



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
6610C003

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
MICHAEL AUSTIN 304-558-2402

SUPPLIER

*709045414 304-424-7353
 KELLY PAVING INC
 PO BOX 366
 WILLIAMSTOWN WV 26187

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/24/2009				

BID OPENING DATE: 09/09/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001				745-67-01-001		
PATCHING, BITUMINOUS, WINTER GRADE, STANDARD OPEN END CONTRACT TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO SUPPLY WINTER GRADE BITUMINOUS PATCHING MIXTURE. (STANDARD AND/OR MODIFIED) 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						

RECEIVED
 2009 SEP -8 PM 1:41
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Charles W. Taylor</i>	TELEPHONE (304)424-7353	DATE 09/09/09	
TITLE Assistant V.P.	FERN 55-0583614	ADDRESS CHANGES TO BE NOTED ABOVE	

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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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, THE STATE MAY DEEM THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Charles W. Taylor* TELEPHONE: (304)424-7353 DATE: 09/09/09

TITLE: Assistant V.P. FEIN: 55-0583614 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.: .6610C003...</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH</p>						

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SIGNATURE <i>Charles W Taylor</i>	TELEPHONE (304)424-7353	DATE 09/09/09
TITLE Assistant V.P.	FEIN 55-0583614	ADDRESS CHANGES TO BE NOTED ABOVE

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

VENDOR

*709045414 304-424-7353
KELLY PAVING INC
PO BOX 366

WILLIAMSTOWN WV 26187

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BID OPENING DATE: **09/09/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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.

.....*Charles W. Taylor*.....
 SIGNATURE
 Kelly Paving, Inc.

 COMPANY
 September 9, 2009

 DATE

REV. 11/96

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 BUILDING 15
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Charles W. Taylor</i>	TELEPHONE (304)424-7353	DATE 09/09/09
TITLE Assistant V.P.	FEIN 55-0583614	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	SEALED BID					
	BUYER:			33		
	RFQ. NO.:			6610C003		
	BID OPENING DATE:			September 9, 2009		
	BID OPENING TIME:			01:30 PM		
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					
				(740) 373-6505		
	CONTACT PERSON (PLEASE PRINT CLEARLY):					
				Mark H. Haverty		
	***** THIS IS THE END OF RFQ 6610C003 ***** TOTAL: _____					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Charles W Taylor* TELEPHONE: **(304)424-7353** DATE: **09/09/09**

TITLE: **Assistant V.P.** FEIN: **55-0583614** ADDRESS CHANGES TO BE NOTED ABOVE

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1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000 and the current Supplemental Specifications, shall apply to the administration of this Contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.

The requirements of the West Virginia Department of Transportation, Division of Highways', Standard Specifications Section 109.20, PRICE ADJUSTMENT FOR LOAD LIMIT VIOLATIONS shall apply to all material supplied under this contract. This will include material loaded by the vendor into Division of Highways owned and/or rented trucks.

"Contractor" and "Vendor" used in the above specifications of this contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000 and the current Supplemental Specifications may be obtained from:

West Virginia Division of Highways
Engineering Division, Technical Section
State Capitol Complex
Building 5, Room A-650
Charleston, West Virginia 25305-0430

DESCRIPTION

The patching material shall be composed of a suitable aggregate plant mixed with a liquid asphalt material and chemical additives. The asphalt material with additives shall be capable of coating the aggregate without stripping. The material shall maintain adhesive qualities for all moisture conditions in the patched areas, except those having standing water.

MATERIALS

AGGREGATE

The coarse aggregate shall be a clean material consisting of crushed stone, crushed gravel or slag, meeting the requirements of the Division of Highways' Standard Specifications subsections 703.1, 703.2 and 703.3 respectively. Fine aggregate shall meet the requirements of the Division of Highways' Standard Specifications subsection 702.3. The gradation of the final mixture shall be the same as the Vendor's currently approved plant mix formula for Type 1 Hot-Mix Asphalt Wearing Course when Standard Winter Grade Bituminous Patching Mix is being produced.

