



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

Solicitation

NUMBER

6614C025

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CRYSTAL RINK
304-558-2306

*709041236 304-645-2277

RBS INCORPORATED
PO BOX 490

WHITE SULPHUR SPRINGS WV
24986

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED

01/17/2014

BID OPENING DATE:

02/12/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		750-35		
				STONE, AGGREGATE, & CINDERS		
				REQUEST FOR QUOTATION (OPEN-END CONTRACT)		
				THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO SUPPLY STONE AND AGGREGATE TO DISTRICTS 1-10 AND CINDERS TO DISTRICTS 1,3,4,6, AND 7 PER THE ATTACHED SPECIFICATIONS.		
				***** THIS IS THE END OF RFQ 6614C025 ***** TOTAL:		
				02/10/14 02:40:24PM West Virginia Purchasing Division		

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.



A pre-bid meeting will not be held prior to bid opening.



A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:



A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: January 31, 2014 at 5:00 PM EST

Submit Questions to: Crystal Rink
2019 Washington Street, East
Charleston, WV 25305
Fax: 304-558-4115
Email: crystal.g.rink@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: February 12, 2014 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐

Term Contract

Initial Contract Term: This Contract becomes effective on

and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

☐

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☒ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:**

\$250,000.00 or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

☒ Note: Current Certificate of Liability Insurance and Worker's Compensation should be submitted with bid

☒ Certificate Holder to Read:

Division of Highways

1900 Kanawha Blvd. East, Charleston, WV 25305.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐
☐
☐
☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
NA for NA

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired

by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

- (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.

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.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 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 provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. **Required Information.** The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
 - 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:

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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)

☒

Addendum No. 1

☐

Addendum No. 6

☐

Addendum No. 2

☐

Addendum No. 7

☐

Addendum No. 3

☐

Addendum No. 8

☐

Addendum No. 4

☐

Addendum No. 9

☐

Addendum No. 5

☐

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.

R.B.S., Inc.

Company

WMB

Authorized Signature

7 Feb 2014

Date

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



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

Solicitation

NUMBER

6614C025

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

CRYSTAL RINK
304-558-2306

*709041236 304-645-2277

RBS INCORPORATED
PO BOX 490

WHITE SULPHUR SPRINGS WV
24986

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED

01/17/2014

BID OPENING DATE:

02/12/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		750-35		
STONE, AGGREGATE, & CINDERS						
REQUEST FOR QUOTATION (OPEN-END CONTRACT)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN-END CONTRACT TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO SUPPLY STONE AND AGGREGATE TO DISTRICTS 1-10 AND CINDERS TO DISTRICTS 1,3,4,6, AND 7 PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ 6614C025 ***** TOTAL:						
02/10/14 02:40:24PM West Virginia Purchasing Division						

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.



A pre-bid meeting will not be held prior to bid opening.



A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:



A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: January 31, 2014 at 5:00 PM EST

Submit Questions to: Crystal Rink
2019 Washington Street, East
Charleston, WV 25305
Fax: 304-558-4115
Email: crystal.g.rink@wv.gov

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: February 12, 2014 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐

Term Contract

Initial Contract Term: This Contract becomes effective on

and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

☐

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☒ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:**

\$250,000.00 ☒ or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

☒ Note: Current Certificate of Liability Insurance and Worker's Compensation should be submitted with bid

☒ Certificate Holder to Read:

Division of Highways

1900 Kanawha Blvd. East, Charleston, WV 25305.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐
☐
☐
☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
NA for NA

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired

by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

- (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.

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.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 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 provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. **Required Information.** The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
 - 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:

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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)

☒

Addendum No. 1

☐

Addendum No. 6

☐

Addendum No. 2

☐

Addendum No. 7

☐

Addendum No. 3

☐

Addendum No. 8

☐

Addendum No. 4

☐

Addendum No. 9

☐

Addendum No. 5

☐

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.

R.B.S., Inc.

Company

WMB

Authorized Signature

7 Feb 2014

Date

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



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

Solicitation

NUMBER

6614C025

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

CRYSTAL RINK
304-558-2306

*709041236 304-645-2277

RBS INCORPORATED
PO BOX 490

WHITE SULPHUR SPRINGS WV
24986

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED

01/24/2014

BID OPENING DATE: 02/12/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.01						
THIS ADDENDUM HAS BEEN ISSUED TO CORRECT PAGE 8 OF THE ORIGINAL SOLICITATION.						
COMMERICAL GENERAL LIABILITY BOX WAS INADVERTENTLY NOT CHECKED ON THE ORIGINAL VERSION OF THE SOLICITATION.						
0001	1	EA		750-35		
STONE, AGGREGATE, & CINDERS						
***** THIS IS THE END OF RFQ 6614C025 ***** TOTAL:						

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: 6614C025

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ | Modify bid opening date and time
- ☐ | Modify specifications of product or service being sought
- ☐ | Attachment of vendor questions and responses
- ☐ | Attachment of pre-bid sign-in sheet
- ☒ | Correction of error
- ☐ | Other

