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## Header 1

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## General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)

Procurement Folder: 435837

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0621

Vendor ID:  

SO Doc ID: DJS1800000004

Legal Name: WOLFES EXCAVATING LLC

Published Date: 5/1/18

Alias/DBA: Alex E Wolfe

Close Date: 5/9/18

Total Bid: \$124,903.80

Close Time: 13:30

Response Date:  

Status: Closed

Response Time: Solicitation Description:   

Total of Header Attachments: 1

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Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 435837

**Solicitation Description :** ADDENDUM 3 PAVING AND STRIPING OF PARKING LOT- RUBENSTEIN

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2018-05-09 13:30:00	SR 0621 ESR05091800000005105	1

<b>VENDOR</b>
000000185024 WOLFES EXCAVATING LLC Alex E Wolfe

**Solicitation Number:** CRFQ 0621 DJS1800000004

**Total Bid :** \$124,903.80      **Response Date:** 2018-05-09      **Response Time:** 11:53:41

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Paving and Striping Parking Lot				\$124,903.80

Comm Code	Manufacturer	Specification	Model #
72103301			

**Extended Description :** Vendor to provide all labor, materials, equipment and associated costs to Pave and Stripe parking lot at the Rubenstein Center as per the specifications

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Wolfe's Excavating, LLC  
Contractor's License No.: WV- WV043545

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

**7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

- The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

**c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:**

- i. The subcontractor listed in the original bid has filed for bankruptcy;**
- ii. The subcontractor in the original bid has been debarred or suspended; or**
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.**



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

\_\_\_\_\_  
(Name, Title)  
James Pumphrey - Project Manager  
\_\_\_\_\_  
(Printed Name and Title)  
70 Columbia Blvd Clarksburg, WV 26301  
\_\_\_\_\_  
(Address)  
304-1641-7595 304-842-9051  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
j.pumphrey @ Wolfes excavating . com  
\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Wolfes Excavating, LLC  
\_\_\_\_\_  
(Company)

 James Pumphrey Project Manager  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

James Pumphrey Project Manager  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

5-8-18  
\_\_\_\_\_  
(Date)

304-1641-7595 304-842-9050  
\_\_\_\_\_  
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DJS1800000004**

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

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

**Addendum Numbers Received:**

*(Check the box next to each addendum received)*

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

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

Wolfe's Excavating, LLC  
Company

  
Authorized Signature

5-8-18  
Date

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

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**CRFQ DJS1800000004**  
**Parking Lot Paving & Striping at Rubenstein Center**

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**GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf West Virginia Division of Juvenile Services to establish a one-time contract for the following:

To pave and stripe the existing parking lot at the Rubenstein Center located at 141 Forestry Camp Rd., Davis, WV. Total estimated paving 62,400 sq. feet. Vendor will verify actual measurements during Mandatory Pre-Bid Meeting.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Specifications/Project Plans.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

**2.1 “Construction Services”** means all labor, materials & associated costs to pave and stripe the parking lot as more fully described in the Specifications/Project Plans.

**2.2 “Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

**2.3 “Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

**2.4 “Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

- 4. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

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**4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least three (3) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

**4.2. WV Contractors License**

- 5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected. Contractor will finish the job and submit Invoice before June 30, 2018 or sooner.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(e), if the Pricing Pages contain alternates/add-ons, there must be no more than seven listed, and the alternates/add-ons will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. Provided, that Agency may accept an alternate out of the listed order if acceptance would not affect determination of the lowest qualified responsible bidder. Any unaccepted alternate contained within a bid shall expire one hundred fifty days after the date of the opening of bids for review.
- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
- 8. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
- 9. PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

**No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.

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**Parking Lot Paving & Striping at Rubenstein Center**

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- **Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

**10. CONDITIONS OF THE WORK**

- 10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.
- 10.2. Policies-** All vendors will adhere to WV Division of Juvenile Services' Policy 151.00, 311.00 and 309.00 "See attached Exhibit C." Only the awarded vendor will be required to submit the documents after the contract has been encumbered and before Notice to Proceed is issued.
- 10.3. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.
- 10.4. Standard Work Hours:** The standard hours of work for this Contract will be 8:00 am to 4:00 pm excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.
- 10.5. Project Closeout:** Project Closeout shall include the following:
- 10.5.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:
    - 10.5.1.1.** Bumpers to be re-installed correctly.
    - 10.5.1.2.** All refuse cleaned up and paving area swept and clean. Rake out and repair any ruts or damage on unpaved surfaces created by equipment or contractor.