When Modified Winter Grade Bituminous Patching Mix is being produced, the aggregate gradation shall be as recommended by the supplier of the liquid asphalt with additives. Allowable standard aggregate sizes shall be #89, #9, or a blend composed of #8 with a minimum of 50% #9.

The gradation shall be determined in accordance with AASHTO T-27 and T-11.

The aggregate fraction of the final mixture shall meet the crushed particle requirements of Subsection 703.2.2 of the Division of Highways' Standard Specifications. Questionable aggregates shall be tested as per MP 703.00.21, except the No. 8 sieve will be used.

ASPHALT MATERIAL

1. Standard Winter Grade Bituminous Patching Mix
The asphalt material shall conform to the requirement of the West Virginia Division of Highways' Standard Specifications, Subsection 705.1. Tests conducted by the supplier shall be presented to the respective Division of Highways District Materials Engineers/Supervisors for review prior to production of Standard Winter Grade Bituminous Patching Mix. This liquid asphalt shall also contain a minimum of 2.5% chemical anti-stripping additive.

Or,

2. Modified Winter Grade Bituminous Patching Mix
The asphalt material shall be liquid asphalt with a chemical anti-stripping additives conforming to the requirements of AASHTO M82 or as modified to meet the requirements of the asphalt supplier. The asphalt shall contain a minimum of 2.5% chemical anti-stripping additive.

Results from the following test methods and any additional tests conducted by the supplier shall be presented to the respective Division of Highways District Materials Engineer/Supervisor for review prior to production of Modified Winter Grade Bituminous Patching Mix.

Modified Asphalt Test

- (1) Flash Point °C (°F)-AASHTO T79
- (2) Kinematic Viscosity in cSt at 60°C (140°F)
Requirement – 350 to 500 cSt-AASHTO T201

- (3) Water (%) - Requirement - 0.2% maximum - AASHTO T55
 (4) Distillate Test - AASHTO T78

% To 225°C (437°F)
 % To 260°C (500°F)
 % To 315°C (600°F)
 Residue (%) at 360°C (680°F)

Residue Tests

- (5) Ductility at 25°C (77°F) - AASHTO T51
 (6) Solubility Test - AASHTO T44

COMPOSITION OF MIXTURE

The aggregates and asphalt material shall be combined in such proportions that the composition by weight of the finished mix shall meet the requirements of the plant mix formula.

The aggregate fraction of the mixture shall be evaluated in accordance with AASHTO T-27 and T-11, and shall meet the requirements of the plant mix formula range. Any material failing to meet specification requirements on any sieve shall not be approved.

The asphalt fraction of the Standard Winter Grade Bituminous Patching Mix shall be a minimum of 5.0% when low-absorptive aggregates (<1.5%) are used and a minimum of 5.5% when high-absorptive aggregates (>1.5%) are used.

For Modified Winter Grade Bituminous Patching Mix the minimum amount of asphalt shall be as indicated in the table below. The amount of asphalt for all Winter Grade Bituminous Patching Mixtures shall be sufficient to thoroughly coat the aggregate particles and provide enough adhesion to hold the compacted particles together under traffic conditions when properly placed and to assure that the aggregate particles remain sufficiently coated after stockpiling.

Minimum Asphalt Content for Modified Patching Mix		
Aggregate Type	#89 or Blend of #8 with minimum of 50% #9	#9
% Asphalt ^{Note-1}	5.5%	6.0%

Note-1: Add a minimum additional 0.5% asphalt to the above values for mixtures containing high-absorptive aggregates (>1.5%)

PLANT MIX FORMULA

The plant mix formula for Modified Winter Grade Bituminous Patching Mix shall be in accordance with the recommendations of the supplier of the liquid asphalt with additives. The plant mix formula composition report, which shall include the percentage of chemical anti-stripping additive, shall be forwarded to the District Materials Supervisor/Engineer before the mix is produced.

