



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
668C0010

PAGE
1

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

VENDOR

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

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/31/2007				

BID OPENING DATE: 11/20/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	TN		745-67		
WINTER GRADE BITUMINOUS PATCHING OPEN END CONTRACT LABOR, MATERIALS, AND EQUIPMENT TO SUPPLY WINTER GRADE BITUMINOUS PATCHING MIXTURE (STANARD AND/OR MODIFIED) IN THE ESTIMATED QUANTITIES FOR THE LOCATIONS SPECIFIED IN THE BID SCHEDULE 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 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Roger Thomas</i>	TELEPHONE 304-424-7353	DATE 11/20/07
TITLE Area Manager	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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

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

SIGNED BID TO:

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



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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Roger Thomas</i>	TELEPHONE 304-424-7353	DATE 11/20/07
TITLE Area Manager	FEIN 55-058-3614	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.:</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>						

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SIGNATURE <i>Roger Thomas</i>	TELEPHONE 304-424-7353	DATE 11/20/07
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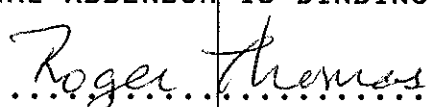
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	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY 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 11/20/07 DATE </p> <p>REV. 11/96</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</p>						

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SIGNATURE <i>Roger Thomas</i>	TELEPHONE 304-424-7353	DATE 11/20/07
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<p>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 CERTIFICATION; OR</p> <p>(X) 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>(X) 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>						

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SIGNATURE <i>Roger Thomas</i>	TELEPHONE 304-424-7353	DATE 11/20/07
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<p>OR () 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Rogee Thomas</i>	TELEPHONE 304-424-7353	DATE 11/20/07
TITLE Area Manager	FEIN 55-0583614	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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.</p> <p>BIDDER: ----- Kelly Paving, Inc.</p> <p>DATE: ----- November 20, 2007</p> <p>SIGNED: ----- <i>Roger Thomas</i></p> <p>TITLE: ----- Area Manager</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>						

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SIGNATURE <i>Roger Thomas</i>	TELEPHONE 304-424-7353	DATE 11/20/07
TITLE Area Manager	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 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.

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.

NOTE: Vendor should type Bidding Schedule

11. 11. BIDDING SCHEDULE

WINTER GRADE BITUMINOUS PATCHING MIXTURE

DISTRICT 1

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

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	No bid	
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	No bid	
Jackson	Ripley	300		
Pleasants	St. Marys (Colin-Anderson Lot)	75		
Ritchie	Ellenboro	75		
Roane	Spencer	225		
Roane	WV 36 Left Hand	75		
Wirt	Elizabeth	75		
Wood	WV 95, Parkersburg	300		
Corridor D	Greenwood	12		
I-77	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	MODIFIED DELIVERED PRICE PER TON FOB DIV. STORAGE SITE
Doddridge	Smithburg	100	No bid	
Harrison	Gore	300		
Marion	Fairmont	100		
Marion	Mannington	100		
Monongalia	Sabraton	150		
Monongalia	Pentress	75		
Preston	Albright	100		
Preston	Bruceton	50		
Preston	Terra Alta	50		
Preston	Fellowsville	50		
Preston	Aurora	50		
Taylor	Pruntytown	200		
APD-50	Tunnel Hill	50		
I-68	Coopers Rock	50		
I-79	Lost Creek Yard	100		
I-79	Goshen Road	50		

11. BIDDING SCHEDULE

WINTER GRADE BITUMINOUS PATCHING MIXTURE

DISTRICT 5

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	STANDARD 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	-0-	69.50
Hancock	New Manchester	220	-0-	71.25
Marshall	Cameron	700	-0-	79.50
Marshall	Glen Dale	1300	-0-	69.50
Ohio	Triadelphia	150	-0-	74.75
Tyler	Centerville	100	-0-	81.75
Tyler	Sistersville	100	-0-	79.75
Wetzel	Hundred	100	-0-	81.75
Wetzel	New Martinsville	150	-0-	74.75
Wetzel	Pine Grove	100	-0-	81.75
I-70	Woodland (Elm Grove)	50	-0-	74.75

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	60	No bid	
Fayette	Lookout	100		
Fayette	Falls View	25		
Greenbrier	Lewisburg	125		
Greenbrier	Crawley	100		
Greenbrier	I-64, Harts Run	15		
Monroe	Union	175		
Monroe	Peterstown	100		
Nicholas	Summersville	175		
Summers	Summers Co. HQ	75		

11. BIDDING SCHEDULE

WINTER GRADE BITUMINOUS PATCHING MIXTURE

DISTRICT 10

COUNTY	DELIVERY SITE	ESTIMATED NEEDS (TONS)	STANDARD DELIVERED PRICE PER TON FOB DIV. STORAGE SITE	MODIFIED DELIVERED PRICE PER TON FOB DIV. STORAGE SITE
Mercer	Mercer Co. HQ	100	<u>No bid</u>	<u></u>