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**Parking Lot Paving & Striping at Rubenstein Center**

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**10.5.2. Final Inspection:** Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

**11. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**11.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**11.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

**11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

**11.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

**12. MISCELLANEOUS:**

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

Contract Manager: James Pumphrey

Telephone Number: 304-1641-7595

Fax Number: 304-842-9050

Email Address: j.pumphrey@wolksexcavating.com

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**EXHIBIT A – Pricing Page**

Pricing Page- Exhibit A		
Item #	Description	
1	All materials, labor, equipment and any associated costs to pave and stripe the parking lot at the Rubenstein Center	\$ 124,903.80
Failure to use this form may result in disqualification		
<i>Bidder / Vendor Information:</i>		
Name: <u>Wolfe's Excavating, LLC</u>		
Address: <u>70 Columbia Blvd</u> <u>Clarksburg, WV 26301</u>		
Phone#: <u>304-641-7595</u>		
Email Address: <u>jpumphrey@wolfesexcavating.com</u>		

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**EXHIBIT B – SPECIFICATIONS/PROJECT PLANS**

**13. GENERAL REQUIREMENTS: (SEE EXHIBIT D FOR PROJECT LAYOUT)**

**13.1 FLEXABLE PAVING**

**13.1.1 SCOPE:**

- Mill and dispose of 2 inches of existing surface. (can be disposed of on-site)
- Apply two I-inch courses of super pave hot-mix asphalt skid resistant pavement, type 19 WVDOT Item 401
- Apply tack coat to surface to be paved in accordance with WVDOH standards.
- Apply I-inch course of super pave hot-mix scratch/leveling asphalt pavement, type 19, in accordance with WVDOH standards.
- Apply I-inch wearing course of super pave hot-mix skid resistant pavement, type 19, in accordance with WVDOH standards.
- Install pavement markings as indicated in indicated locations.

**13.1.2 MATERIALS**

- All Asphalt in accordance with WVDOH standards.
- Primer: In accordance with WVDOH standards.
- Tack Coat: In accordance with WVDOH standards.
- Oil: In accordance with WVDOH standards

**13.1.3 ASPHALT PAVING MIX**

- Use dry material to avoid foaming, Mix uniformly.
- All courses in accordance with WVDOH standards
- Mix Temperature: In accordance with WVDOH standards

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**13.1.4 PREPARATION - TACK COAT**

- Apply tack coat in accordance with WVDOH standards.
- Apply tack coat to contact surfaces of curbs, gutters and other concrete surfaces.
- Coat surfaces of manholes, catch basins, and other utility structure frames with Oil to prevent bond with asphalt pavement. Do not tack these surfaces.

**13.1.5 PLACING ASPHALT PAVEMENT- DOUBLE COURSE**

- Place asphalt scratch/leveling course within 24 hours of applying tack coat.
- Place wearing course with 24 hours of placing scratch/leveling course. When more than 24 hours between courses, clean surface and apply tack coat before placing wearing course.
- Compact each course by rolling to specified density. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.
- Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

**13.1.6 TOLERANCES**

- Flatness: maximum variation of % inch measured with 100-foot straight edge.
- Scheduled compacted thickness: within % inch.

**13.1.7 PROTECTION OF FINISHED WORK**

- Immediately after placement, protect pavement from mechanical injury until surface temperature is less than 140 degrees F.

**13.1.8 ENVIRONMENTAL REQUIREMENTS**

- Do not place asphalt when ambient air or base surface temperature is less than 40 degrees F, or surface is wet or frozen.

**13.2 PAVEMENT STRIPING**

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**13.2.1 PERFORMANCE REQUIREMENTS**

- **Paint Adhesion:** Adhere to road surface forming smooth continuous film one minute after application.
- **Paint Drying:** Tack free by touch so as not to require coning or other traffic control devices to prevent transfer by vehicle tires within two minutes after application.

**13.2.2 QUALITY ASSURANCE**

- Perform work in accordance with WVDOH standards

**13.2.3 ENVIROMENTAL REQUIREMENTS**

- Do not apply materials when surface and ambient temperatures are outside temperature ranges required by paint product manufacturer.
- Do not apply exterior coatings during rain or snow when relative humidity is outside humidity ranges, or moisture content of surface exceeds those required by paint manufacturer.
- Do not apply paint when temperatures are expected to fall below 50 degrees F for 24 hours after application.

**13.2.4 PAINTED PAVEMENT MAKINGS**

- Furnish materials accordance with WVDOH standards

**13.2.5 PREPARATION**

- Prevent interference with marking operations and to prevent traffic on newly applied markings before markings dry.
- Maintain travel lanes between 6:00 AM to 9:00 AM, and between 3:00 PM and 5:00 PM.
- Clean and dry paved surface prior to painting.
- Blow or sweep surface free of dirt, debris, oil, grease or gasoline.
- Spot location of final pavement markings as specified and as indicated on drawings.

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- Install work in accordance with WVDOH standards.
- Apply markings to indicated dimensions at indicated locations.
- Collect and legally dispose of residues from painting operations.

**13.3 SIZE OF PARKING LOT.**

**13.3.1** Existing lot to be milled, paved and striped is approximately 62,400 sq. ft.  
Front lot approximately 46,680 sq. ft.  
Back lot approximately 15,682 sq. ft.  
See Drawing A& B (Attachment D)

**13.3.2** Vendor will be responsible for verifying their own measurements for this project. Measurements will be done at the pre-bid meeting.

**CERTIFICATE OF UNDERSTANDING**

I, James Pumphrey (Print Name), an intern/contracted employee/volunteer  
of the Division of Juvenile Services at Rubenstein (Name of Facility),

do hereby affirm that I have read and understand Policy #151.00, Prison Rape Elimination Act (PREA).