A plant mix formula for Standard Winter Grade Bituminous Patching Mix shall be developed in accordance with MP 401.02.22, and as modified by the Marshall Test Procedure described in AASHTO T-245 for cutback asphalts. Initial submission of the proposed plant mix formula for Standard Winter Grade Bituminous Patching Mix will not be considered unless accompanied by sufficient test data developed by supplier to indicate that the formula being proposed can be met. As a minimum, this test data shall include: three separate gradations of samples taken from the hot bin, or separate gradations from cold bins or storage facility, the percentage of each material to be used and the calculated combined gradation. The test data submitted shall have been developed from material that is to be used in the proposed mix. Additional data which shall be submitted includes that described in MP 401.02.22. This data will not be required to meet the limits given in the design property tables. The air void content for Standard Winter Grade Bituminous Patching Material shall be 4-7 percent.

The proposed plant mix formula for Standard Winter Grade Bituminous Patching Mix shall be documented on Department Form T400 and together with plant calibration test data set forth above shall be forwarded to the District Materials Engineer/Supervisor. The percentage of chemical anti-stripping additive shall be included in the documentation. The T400 shall then be transmitted to the Materials Control and Testing Division for final review and revision.

CHANGES IN PLANT MIX FORMULA

Should the contractor at any time propose to change the source of aggregate in the mix, the definite asphalt content or change the source of the bituminous material, the provisions of the Division of Highways' Standard Specifications subsection 401.4.2 shall apply.

QUALITY CONTROL TESTING

Quality control is the responsibility of the contractor. Quality control testing shall include daily asphalt content and gradation analysis of the design aggregate structure during production. Since the aggregate and asphalt material are required to be measured separately and accurately to the proportions of the plant mix formula, the asphalt content may be determined by calculating the percentage by total weight of mix. However, all standard methods of determining the asphalt content of the mixture that are allowed for hot-mix asphalt under Section 401 of the Division of Highways' Standard Specifications are acceptable. The ignition oven test method (AASHTO T308) would require an asphalt content correction factor, however, due to the low flash point of most asphalts used in Winter Grade Bituminous Patching Mix, this test method is not recommended. If the AASHTO T164 solvent extraction test method is used, a non-chlorinated solvent may be substituted for the standard specified solvent, and the test method may be modified as per the recommendations of the solvent supplier.

In addition, for each day of production, the completed mix shall be tested for aggregate coating as follows. Obtain a 100 – 150 gram sample and allow it to cure to normal laboratory temperature. Place the sample in a glass jar of sufficient size that the loose sample will protrude to a level of no more than half of its capacity. Cover the sample with water to approximately three-quarters of the capacity of the jar. Place a tight fitting cover on the jar and allow it to stand for a period of 20 to 24 hours at normal laboratory temperature. The sample jar shall then be vigorously agitated for a period of 30 seconds. Pour the water from the jar, remove the sample, and spread it on a flat light-colored surface (nonstick laboratory paper is recommended). Allow the sample to air dry and visually examine it for stripping of the asphalt film from the aggregate. Estimate the amount of coated aggregate. Any thin brownish, translucent areas are to be considered fully coated with an asphalt film. Document the results of this test. The mixture shall be considered acceptable if at least 95% of the aggregate is coated. Insufficient coating may require reworking of the mixture and/or an additional amount of anti-stripping additive.

ACCEPTANCE OF THE MIXTURE

Acceptance of Winter Grade Bituminous Patching Mix shall be the responsibility of the Division. This shall be accomplished by monitoring the contractor's quality control testing and reviewing all test data relevant to the mixture.

In addition, if the completed mixture shows signs of stripping, the Division shall choose to either monitor the contractor's quality control aggregate coating test or conduct their own test and visually estimate the amount of coated particles. Document the results of this test. Although this is a visual estimation, the contractor should be immediately notified if the Division's test results are below 95%. A low coating percentage should be an indicator for the Division to closely monitor the mixture after stockpiling. All Division testing of Winter Grade Bituminous Patching Mix shall be performed by the District Materials Section.

After the mixture is stockpiled on the Division's lot, it shall be visually evaluated for any appearance of excessive non-fully coated aggregate particles. If considered necessary, the Division shall evaluate the mixture in accordance with ASTM D2489 (based on two-sample average) to determine if at least 97% of the coarse aggregate particles are fully coated. This evaluation shall take place within the first week after stockpiling. If the mixture is less than 97% coated, the contractor will be required to provide new material or remove the existing stockpile material from the Division's lot, rework it to an acceptable condition with additional asphalt and/or chemical anti-stripping additive as needed, and return it to the Division's lot.