Description of Modification to Solicitation:

To reissue page 8 of the solicitation. The Commercial Liability box was inadvertently not checked, proof of insurance is necessary for this RFQ.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CORRECTED VERSION OF PAGE 8

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____ . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- ☐ **Commercial General Liability Insurance:**
\$250,000.00 ☐ or more.
- ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

- ☒ Note: Current Certificate of Liability Insurance and Worker's Compensation should be submitted with bid

- ☒ Certificate Holder to Read:
Division of Highways

1900 Kanawha Blvd. East, Charleston, WV 25305.

*Attached
Following this
Addendum*

REQUEST FOR QUOTATION
6614C025 Stone, Aggregate and Cinders

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways to establish an open-end contract for Stone, Aggregate and Cinders. This contract shall be for the 2014 Spring and Summer season running approximately six months, effective on APRIL 1, 2014 and expiring on SEPTEMBER 30, 2014.
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.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official RFQ published by the Purchasing Division and identified as 6614C025.
 - 2.4 **“WVDOH”** used throughout this RFQ means the West Virginia Division of Highways.
 - 2.5 **“AASHTO”** used throughout this RFQ means American Association of State Highway and Transportation Officials. Reference: www.transportation.org.
 - 2.6 **“Contractor” or “Vendor”** used throughout this RFQ and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by all subsequent annual Supplemental Specifications, are interchangeable.
 - 2.7 **“Standard Specs”** used throughout this RFQ means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted 2010, as modified by all subsequent annual Supplemental Specifications.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed in Section 3.3 on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

REQUEST FOR QUOTATION
6614C025 Stone, Aggregate and Cinders

- 3.2 Specifications** The following sections of the Standard Specs, 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, 109.20 and 401.9.3. Copies attached.

A complete hard copy of the Standard Specs may be obtained from:

West Virginia Division of Highways
Contract Administration
Building 5, Room 722
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305
(Phone) 304-558-2885

A complete electronic copy of the Standard Specs may be obtained by sourcing:
<http://www.transportation.wv.gov/highways/Contractadmin/specifications/2010StandSpec/Pages/default.aspx>

3.3 Materials:

<u>MATERIAL (NOTE1)</u>	<u>SPECIFICATION SECTION</u>
Fine Aggregate	702
Coarse Aggregate	703 (Note 4)
Riprap	704.2
Stone for Gabions	704.3
Shot Rock	704.8
Abrasives (Note 2)	Note 3 and Note 5
Aggregate for Base and Sub-base	704.6 (Note 5)
No. 8 Modified and No. 9 Modified	Note 3 and Note 4
No. 11 Limestone	Note 6
Quarry Waste	Note 7

NOTE 1: Fine aggregate on the pricing page shall be considered to be fine aggregate for Portland cement concrete or mortar sand, the particular type to be specified in the Agency Release. Coarse aggregate on the Pricing Pages is identified by an AASHTO standard size; e.g., AASHTO Size No. 1, AASHTO Size No. 467, etc. Aggregate for base and sub-base on the Pricing Pages is identified by class; e.g., Class 1, Class 2, and Class 9, etc.

NOTE 2: Abrasives shall conform to the following specifications:

A. Quality

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.

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2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard No. 4 (4.75 mm) sieve.
3. When gravel is used as an abrasive, the material retained on the No. 8, sieve shall have a majority of crushed particles.

B. Gradation

The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27:

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>	
	Standard	Modified
1/2 inch	100	100
3/8 inch	85-100	85-100
No. 100	0-10	0-4

NOTE 3: In addition to meeting the gradation requirements of AASHTO No. 8 and No. 9 aggregate in table 703.4, Modified AASHTO No. 8 and Modified AASHTO No. 9 aggregate shall have a maximum of 2% passing the No. 200 sieve, when sampled at the source (the Vendor's last point of possession), prior to shipment, as determined by AASHTO T-11 and T-27. The aggregates shall be crushed with a minimum of 80% two face fracture. Modified AASHTO No. 8 and Modified AASHTO No. 9 aggregate shall meet all other requirements for AASHTO No. 8 and AASHTO No. 9 aggregate.

NOTE 4: With exception of the following contract items, grading on all specified sieve sized for material furnished shall be determined by AASHTO T-27 (Dry Test Only) or by AASHTO T-27 with AASHTO T-11:

- Item J, AASHTO No. 7
- Item K, AASHTO No. 8
- Item L, AASHTO No. 9
- Item S, AASHTO No. 8 Modified
- Item T, AASHTO No. 9 Modified

The grading for the above items shall be determined by AASHTO T-27 and AASHTO T-11.

NOTE 5: Cinders (Power Plant Slag) shall conform to the following specifications:

A. Definition

Cinders (Power Plant Slag) consists of Wet Bottom Boiler Slag (shiny, black, glassy material) formed when molten ash from the burning of coal drops into water and shatters at the bottom of the boiler, and/or Bottom Ash formed when ash particles from the burning of pulverized coal is allowed to air cool at the bottom of the furnace.

