



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
 667C0012

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 JOHN JOHNSTON
 304-558-2402

VENDOR

*709022557 01 800-388-4338
 QPR A DIVISION OF LAFARGE NA
 12735 MORRIS RD
 #200
 ALPHARETTA GA 30004

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/30/2006				

BID OPENING DATE: 11/22/2006 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 VENDORS PLEASE TYPE PRICES. OPEN END CONTRACT TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSAR TO SUPPLY WINTER GRADE BITUMINOUS PATCHING MIXTURE (STANDARD AND/OR MODIFIED) IN THE ESTIMATED QUANTITIES AT THE LOCATIONS SPECIFIED IN THE BID SCHEDULE. SEE ATTACHED 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800 388 4338	DATE 11/20/06
TITLE SJM Coor	FEIN 581290226	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	800 388 4338	11/20/06	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
SJM Analyst	581290226		

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR ORDERS THAT ARE LESS THAN \$2,500 AS A CONDITION OF AWARD.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 800 388 4338	DATE 11/20/06
TITLE <i>[Signature]</i>	FEIN 581290226	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() 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</p>						

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SIGNATURE	TELEPHONE	DATE
<i>John Johnston</i>	800 388 4338	11/20/06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sr Analyst	581290226	

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<p>BIDDER: <i>QPR a Division of Lafarge</i></p> <p>DATE: <i>11/20/06</i></p> <p>SIGNED: <i>[Signature]</i></p> <p>TITLE: <i>Sales and Marketing Analyst</i></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: *900 388 4338* DATE: *11/20/06*

TITLE: *S&M Analyst* FEIN: *581290226* ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER: 33 RFQ. NO.: 667C0012 BID OPENING DATE AND TIME PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 678 746 2238 CONTACT PERSON (PLEASE PRINT CLEARLY): Chris Grant ***** THIS IS THE END OF RFQ 667C0012 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
SIGNATURE <i>[Signature]</i>	TELEPHONE 800 388 4338 DATE 11/20/06
TITLE SPM Analyst	FEIN 581290226 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
Contract Administration Division
1900 Kanawha Blvd., East
Building 5, Room A-725
Charleston, West Virginia 25305-0430

DESCRIPTION

The patching material shall be composed of a suitable aggregate plant mixed with a liquid bituminous material and chemical additives. The bituminous 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 consist 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, or as recommended by the supplier of the liquid asphalt with additives when Modified Winter Grade Bituminous Patching Mix is being produced.

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

The aggregate fraction of the final mixture, in addition to meeting the requirements of 703.2.2, shall have a majority of all particle sizes crushed. Questionable aggregates shall be tested as per MP 703.00.21, except the No. 8 sieve will be used.

Bituminous Material

1. Standard Winter Grade Bituminous Patching Mix

The bituminous material shall be a liquid asphalt with chemical anti-stripping additives conforming to the requirement of the West Virginia Division of Highways' Standard Specifications, Subsection 705.1.

or,

2. Modified Winter Grade Bituminous Patching Mix

The bituminous material shall be liquid asphalt with chemical anti-stripping additives conforming to the requirements of ASTM D 1664 and ASTM D 2027 modified as follows:

Flash Point: 79°C (175°F) Minimum

Kinematic Viscosity at 60° (140°F) CST 250-800

Water: 0.2% Maximum

Distillate Test:

To 225°C (437°F): None

To 260°C (500°F): 0-15%

To 315°C (600°F): 15-75%

Residue at 360°C (680°F): 75% Minimum

Residue Tests:

Penetration at 25°C (77°F): 150-300

Ductility at 25°C (77°F): 100 cm. minimum

Solubility in trichloroethylene: 99% minimum

The test results for the liquid asphalt with chemical anti-stripping additives shall be presented to the respective Division of Highways District Materials Engineers/Supervisors for review prior to production of Modified Winter Grade Bituminous Patching Mix.

COMPOSITION OF MIXTURE

The aggregates and bituminous 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 MP 401.02.23, except material failing to meet specification requirements on the No. 200 sieve shall not be accepted.

The asphalt fraction of the mixture shall be within the master ranges when Standard Winter Grade Bituminous Patching Mix is being produced, or as recommended by the supplier of the liquid asphalt with additives when Modified Winter Grade Bituminous Patching Mix is being produced.

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. A plant mix formula for Standard Winter Grade Bituminous Patching Mix shall be developed in accordance with MP 401.02.22, and the Marshall Test Procedure described in AASHTO T-245. 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 Table 401.02.22A and Table 401.02.22B. The air void content for Standard Winter Grade Bituminous Patching Material shall be 5-7 percent.