PREPARATION OF MIXTURE

The aggregate shall be heated to insure that it is surface dry at the time of mixing, however, the aggregate shall not be heated in excess of 180°F.

The asphaltic binder shall not be heated to a temperature greater than 165°F. Care shall be taken to prevent local overheating. The aggregate and asphalt material shall be measured separately and accurately to the proportions in which they are to be mixed. After the aggregate and binder have been combined, they shall be thoroughly mixed until the particles of aggregate are coated. At no time shall the finished mixture be at a temperature greater than 175°F.

Temperatures for Modified Winter Grade Bituminous Patching Mix may vary as per asphalt supplier's recommendations.

WORKABILITY

The mixture shall be stockpiled on the vendor's site for 14 days or until the internal mix temperature is within 10°F of ambient temperature without stripping and when taken from a stockpile, shall be capable of being shoveled, raked, spread and compacted.

At the end of the stockpiling period on the contractor's yard, the mixture shall be tested in accordance with ASTM D2489 (based on two-sample average). The total amount of non-fully coated particles shall not exceed 3%. The contractor shall provide these test results to the Division on a standard worksheet provided by the District Materials Section.

If the material fails to conform to the requirements of the specifications the contractor may rework the existing material or provide new material.

STORAGE

The mix shall be maintained on the contractor's property in stockpiles not exceeding a height of four (4) feet until the internal mix temperature is within 10° of the ambient temperature. In addition, the top of all stockpiles shall be leveled to eliminate any peaked areas.

All Winter Grade Bituminous Patching Mix shall contain sufficient asphalt that is capable of coating the aggregate without stripping. After stockpiling on the Division's lot, the mixture shall have a maximum of 5% non-fully coated particles after the first week and up to 90 days from delivery when evaluated in accordance with ASTM D2489 (based on two-sample average). This coating determination may be based on the Division's visual inspection if coating is not a problem, or based on Division testing when the amount of non-fully coated particles appears questionable. If stripping occurs the contractor will be required to provide new material or remove the existing stockpile material from the Division's lot, rework it to an acceptable condition with additional asphalt and/or chemical anti-stripping additive as needed, and return it to the Division's lot.

2. BIDDING INSTRUCTIONS

The purpose of this contract is to provide for the delivery of WINTER GRADE BITUMINOUS PATCHING MIXTURE (Standard or Modified) to the various locations and in the estimated quantities set out in the bid schedule.

Actual quantities to be delivered to each location will be specified in a State Contract Purchase Order (SCO) which will be issued by the Division of Highways at the time delivery is required.

Vendors may bid to deliver the estimated quantities of either or both types of material at any or all of the designated delivery sites.

Any qualification of bids or any modification of the specifications or conditions governing the bids may be cause for their rejection.

3. CONTRACT AWARD

The Division of Highways will consider Documented Vendor's performance history in the award of this Purchase Order Contract.

Qualified Vendors who submit a valid bid "F.O.B. Division Storage Site" will be awarded a contract for those locations for which their bid is low for Standard Winter Grade Bituminous Patching Material and for which their bid is low for Modified Winter Grade Bituminous Patching Material.

In the event a Vendor fails to conform to the requirements set out in this contract document, the State Contract Purchase Order or the governing specifications, the Purchase Order Contract may be cancelled and awarded to the next low bidder.

4. SAMPLING AND TESTING

Upon award of contract, the Vendor shall inform the Division of the location of Vendor's storage sites so that materials may be sampled and tested prior to shipment. Information shall be directed to the respective Division of Highways District Materials Engineers/Supervisors.

5. WEIGHING MATERIALS DELIVERED BY TRUCK

Material delivered by truck shall be weighed in accordance with Section 401.9.3 of the West Virginia Department of Transportation, Division of Highways' Standard Specifications.