[Signature] SIGNATURE

5-8-18 DATE

[Signature] WITNESS

5-8-18 DATE

West Virginia Ethics Commission  
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 8D-1-2)

Contracting Business Entity: Wolfe's Excavating, LLC Address: 70 Columbia Blvd  
Clarksburg, WV 26301

Authorized Agent: [Signature] Address: 70 Columbia Blvd Clarksburg WV 26301

Contract Number: CRFA 0621 DJS180000004 Contract Description: Paving + Striping

Governmental agency awarding contract: Juvenile Services Div of WV

Check here if this is a Supplemental Disclosure

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

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

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

Boca Construction  
Police Seal Coating, LLC

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

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

Alex Wolfe

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

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

Signature: [Signature]

Date Signed: 5-8-18

Notary Verification

State of West Virginia, County of Hamison:

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

Taken, sworn to and subscribed before me this 8th day of May, 2018.

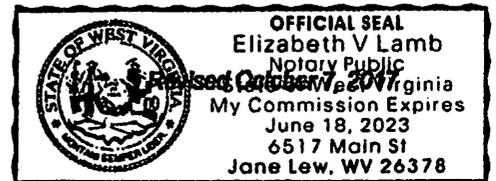
[Signature]  
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: CRFQ 0621 DJS180000004  
Contract Purpose: Paving / Line Striping  
Agency Requesting Work: Juvenile Services of WV

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Vendor Contact Information:**

Vendor Name: Wolfe's Excavating, LLC Vendor Telephone: 304-842-9050  
Vendor Address: 70 Columbia Blvd Vendor Fax: 304-842-9051  
Clarksburg WV 26301 Vendor E-Mail: jamphey@wolvesexcavating.com



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,  
COUNTY OF Harrison, TO-WIT:

I, Danny Rider, after being first duly sworn, depose and state as follows:

1. I am an employee of Wolfe's Excavating, LLC; and,  
(Company Name)
2. I do hereby attest that Wolfe's Excavating, LLC  
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with *West Virginia Code §21-1D*.

The above statements are sworn to under the penalty of perjury.

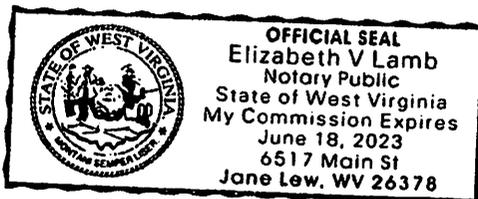
Printed Name: Danny Rider  
 Signature: [Signature]  
 Title: Safety Coordinator  
 Company Name: Wolfe's Excavating, LLC  
 Date: 5-8-18

Taken, subscribed and sworn to before me this 8<sup>th</sup> day of May, 2018.

By Commission expires June 18, 2023

(Seal)

[Signature]  
 (Notary Public)



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(l), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

- **EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Wolfe's Excavating, LLC

Authorized Signature: [Signature] Date: 5-8-18

State of West Virginia

County of Harrison, to-wit:

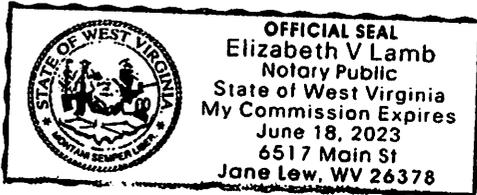
Taken, subscribed, and sworn to before me this 8<sup>th</sup> day of May, 2018.

My Commission expires June 18, 2023.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature]  
Purchasing Affidavit (Revised 01/19/2018)



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DJS1800000004**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Walte's Excavating, LLC  
Company

  
Authorized Signature

5-8-18  
Date

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Wolfe's Excavating, LLC  
of Clarksburg WV, as Principal, and The Guarantee Company of North America USA  
of Southfield MI, a corporation organized and existing under the laws of the State of Michigan  
with its principal office in the City of Southfield, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Rubenstein Paving and Striping of Parking Lot in Davis, WV, CRFQ 0621 DJS1800000004

**NOW THEREFORE,**

- (a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 9th day of May, 2018.

Principal Seal

Wolfe's Excavating, LLC

(Name of Principal)

By [Signature]

(Must be President, Vice President, or  
Duty Authorized Agent)

Owner

(Title)

Surety Seal

The Guarantee Company of North America USA

(Name of Surety)

Wendy A. Bright

Wendy A. Bright, Attorney-in-Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**



**POWER OF ATTORNEY**

**NOW ALL BY THESE PRESENTS:** That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Josephine M. Streyle, Barbara A. Leeper, Patti K. Lindsey, Jay Black, Brian F. Jeffe, Brian G. Hartman, Wendy A. Bright, Alexandra Machnik Seubert & Associates, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1<sup>st</sup> day of March, 2018.



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

**STATE OF MICHIGAN  
County of Oakland**

**Stephen C. Ruschak, President & Chief Operating Officer**

**Randall Musselman, Secretary**

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2024  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 9<sup>th</sup> day of May, 2018



**Randall Musselman, Secretary**