The proposed plant mix formula shall be documented on Department Form T-400 and together with plant calibration test data set forth above shall be forwarded to the District Materials Engineer/Supervisor. The T-400 shall then be transmitted to the Materials Control and Testing Division for final review and revision.

Changes in Plant Mix Formula

Should the producer 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 be done in accordance with MP 401.02.23.

Acceptance Testing

Shall be as stipulated in Section 401.7.1 of the Division of Highways' Standard Specifications.

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 bituminous 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.

WORKABILITY

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

The aggregate and liquid asphalt intended for usage shall meet the 95% coating requirement in ASTM D 1664 before utilizing the materials.

When tested in accordance with ASTM D 2489, modified to perform the test at the end of the stockpiling period on the producer's yard, the total amount of not coated particles shall not exceed 10%.

If the material fails to conform to the requirement of the specifications the producer may rework the existing material or provide new material.

STORAGE

The mix shall be maintained on the producer'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.

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 his 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.

NOTE: Vendor should type price

10. 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	0	NB	125 ⁰⁰
Boone	Seth	0		125 ⁰⁰
Boone	Clinton	0		125 ⁰⁰
Clay	C.R 11	75		125 ⁰⁰
Clay	Maysel Lot	0		125 ⁰⁰
Kanawha	North Charleston	0		125 ⁰⁰
Kanawha	Elkview	50		125 ⁰⁰
Kanawha	Chelyan	35		125 ⁰⁰
Kanawha	St. Albans	50		125 ⁰⁰
Mason	Point Pleasant	100		125 ⁰⁰
Putnam	Red House	75		125 ⁰⁰
Putnam	Hurricane	75		125 ⁰⁰
I-64 Sec. 2	Scary	0		125 ⁰⁰
I-64 Sec. 3	Rt 119 & Penn. Ave.	0		125 ⁰⁰
I-79 Sec. 6	Amma	20		125 ⁰⁰
Corridor G	Ruth	0		125 ⁰⁰
I-77 Sec. 3	Sissonville	45		125 ⁰⁰

10. 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	NB	NB
Lincoln	West Hamlin	0		
Lincoln	Yawkey	0		
Logan	Chapmanville & Corridor G	100		
Logan	Wilkinson HQ	100		
Logan	Man Substation	80		
Mingo	Millers Creek HQ	100		
Mingo	Gilber	100		
Wayne	Wayne	300		
Wayne	Kenova	100		
Wayne	Crum	100		
I-64	Huntington	80		

10. 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	NB	\$ 73.00
Jackson	Ripley	300	}	70.00
Pleasants	St. Marys (Colin-Anderson Lot)	75		70.00
Ritchie	Ellenboro	75		70.00
Roane	Spencer	225		73.00
Roane	WV 36 Left Hand	75		73.00
Wirt	Elizabeth	75		70.00
Wood	WV 95, Parkersburg	300		65.00
Corridor D	Greenwood	0		70.00
I-77	Mill Run Road	35		70.00
I-77 Sec. 2	Medina	20		70.00

10. 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	125 NB	125 ⁰⁰
Harrison	Gore	300		125 ⁰⁰
Marion	Fairmont	100		125 ⁰⁰
Marion	Mannington	100		125 ⁰⁰
Monongalia	Sabraton	150		125 ⁰⁰
Monongalia	Pentress	75		125 ⁰⁰
Preston	Albright	100		125 ⁰⁰
Preston	Bruceton	50		125 ⁰⁰
Preston	Terra Alta	50		125 ⁰⁰
Preston	Fellowsville	50		125 ⁰⁰
Preston	Aurora	50		125 ⁰⁰
Taylor	Pruntytown	200		125 ⁰⁰
APD-50	Tunnel Hill	50		125 ⁰⁰
I-68	Coopers Rock	50		125 ⁰⁰
I-79	Lost Creek Yard	100		125 ⁰⁰
I-79	Goshen Road	50		125 ⁰⁰

10. 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	NB	NB		
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			C	J
Morgan	Berkeley Springs	250				

10. 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	100	125	125 ⁰⁰
Hancock	New Manchester	200		125 ⁰⁰
Marshall	Cameron	175		125 ⁰⁰
Marshall	Glen Dale	300		125 ⁰⁰
Ohio	Triadelphia	150		125 ⁰⁰
Tyler	Centerville	100		125 ⁰⁰
Tyler	Sistersville	80		125 ⁰⁰
Wetzel	Hundred	100		125 ⁰⁰
Wetzel	New Martinsville	100		125 ⁰⁰
Wetzel	Pine Grove	100		125 ⁰⁰
I-70	Woodland (Elm Grove)	0		125 ⁰⁰