6. SUPPLYING OTHER ORGANIZATIONAL ENTITIES

County Courts, Municipalities, School Boards, other political subdivisions and governmental entities, etc., may have a need for these materials, and Vendors may wish to supply that need. Accordingly, bidders may wish to extend their contract prices to these other entities. If the bidder wishes to supply these other entities, but with prices different from those quoted for the Highway

the bidder shall include a set of bid schedules clearly and unambiguously marked for the express use of entities other than the Division of Highways. Failure by the bidder to include a set of bid schedules for other entities will be taken to mean that the bid schedules extended to the Division of Highways will also be extended to these other entities.

In the event any Vendor does not wish to extend the prices, terms and conditions of this bid and subsequent contract to other entities of the State, he must so indicate in a clear and unambiguous manner in his bid. This indication does not prejudice the award of the contract. If a Vendor does not indicate his refusal to extend the prices, terms and conditions of his bid to other entities of the State he is bound to extend them upon issuance of a purchase order by these other entities.

Other organizational entities using this provision of the contract shall do so without any involvement of the Division of Highways; that is, the entity shall make its own purchase arrangements with the Vendor and shall make its own arrangement for payment.

7. BASIS OF PAYMENT

The quantity, determined in accordance with Section Number 5, will be paid for at the delivered price per ton, which price and payment shall be full compensation for furnishing and handling all the material incorporated in the mixture and delivering the mixture to a designated storage site.

8. PRODUCTION SCHEDULE

Vendor should produce material within two weeks of receipt of SCO.

9. VENDOR'S INVOICES

Vendor's invoices must be submitted in original and one copy containing the following:

- a. Division of Highway's State Contract Purchase Order Number, and this Contract Number.
- b. Total quantity and unit price with the total cost of the material furnished.

Note: Under no circumstance will the West Virginia Division of Highways accept, or pay for, quantities of material in excess of the quantity stated on the State Contract Purchase Order.

10. PURCHASING CARD ACCEPTANCE

The State of West Virginia currently utilizes a VISA Purchasing Card Program which is issued through a bank. The successful vendors must accept the State of West Virginia VISA Purchasing Card for payment of all orders placed by State DOT agency for orders as a condition of award .

11. 11. BIDDING SCHEDULE

WINTER GRADE BITUMINOUS PATCHING MIXTURE

DISTRICT 1

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	STANDARD DELIVERED PRICE PER TON FOB DIV. STORAGE SITE	MODIFIED DELIVERED PRICE PER TON FOB DIV. STORAGE SITE
Clay	C.R 11	75	<u>NO</u>	<u>B I D</u>
Kanawha	Elkview	50	_____	_____
Kanawha	Chelyan	35	_____	_____
Kanawha	St. Albans	50	_____	_____
Mason	Point Pleasant	100	_____	_____
Putnam	Red House	75	_____	_____
Putnam	Hurricane	75	_____	_____
I-79 Sec. 6	Amma	20	_____	_____
I-77 Sec. 3	Sissonsville	45	_____	_____

The *Bid Schedules* are ready for download on Purchasing's Web site at www.state.wv.us/admin/purchase

11. BIDDING SCHEDULE

WINTER GRADE BITUMINOUS PATCHING MIXTURE

DISTRICT 2

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	STANDARD DELIVERED PRICE PER TON FOB DIV. STORAGE SITE	MODIFIED DELIVERED PRICE PER TON FOB DIV. STORAGE SITE
Cabell	Barboursville	250	<u> N O </u>	<u> B I D </u>
Lincoln	West Hamlin	75	_____	_____
Lincoln	Yawkey	15	_____	_____
Lincoln	Harts	25	_____	_____
Logan	Chapmanville & Corridor G	80	_____	_____
Logan	Wilkinson HQ	60	_____	_____
Logan	Man Substation	40	_____	_____
Mingo	Millers Creek HQ	50	_____	_____
Wayne	Wayne	100	_____	_____
Wayne	Pritchard	100	_____	_____
Wayne	Crum	75	_____	_____
I-64	Huntington	40	_____	_____

