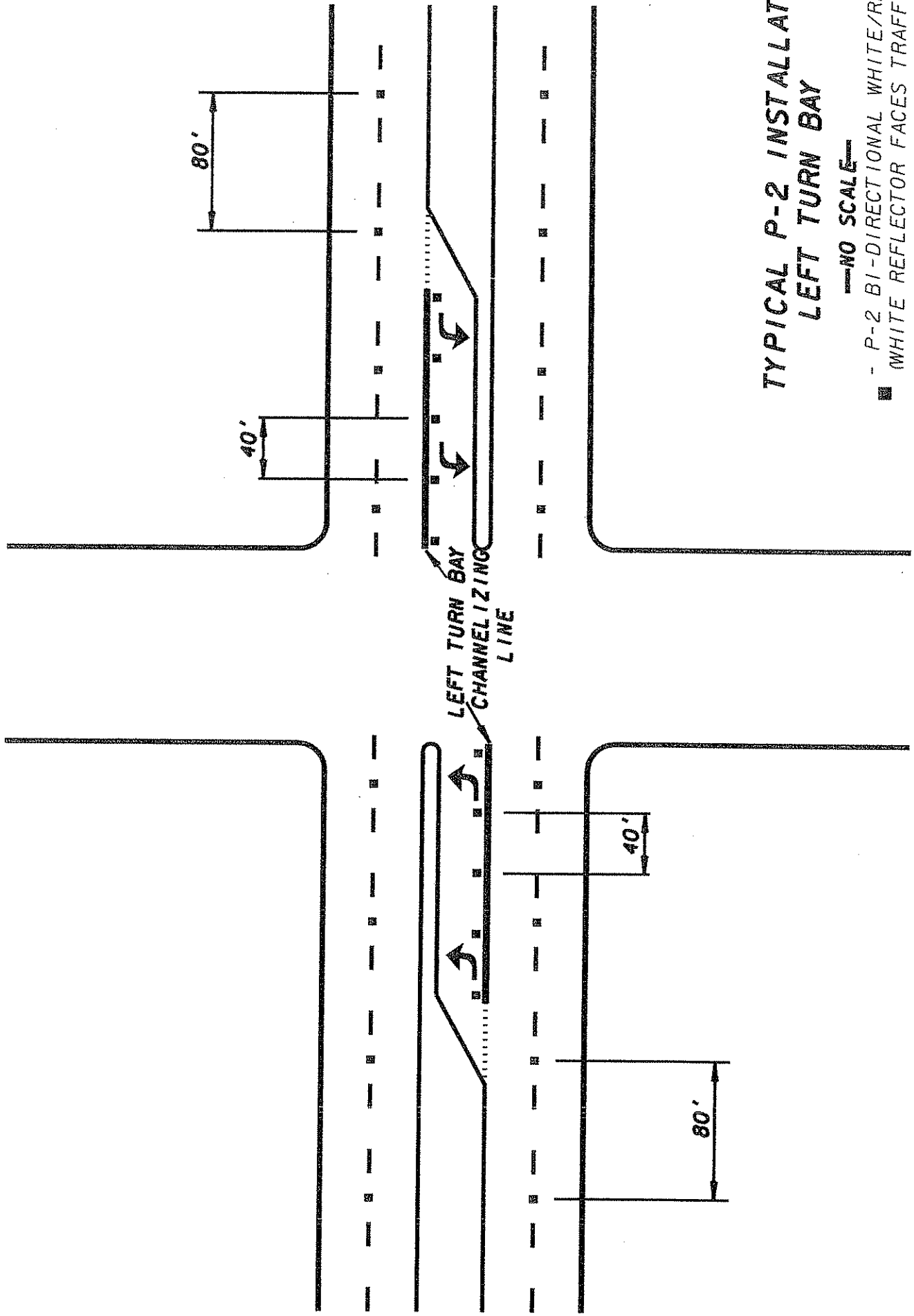


NOTE:
THE SPACING BETWEEN MARKERS IN
THE GORE AREA SHOULD BE APPROX-
IMATELY 12' APART AND CENTERED
BETWEEN THE STRIPES (IF THEY ARE
EXISTING). THE MARKERS TO BE
INSTALLED APPROXIMATELY 20' BEYOND
THE EXISTING SIGN.