10. 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	125 NB	125 ⁰⁰
Braxton	Laurel Court	150		125 ⁰⁰
Gilmer	Glenville HQ	60		125 ⁰⁰
Lewis	Weston	100		125 ⁰⁰
Upshur	Buckhannon	75		125 ⁰⁰
Webster	Cherry Falls	25		125 ⁰⁰
Webster	Cowen	25		125 ⁰⁰
Webster	Hacker Valley	25		125 ⁰⁰
I-79 Sec. 4	Burnsville	25		125 ⁰⁰
I-79 Sec. 5	Coon Knob	25		125 ⁰⁰

10. 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	OB	OB
Pocahontas	Marlinton	25	J	J
Randolph	Elkins	100	J	J
Tucker	Parsons	60		

10. 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	75	NIS	NIS
Fayette	Lookout	60		
Fayette	Glen Ferris	20		
Fayette	Cor. L, Oak Hill	0		
Greenbrier	Lewisburg	80		
Greenbrier	Crawley	100		
Greenbrier	I-64, Harts Run	20		
Monroe	Union	75		
Monroe	Peterstown	50		
Nicholas	Summersville	160		
Nicholas	Curtin	0		
Summers	Summers Co. HQ	100		

10. 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	Havaco	100	<u> NB </u>	<u> NB </u>
McDowell	Johnny Cake	0	<u> </u>	<u> </u>
McDowell	Yukon	0	<u> </u>	<u> </u>
Mercer	Mercer Co. HQ	200	<u> </u>	<u> </u>
Raleigh	Raleigh Co. HQ	200	<u> </u>	<u> </u>
Wyoming	Still Run	100	<u> J </u>	<u> J </u>

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.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: QPR a Division of Labarge

Authorized Signature: [Signature] Date: 11/20/06

QPR[®] High Performance Permanent Pavement Repair Material MATERIAL SPECIFICATION

DESCRIPTION

This material shall be a plant or pugmill mixed, high performance pavement patching material capable of storage in an uncovered outdoor stockpile for a minimum of 12 months. It shall be composed of laboratory approved mineral aggregates and modified bituminous QPR[®] Liquid Blend capable of coating wet aggregates (up to 4% moisture) without stripping and have stripping resistance of retained coating of not less than 95%. The permanent asphalt repair shall be uniform, remain flexible and cohesive to -15° F. and be capable of retaining adhesive qualities in wet applications. The patching materials shall be able to repair asphalt, concrete, surface treated roads and shall not require removal and replacement if ever the pavement is overlaid.

ENVIRONMENTAL COMPLIANCE

The modified bituminous asphalt repair must have an independent test conducted by a certified laboratory as to toxicology results in a Static Acute Bio Assay Procedures for Hazardous Materials which determines effect of run-off into waterways, lakes, ponds and ground water. Furthermore, results of analysis for the toxicity should indicate a 0% mortality rate of Daphnia magna at 100% effluent concentration. Further, the repair material must be classified as non-hazardous, and biologically non-toxic. Laboratory results must be available for review.

MATERIALS

A) Aggregate

The aggregate shall consist of 100% crushed stone or a laboratory approved equivalent under ASTM C-136. All aggregate is to be from approved sources, and representative samples of both fine and coarse aggregate shall be from the plant site and laboratory tested. Sampling and testing methods shall be in accordance with accepted local practice.

Gradation analysis to comply with all local requirements. Recommended gradation analysis is as follows:

<u>SCREEN SIZES</u>	<u>PERCENTAGE PASSING</u>
3/8"	100
#4	20 - 85
#8	2 - 30
#16	0 - 10
#50	0 - 6
#200	0 - 2

All aggregate percentages are based on the total weight of aggregate.

ASTM	C-88	Soundness Loss	12.0% Max.
ASTM	C-131	Los Angeles Abrasion	40.0% Max.
ASTM	C-117	-200 Sieve (by wash)	2.0% Max.
ASTM	C-127, 128	Absorption	1.0 - 2.0% Max.
ASTM	C-127, 128	Specific Gravity	2.55 - 2.75% Max
ASTM	C-123	Soft Aggregates	3.0% Max.



Aggregate Acceptance

Aggregate compatibility approval must be obtained from the QPR quality control facility in Mississauga, Ontario prior to material mixing at any mixing plant.