11. BIDDING SCHEDULE

WINTER GRADE BITUMINOUS PATCHING MIXTURE

DISTRICT 3

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	STANDARD DELIVERED	MODIFIED DELIVERED
			PRICE PER TON FOB DIV. STORAGE SITE	PRICE PER TON FOB DIV. STORAGE SITE
Calhoun	Millstone	200	<u> N O </u>	<u> B I D </u>
Jackson	Ripley	300	<u> </u>	<u> </u>
Pleasants	St. Marys (Colin-Anderson Lot)	75	<u> </u>	<u> </u>
Ritchie	Ellenboro	75	<u> </u>	<u> </u>
Roane	Spencer	225	<u> </u>	<u> </u>
Roane	WV 36 Left Hand	75	<u> </u>	<u> </u>
Wirt	Elizabeth	75	<u> </u>	<u> </u>
Wood	WV 95, Parkersburg	300	<u> </u>	<u> </u>
Corridor D	Greenwood	12	<u> </u>	<u> </u>
I-77	Mill Run Road	35	<u> </u>	<u> </u>
I-77 Sec. 2	Medina	20	<u> </u>	<u> </u>

11. BIDDING SCHEDULE

WINTER GRADE BITUMINOUS PATCHING MIXTURE

DISTRICT 4

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	STANDARD	ODIFIED
			DELIVERED PRICE PER TON FOB DIV. STORAGE SITE	DELIVERED PRICE PER TON FOB DIV. STORAGE SITE
			N O	B I D
Doddridge	Smithburg	100	_____	_____
Harrison	Gore	300	_____	_____
Marion	Fairmont	100	_____	_____
Marion	Mannington	100	_____	_____
Monongalia	Sabraton	150	_____	_____
Monongalia	Pentress	75	_____	_____
Preston	Albright	100	_____	_____
Preston	Bruceton	50	_____	_____
Preston	Terra Alta	50	_____	_____
Preston	Fellowsville	50	_____	_____
Preston	Aurora	50	_____	_____
Taylor	Pruntytown	200	_____	_____
APD-50	Tunnel Hill	50	_____	_____
I-68	Coopers Rock	50	_____	_____
I-79	Lost Creek Yard	100	_____	_____
I-79	Goshen Road	50	_____	_____

11. BIDDING SCHEDULE

WINTER GRADE BITUMINOUS PATCHING MIXTURE

DISTRICT 5

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	STANDARD	MODIFIED
			DELIVERED PRICE PER TON FOB DIV. STORAGE SITE	DELIVERED PRICE PER TON FOB DIV. STORAGE SITE
			N O	B I D
Berkeley	Martinsburg & I-81	300	_____	_____
Grant	Petersburg	75	_____	_____
Grant	Mt. Storm	50	_____	_____
Hampshire	Romney	50	_____	_____
Hampshire	Capon Bridge	30	_____	_____
Hampshire	Slanesville	50	_____	_____
Hardy	Moorefield	75	_____	_____
Hardy	Baker	75	_____	_____
Jefferson	Charles Town	100	_____	_____
Mineral	New Creek	75	_____	_____
Mineral	Sky Line	50	_____	_____
Mineral	Short Gap	50	_____	_____
Morgan	Berkeley Springs	250	_____	_____

11. BIDDING SCHEDULE

WINTER GRADE BITUMINOUS PATCHING MIXTURE

DISTRICT 6

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	STANDARD DELIVERED PRICE PER TON FOB DIV. STORAGE SITE	MODIFIED DELIVERED PRICE PER TON FOB DIV. STORAGE SITE
Brooke	Wellsburg	200	- 0 -	<u>\$86.95</u>
Hancock	New Manchester	220	- 0 -	<u>\$87.50</u>
Marshall	Cameron	700	- 0 -	<u>\$101.50</u>
Marshall	Glen Dale	1300	- 0 -	<u>\$91.45</u>
Ohio	Triadelphia	150	- 0 -	<u>\$90.95</u>
Tyler	Centerville	100	- 0 -	<u>\$100.75</u>
Tyler	Sistersville	100	- 0 -	<u>\$99.95</u>
Wetzel	Hundred	100	- 0 -	<u>\$99.50</u>
Wetzel	New Martinsville	150	- 0 -	<u>\$99.00</u>
Wetzel	Pine Grove	100	- 0 -	<u>\$99.50</u>
I-70	Woodland (Elm Grove)	50	- 0 -	<u>\$92.85</u>