TYPICAL P-2 GORE AREA PATTERN

—NO SCALE—

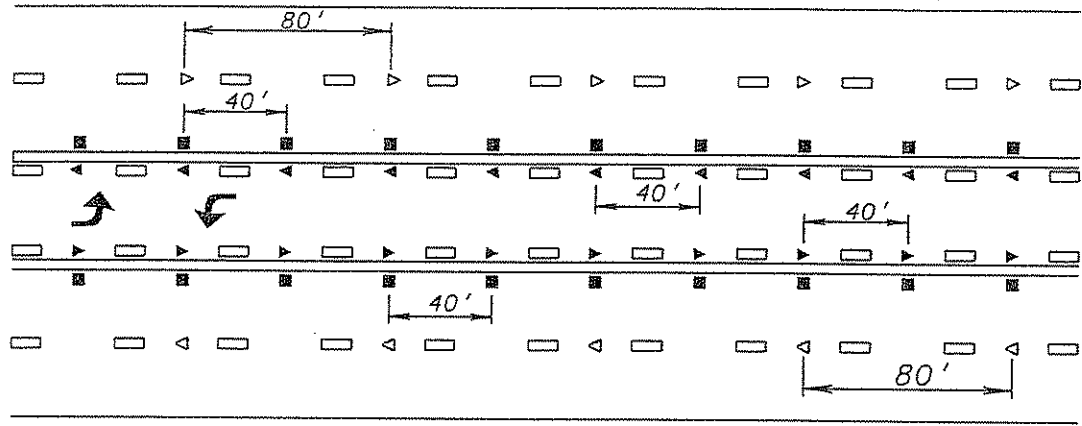
■ - ALL MARKERS BI-DIRECTIONAL (WHITE / RED)
w/WHITE REFLECTOR FACING TRAFFIC



TYPICAL P-2 INSTALLATION
LEFT TURN BAY

—NO SCALE—

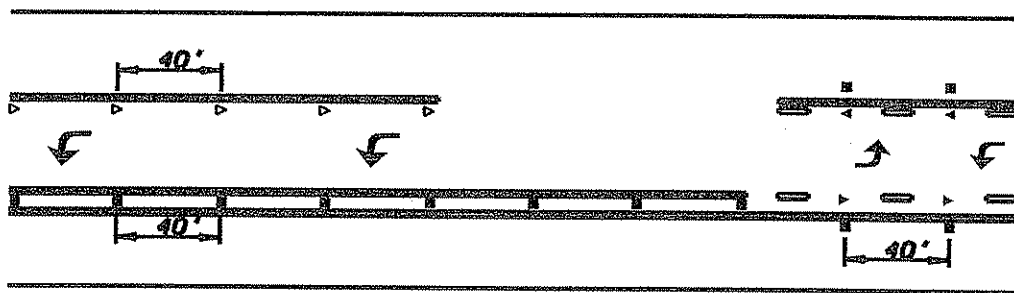
- P-2 BI-DIRECTIONAL WHITE/RED (WHITE REFLECTOR FACES TRAFFIC)



