



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
6611C011

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**BUYER 33
 304-558-2402**

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

WILLIAMSTOWN WV 26187

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED 09/28/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **10/20/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		745-67		
WINTER GRADE BITUMINOUS PATCHING MIXTURE OPEN END CONTRACT TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO SUPPLY WINTER GRADE BITUMINOUS PATCHING MIXTURE (STANDARD AND/OR MODIFIED) 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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2ND OCT 20 A 9:19

**PURCHASING DIVISION
 STATE OF WV**

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TELEPHONE **(304)424-7353** DATE **10/20/2010**

TITLE **Assistant V.P.** FEIN **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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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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>						

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE	DATE
TITLE		FEIN		(304)424-7353	10/20/2010
Assistant V.P.		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>REQUISITION NO.: 6611C011.....</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *M. Smith* TELEPHONE **(304)424-7353** DATE **10/20/2010**

TITLE **Assistant v.p.** FEIN **55-0583614** ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> <p style="text-align: center;"> SIGNATURE Kelly Paving, Inc...... COMPANY 10/20/2010..... DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE 	TELEPHONE (304)424-7353	DATE 10/20/2010
TITLE Assistant V.P.	SEIN 55-0583614	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 6611C011</p> <p>BID OPENING DATE: 10/20/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (740)859-6137</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TITLE **Assistant V.P.** FEIN **55-0583614** TELEPHONE **(304)424-7353** DATE **10/20/2010**

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----- CONTACT PERSON (PLEASE PRINT CLEARLY): Mark H. Haverty ----- ***** THIS IS THE END OF RFQ 6611C011 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **(304)424-7353** DATE **10/20/2010**

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 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 Department,

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. 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
Boone	Rock Creek	250	<u>NO BID</u>	
Boone	Seth	75		
Boone	Clinton	175		
Clay	C.R 11	100		
Kanawha	Elkview	100		
Kanawha	Chelyan	150		
Kanawha	St. Albans	100		
Kanawha	North Charleston	100		
Kanawha	Pennsylvania Ave	35		
Kanawha	Cooridor G	30		
Mason	Point Pleasant	200		
Putnam	Red House	75		
Putnam	Scary	30		
Putnam	Hurricane	75		
I-79 Sec. 6	Amma	50		
I-77 Sec. 3	Sissonsville	100		

NOTE: Vendor should type Bid Schedule

The "Bid Schedule" is available 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>NO BID</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 PRICE PER TON FOB DIV. STORAGE SITE	MODIFIED DELIVERED PRICE PER TON FOB DIV. STORAGE SITE
Calhoun	Millstone	200	<u>NO BID</u>	_____
Jackson	Ripley	300	_____	_____
Pleasants	St. Marys (Colin-Anderson Lot)	75	_____	_____
Ritchie	Ellenboro	75	_____	_____
Roane	Spencer	225	_____	_____
Roane	WV 36 Left Hand	25	_____	_____
Wirt	Elizabeth	75	_____	_____
Wood	WV 95, Parkersburg	300	_____	_____
Corridor D	Pennsboro	0	_____	_____
I-77 Sec. 1	Mill Run Road	35	_____	_____
I-77 Sec. 2	Medina	20	_____	_____

11. BIDDING SCHEDULE

WINTER GRADE BITUMINOUS PATCHING MIXTURE

DISTRICT 4

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	STANDARD DELIVERED PRICE PER TON FOB DIV. STORAGE SITE	ODIFIED DELIVERED PRICE PER TON FOB DIV. STORAGE SITE
Doddridge	Smithburg	100	NO BID	
Harrison	Gore	300		
Marion	Fairmont	100		
Marion	Mannington	75		
Monongalia	Ridgedale	200		
Monongalia	Pentress	75		
Preston	Albright	300		
Preston	Bruceton	100		
Preston	Terra Alta	100		
Preston	Fellowsville	100		
Preston	Aurora	100		
Taylor	Pruntytown	75		
APD-50	Tunnel Hill	50		
I-68	Coopers Rock	25		
I-79	Lost Creek Yard	50		
I-79	Goshen Road	25		

11. BIDDING SCHEDULE

WINTER GRADE BITUMINOUS PATCHING MIXTURE

DISTRICT 5

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	STANDARD DELIVERED PRICE PER TON FOB DIV. STORAGE SITE	MODIFIED DELIVERED PRICE PER TON FOB DIV. STORAGE SITE
Berkeley	Martinsburg & I-81	300	NO BID	
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		81.75
Hancock	New Manchester	220		83.25
Marshall	Cameron	700		90.00
Marshall	Glen Dale	1300		85.00
Ohio	Triadelphia	150		85.00
Tyler	Centerville	100		94.00
Tyler	Sistersville	100		90.75
Wetzel	Hundred	100		94.25
Wetzel	New Martinsville	150		95.00
Wetzel	Pine Grove	100		95.00
I-70	Woodland (Elm Grove)	50		85.00

11. BIDDING SCHEDULE

WINTER GRADE BITUMINOUS PATCHING MIXTURE

DISTRICT 7

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	STANDARD DELIVERED PRICE PER TON FOB DIV. STORAGE SITE	MODIFIED DELIVERED PRICE PER TON FOB DIV. STORAGE SITE
Barbour	Philippi	70	NO BID	
Braxton	Laurel Court	150		
Gilmer	Glenville HQ	60		
Lewis	Weston	100		
Upshur	Buckhannon	75		
Webster	Cherry Falls	25		
Webster	Cowen	25		
Webster	Hacker Valley	25		
I-79 Sec. 4	Burnsville	25		
I-79 Sec. 5	Coon Knob	25		

11. BIDDING SCHEDULE

WINTER GRADE BITUMINOUS PATCHING MIXTURE

DISTRICT 8

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	STANDARD DELIVERED PRICE PER TON FOB DIV. STORAGE SITE	MODIFIED DELIVERED PRICE PER TON FOB DIV. STORAGE SITE
Pendleton	Franklin	100	NO BID	
Pocahontas	Marlinton	25		
Randolph	Elkins	100		
Tucker	Parsons	60		

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
Fayette	Oak Hill	100	<u>NO BID</u>	_____
Fayette	Lookout	100	_____	_____
Fayette	Glen Ferris Lot	150	_____	_____
Greenbrier	Lewisburg	125	_____	_____
Greenbrier	Crawley	100	_____	_____
Greenbrier	I-64, Harts Run	15	_____	_____
Monroe	Union	275	_____	_____
Nicholas	Muddlety	25	_____	_____
Nicholas	Curtin	25	_____	_____
Nicholas	Summersville	150	_____	_____
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
McDowell	McDowell Co. HQ	100	<u>NO BID</u>	
Mercer	Mercer Co. HQ	100		
Raleigh	Raleigh Co. HQ	100		
Wyoming	Wyoming Co. HQ	100		

State of West Virginia

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: [Signature]
Date: 10/20/2010 Title: Assistant Vice-President

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

RFQ No. 6611C011

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

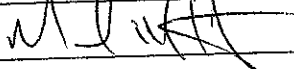
"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Kelly Paving, Inc.

Authorized Signature:  Date: 10/20/2010

State of Ohio

County of Jefferson, to-wit:

Taken, subscribed, and sworn to before me this 20 day of ~~December~~ October, 20 10

My Commission expires April 9, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC



EDWARD J. LEONARD
Notary Public, State of Ohio
My Commission Expires April 9, 2011

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