11. BIDDING SCHEDULE

WINTER GRADE BITUMINOUS PATCHING MIXTURE

DISTRICT 7

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	STANDARD	MODIFIED
			DELIVERED PRICE PER TON FOB DIV. STORAGE SITE	DELIVERED PRICE PER TON FOB DIV. STORAGE SITE
Barbour	Philippi	70	<u> N O </u>	<u> B I D </u>
Braxton	Laurel Court	150	<u> </u>	<u> </u>
Gilmer	Glenville HQ	60	<u> </u>	<u> </u>
Lewis	Weston	100	<u> </u>	<u> </u>
Upshur	Buckhannon	75	<u> </u>	<u> </u>
Webster	Cherry Falls	25	<u> </u>	<u> </u>
Webster	Cowen	25	<u> </u>	<u> </u>
Webster	Hacker Valley	25	<u> </u>	<u> </u>
I-79 Sec. 4	Burnsville	25	<u> </u>	<u> </u>
I-79 Sec. 5	Coon Knob	25	<u> </u>	<u> </u>

11. BIDDING SCHEDULE

WINTER GRADE BITUMINOUS PATCHING MIXTURE

DISTRICT 8

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	STANDARD DELIVERED	MODIFIED DELIVERED
			PRICE PER TON FOB DIV. STORAGE SITE	PRICE PER TON FOB DIV. STORAGE SITE
Pendleton	Franklin	100	<u> N O </u>	<u> B I D </u>
Pocahontas	Marlinton	25	<u> </u>	<u> </u>
Randolph	Elkins	100	<u> </u>	<u> </u>
Tucker	Parsons	60	<u> </u>	<u> </u>

11. BIDDING SCHEDULE

WINTER GRADE BITUMINOUS PATCHING MIXTURE

DISTRICT 9

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	STANDARD DELIVERED PRICE PER TON FOB DIV. STORAGE SITE	MODIFIED DELIVERED PRICE PER TON FOB DIV. STORAGE SITE
			N O	B I D
Fayette	Oak Hill	60	_____	_____
Fayette	Lookout	100	_____	_____
Fayette	Falls View	25	_____	_____
Greenbrier	Lewisburg	125	_____	_____
Greenbrier	Crawley	100	_____	_____
Greenbrier	I-64, Harts Run	15	_____	_____
Monroe	Union	175	_____	_____
Monroe	Peterstown	100	_____	_____
Nicholas	Summersville	175	_____	_____
Summers	Summers Co. HQ	75	_____	_____

11. BIDDING SCHEDULE

WINTER GRADE BITUMINOUS PATCHING MIXTURE

DISTRICT 10

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	STANDARD DELIVERED PRICE PER TON FOB DIV. STORAGE SITE	MODIFIED DELIVERED PRICE PER TON FOB DIV. STORAGE SITE
Mercer	Mercer Co. HQ	100	<u> N O </u>	<u> B I D </u>

DISTRICT ADDRESSES

District One
1334 Smith Street
Charleston, West Virginia 25301-1492

District Six
1 DOT Drive
Moundsville, West Virginia 26041-1605

District Two
801 Madison Avenue
Huntington, West Virginia 25712-0880

District Seven
255 Depot Street
Weston, West Virginia 26452-1228

District Three
624 Depot Street
Parkersburg, West Virginia 26102-0308

District Eight
US 219 North
Elkins, West Virginia 26241-1516

District Four
I-79 & Meadowbrook Road
Clarksburg, West Virginia 26302-2570

District Nine
103 1/2 Church Street
Lewisburg, West Virginia 24901

District Five
US Route 50
Post Office Box 99
Burlington, West Virginia 26710-0099

District Ten
270 Hardwood Lane
Princeton, West Virginia 24740-2737

P E N N S Y L V A N I A

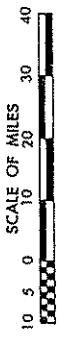
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K E N T U C K Y