TYPICAL P-2 PATTERN FOR
TWO-WAY LEFT TURN LANE

—NO SCALE—

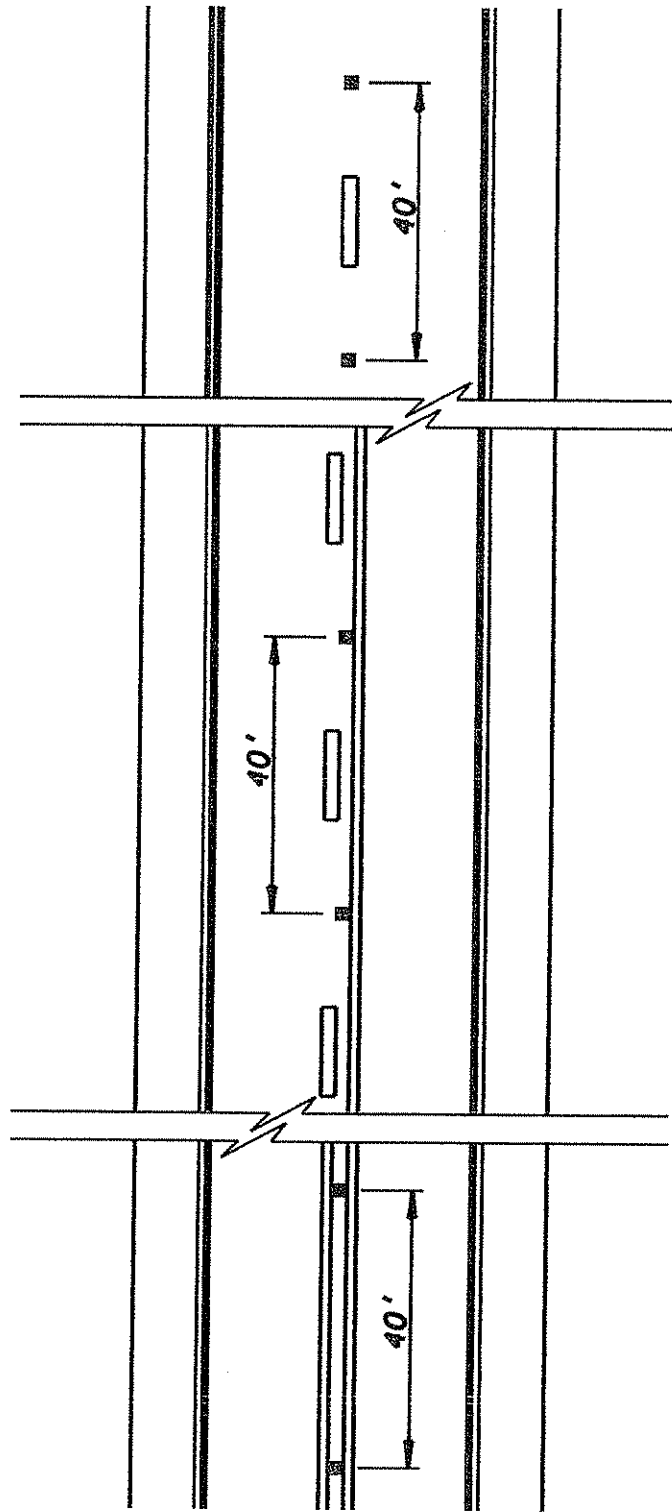
- ◄ - BI-DIRECTIONAL WHITE/RED (WHITE REFLECTOR FACES TRAFFIC)
- ▶ - MONO-DIRECTIONAL (YELLOW)
- - BI-DIRECTIONAL (YELLOW/ YELLOW)



TYPICAL P-2 PATTERN FOR
LEFT TURN LANE

—NO SCALE—

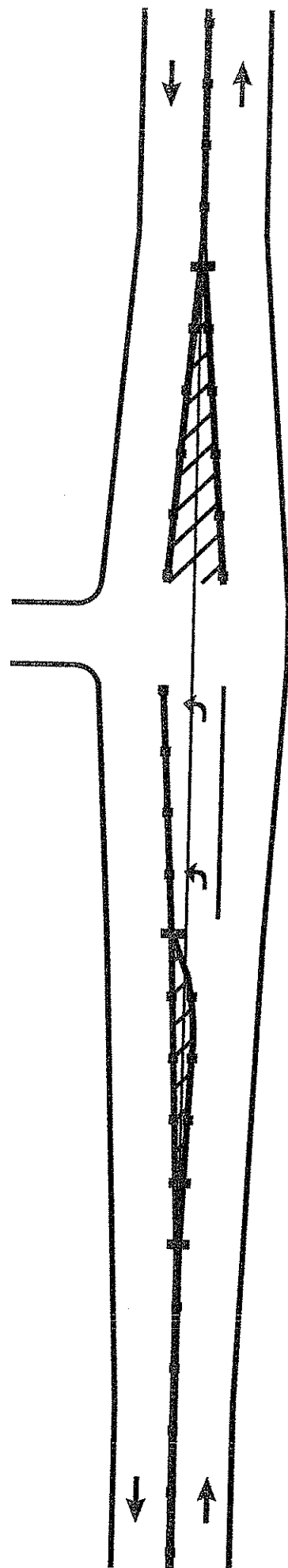
- ◄ - MONO-DIRECTIONAL (WHITE)
- ▶ - MONO-DIRECTIONAL (YELLOW)
- - BI-DIRECTIONAL (YELLOW/ YELLOW)



TYPICAL P-2 CENTERLINE PATTERN

—NO SCALE—

■ - P-2 BI-DIRECTIONAL (YELLOW/ YELLOW)



**TYPICAL P-2 PATTERN FOR
DOUBLE YELLOW BARRIER LINE
AND LANE SHUNT BARRIER LINE**
—NO SCALE—

■ - BI-DIRECTIONAL-YELLOW / YELLOW
at 40 ft. CENTERS

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

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

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: GREEN ACRES CONTRACTING COMPANY, INC.

Authorized Signature:  Date: 6/01/09

Purchasing Affidavit (Revised 01/01/09) James F. Humberston, Vice President