B) Bituminous Material

The modified bituminous liquid blend shall be QPR® which meets the following requirements:

ASTM D-1310	Flashpoint (TOC):	200° F (94° C.) minimum
ASTM D-2170	Kinematic Viscosity at 60° C (140° F):	300-4000
ASTM D-95	Water:	0.2% maximum
ASTM D-402	Distillate Test (Volume of original sample):	
	To 457° F (225° C)	None
	To 500° F (260° C)	0 - 5%
	To 600° F (315° C)	0 - 25%
	Residue from distillate at 680° F (360° C)	72 - 95%

RESIDUE TESTS

ASTM D-2171	ABS. Viscosity at 140° F (60° C):	125-425 poises
ASTM D-5	Penetration: .	200 Minimum
ASTM D-113	Ductility at 39° F (4° C) 0.4 in./Min:	100 Minimum
ASTM D-2042	Solubility in Tricloroethylene:	99% Minimum

QPR® Liquid Blend shall be shipped from authorized blending terminal locations. Liquid shall be completely blended at terminal under supervision of authorized Quality Control personnel. No additives, modifiers, or extra ingredients are to be introduced into the liquid blend at any time after shipment from terminal. A copy of bill of lading and material certification shall accompany every shipment. Liquid Blend shall be shipped in insulated tankers to maintain oil temperature during transportation.

PLANT MIX

The cold mix shall consist of aggregates meeting material as specified in Section *A) Aggregate*, and the bituminous liquid blend meeting material specified in section *B) Bituminous Material* as indicated in the proposed job mix formula. Bituminous material shall be accepted at the supplier's source and at the plant site on the basis of a supplier material certification.

The preferred mixing ratio shall be 4.5% to 6% liquid blend finished ton (2000 lbs.) of mixed material. Continuous on-site testing will determine exact final mixing ratio which will be identified in the final job mix formula. All aggregate percentages are based on the total weight of the aggregate. The bituminous liquid blend content is based on the total weight of the mix.

The job mix formula information shall provide:

- Aggregate gradation band and aggregate type.
- Bituminous material - amount and type including any additives used.
- Temperature ranges for material preparation.

MANUFACTURING PREPARATION & OPERATION

Hot Mix Plant Production

The mixture is to be produced through a conventional hot asphalt plant only under the direct supervision of a qualified QPR sales representative and finished product will not exceed 180°F. The



bituminous liquid blend shall not be heated above 200°F. The final mixture must be tested in accordance with QPR on-site quality control requirements,

Pugmill Production

The mixture can be produced through a cold manufacturing process (PUGMILL). The QPR® Bituminous Liquid Blend shall be heated between 200°F to 220°F. The QPR® Liquid Blend temperature is elevated to help with the adhesion process between the bituminous liquid and the aggregate. The finished mix will not exceed 180°F when produced through the Pugmill. The final mixture must be tested in accordance with the QPR on-site quality control requirements.

STOCKPILE INSPECTION

Prior to production, the stockpile site is to be inspected for any contaminant such as dirt, sand or debris that may affect the quality of the QPR® High Performance Cold Patch. The stockpile area should be a hard surface, preferably paved with concrete, or a bituminous surface.

SPECIFICATION SAMPLING

A one quart sample of the QPR® Liquid Blend will be retained at the asphalt depot prior to shipping. On delivery of the tank truck, an additional one-quart sample will be taken by the QPR sales representative and is to be retained by the customer/producer for a period of one year, or until the stockpile is depleted.

QPR® QUALITY CONTROL

On each load, a Quality Control Report will be prepared by the QPR quality control technician. All phases of production of the plant operation and the material testing on each 150 tons of production will be prepared and entered accordingly in each category. Site tests will be completed which include Spot Test, Strip Resistance, Coating Observation and Roll Test.

HEATING OF FINISHED PRODUCT

QPR® should not be heated above 70°F (21°C) when utilizing a hot box.

TRAINING OF INSTALLATION CREWS

Lafarge will make available a complete training program for all road crews to ensure correct patching methods, along with updates on this subject.

STOCKPILING

One (1) year shelf life. QPR® may be stockpiled up to 12 months in an uncovered outdoor stockpile.

QPR® High Performance Pavement Repair, when applied according to our directions to deteriorated concrete or bituminous pavement surfaces, is guaranteed to adhere permanently to the repaired area for the life of the repair or until the surrounding pavement area fails. Lafarge will replace actual volumes of QPR® at no charge for any QPR® High Performance Pavement Repair that should ever ravel or release from a properly repaired area.

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