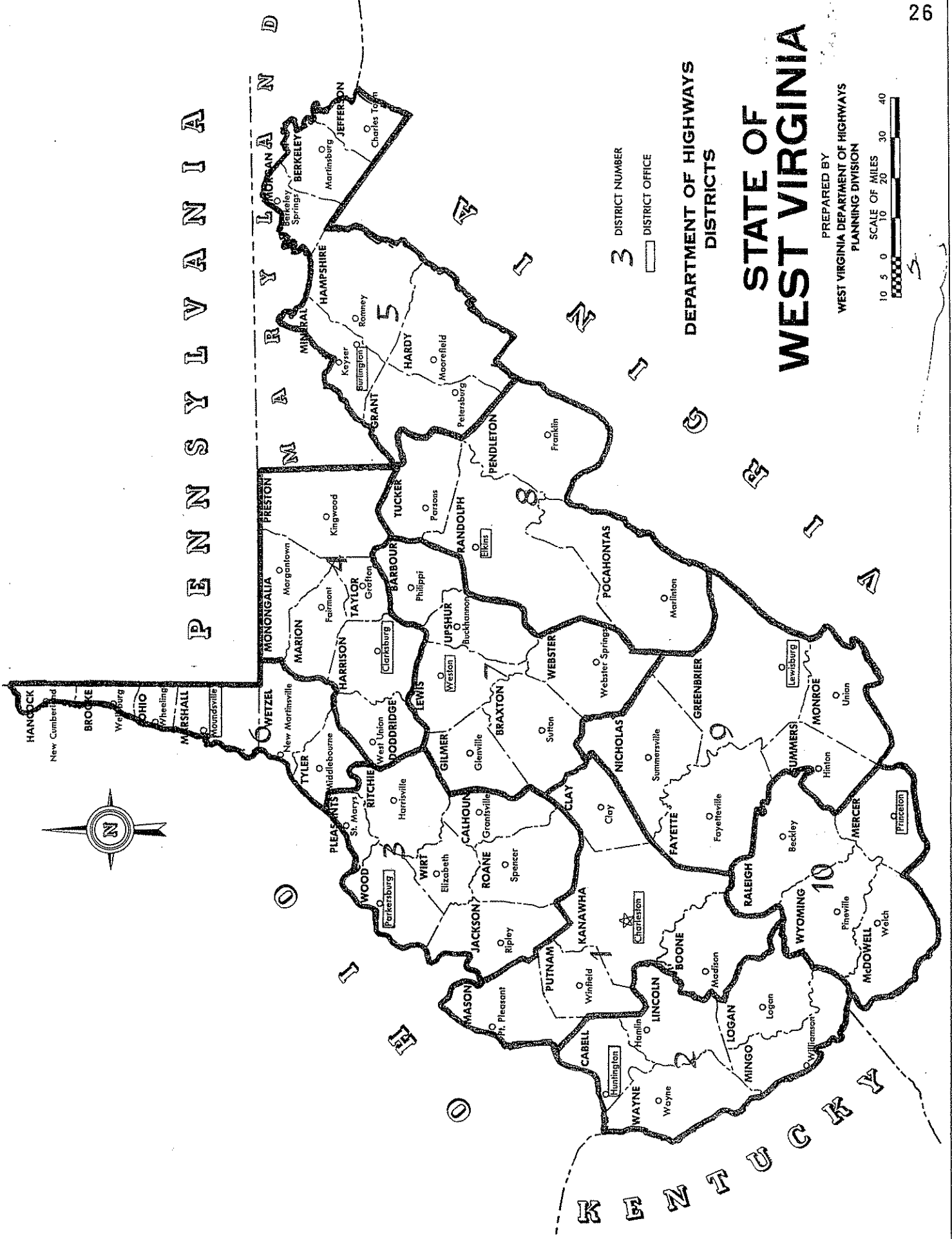
DEPARTMENT OF HIGHWAYS
DISTRICTS

STATE OF WEST VIRGINIA

PREPARED BY
WEST VIRGINIA DEPARTMENT OF HIGHWAYS
PLANNING DIVISION



3 DISTRICT NUMBER
□ DISTRICT OFFICE



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: Kelly Paving, Inc.

Signed: 

Date: September 9, 2009

Title: Assistant Vice-President

*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: Kelly Paving, Inc.Authorized Signature:  Date: September 9, 2009