DISTRICT ADDRESSES

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

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

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

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

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

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

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

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

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

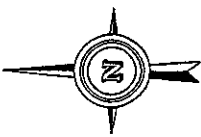
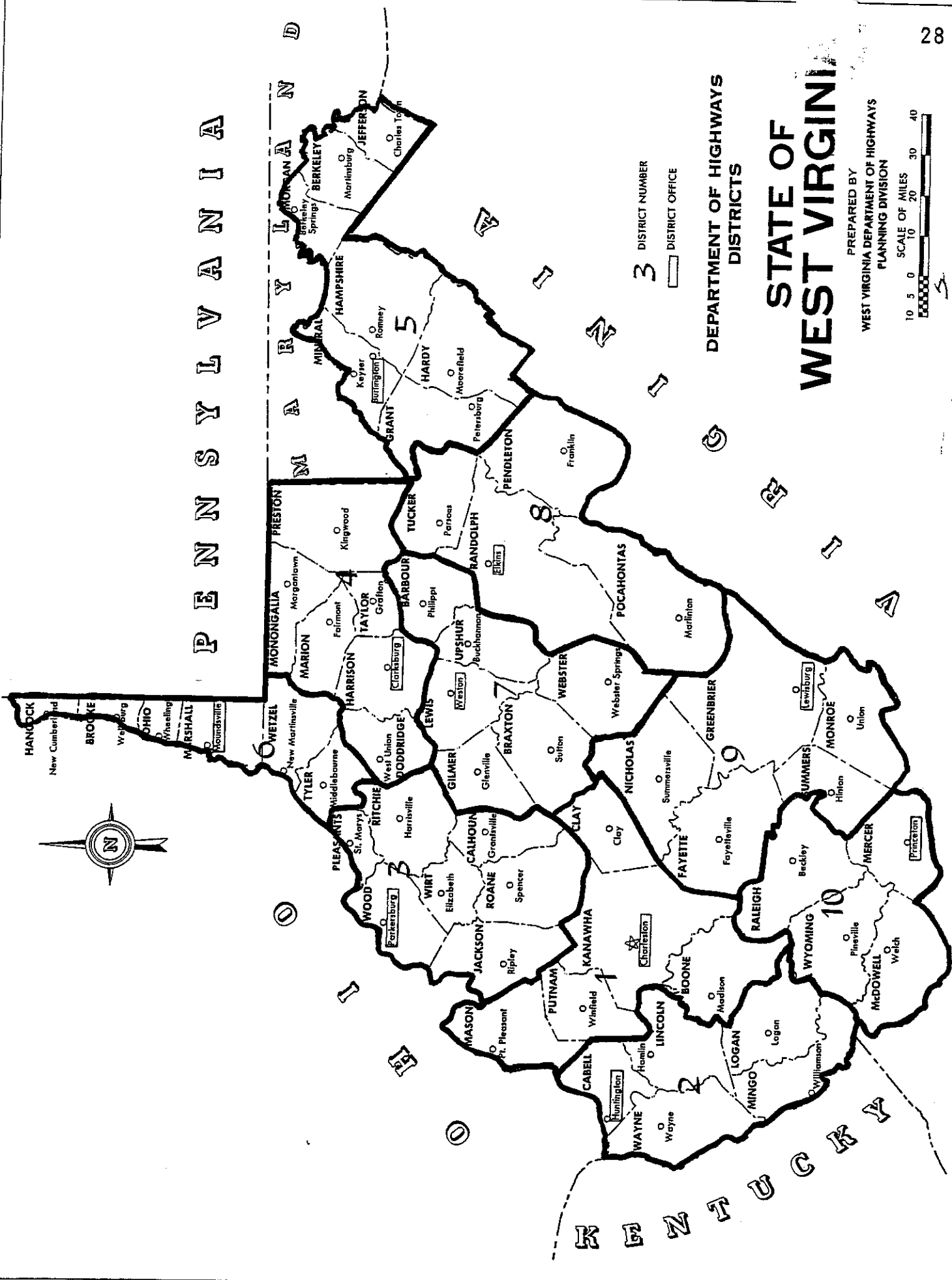
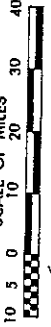
District Ten
270 Hardwood Lane
Princeton, West Virginia 24740-2737

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

STATE OF WEST VIRGINIA

DEPARTMENT OF HIGHWAYS DISTRICTS

PREPARED BY WEST VIRGINIA DEPARTMENT OF HIGHWAYS PLANNING DIVISION



3 DISTRICT NUMBER
□ DISTRICT OFFICE

K E N T U C K Y

M A R Y L A N D

HANDOCK
New Cumberland

BROOKS
Weirburg

OHIO
Wheeling

MARSHALL
Moundsville

WETZEL
New Marlinton

TYLER
Middlebourne

PLEASANTS
St. Marys

WOOD
Fayette

RITCHIE
Harrisville

PODDRIDGE
West Union

LEWIS
Wreston

GILMER
Glenville

BRAXTON
Sutton

WEBSTER
Weber Springs

NICHOLAS
Summersville

GREENBRIER
Fayetteville

MASON
Pt. Pleasant

JACKSON
Ripley

PUTNAM
Winfield

CABELL
Huntington

WAYNE
Wayne

LINCOLN
Hinton

BOONE
Madison

LOGAN
Logan

MINCO
Williamson

WYOMING
Pineville

MCDOWELL
Walch

WIRT
Elizabeth

ROANE
Spencer

JACKSON
Glenville

CLAY
Clay

FAYETTE
Fayetteville

BECKLEY
Beckley

MERCER
Princeton

MONROE
Union

SUMMERS
Hinton

LEWISBURG
Lewistown

MONONGALIA
Morgantown

MARION
Fairmont

HARRISON
Clarksburg

TAYLOR
Griffin

BARBOUR
Philippi

UPSHUR
Buchanan

POCAHONTAS
Marlinton

PENDLETON
Franklin

HARDY
Moorefield

PETERSBURG
Petersburg

MINERAL
Keyser

PARMINGTON
Parmington

ROMNEY
Romney

BERKELEY
Berkeley Springs

MARLBOROUGH
Marlinton

JEFFERSON
Charles Town

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 owed 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: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. 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: Kelly Paving, Inc.

Authorized Signature: Roger Thomas Date: 11/20/07