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B. Quality

Total deleterious substances, including but not limited to metal, glass, clay, shale, and thin or elongated pieces, shall not exceed 3% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the US Standard No. 4 (4.75 mm) sieve.

C. Gradation

The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27.

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
1/2 inch	100
3/8 inch	85-100
No. 100	0-20

NOTE 6: No. 11 Limestone for SRIC shall conform to the following specifications:

A. Quality

1. The liquid limit shall not exceed 25 and the plasticity index shall not exceed 6.
2. Total deleterious substances including, but not limited to metal, glass, clay, shale, and thin or elongated pieces shall not exceed 1% of the dry weight of the total sample. Deleterious content shall be determined on that fraction of material retained on the U.S. Standard No. 8 (2.36 mm) sieve.

B. Gradation

The material shall conform to the following gradation requirements determined in accordance with AASHTO T-27:

<u>SIEVE SIZE</u>	<u>% PASSING BY WEIGHT</u>
3/8 inch	100
No. 4	40-90
No. 8	10-40
No. 100	0-5

NOTE 7: Quarry Waste shall meet the WVDOH specifications 716.1.1 – Random Material.

3.4 Sampling and Testing:

Sampling and testing for quality of all items furnished in this contract will be the responsibility of the WVDOH. Minimum frequency of sampling and testing for quality on all materials (other than those sources already covered by the WVDOH's "commercial source" approval) will be at least one sample every six days of shipment (or if tested during production, at least one sample every six days of production).

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Other minimum frequencies shall be in accordance with the following:

<u>Property</u>	<u>Frequency</u>
Gradation - Delivered Material	One sample per each day of shipment or if tested during production, one sample per each day of production. See Note 1 below.
Gradation - WVDOH Pick-up	(A-1 Source) One sample per each week of shipment per MP 700.00.52; or if tested during production, one sample per each day of production. See Note 1 below. (A-2 Source) One sample per 250 tons shipped and a minimum of one per week shipment.
Moisture Content	See Note 2 below.

All samples taken by the Vendor shall be by a Certified Aggregate Sampler or Certified Aggregate Inspector. Tests shall be performed by a Certified Aggregate Inspector.

NOTE 1: The Vendor will be responsible for providing test results attesting to the gradation of materials delivered. Gradation results from the production source will be acceptable.

NOTE 2: In the event visual inspection of the aggregate indicates excess or unusual moisture beyond what is normally expected in the aggregate, the WVDOH reserves the right to determine the moisture content by standard methods. If this becomes necessary, the net weight of the portion represented will be adjusted utilizing the test results obtained by the WVDOH in accordance with MP 700.00.22. Items OA, OB, PA and PB (Abrasives) will be considered fine aggregate outlined in MP 700.00.22.

3.5 Acceptance Plan:

Material failing to comply with the quality requirements will not be accepted. Acceptance for gradation shall be on the basis of test results, provided and certified by the Vendor to be true test results and representative of the material supplied to the WVDOH, on consecutive random samples from a lot. A lot shall consist of a quantity of material represented by an average value (not to exceed 5 sub-lots). A sub-lot shall consist of the quantity of material represented by a single gradation test. In the case where only one sample is taken to represent the total quantity, the sub-lot and lot will be considered the same. Frequency of

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sampling and testing shall be in accordance with the Vendor's quality control plan outlined in MP 700.00.51. The Vendor shall provide the gradation test results to the WVDOH within 72 hours.

Gradation test results shall be averaged in accordance with MP 300.00.51. When the average falls outside the applicable limits, the lot of material represented thereby will be considered non-conforming to the extent that the last of its sub-lots is non-conforming. When a lot of material is nonconforming, then the last sub-lot contained therein shall have its degree of non-conformance determined as set forth below.

When a sub-lot of material is to have its price adjusted, the percentage point difference between the non-conforming test value and the specification limit shall be determined for each sieve size determined to be non-conforming, and this value shall be multiplied by its appropriate multiplication factor as set forth in Table 1.

TABLE 1

<u>NONCONFORMING SIEVE SIZE</u>	<u>MULTIPLICATION FACTOR</u>
Plus No. 40	1
No. 40	1.5
No. 50	1.5
No. 100	2.0
	(1.3 for abrasives and cinders)
No. 20	2.5
1/2"	1
3/8"	1

The total measure of non-conformance of an individual sub-lot is the sum of all non-conformances on the various sieve sizes of that sub-lot. In no case, however, shall a sub-lot of material have its price adjusted more than once, and the first adjustment which is determined shall apply.

When the total degree of non-conformance has been established and it is 12 or less, the material will be paid for at an adjusted contract price as specified in Table 2.

TABLE 2

<u>DEGREE OF NON-CONFORMANCE</u>	<u>PERCENT OF CONTRACT PRICE TO BE REDUCED</u>
1.0 TO 3.0	2
3.1 TO 5.0	4
5.1 TO 8.0	7
8.1 TO 12.0	11
Greater than 12	*

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*The WVDOH will make a special evaluation of the material and determine the appropriate action.

In the event a Vendor delivers a specific quantity of material from a stockpile, and said quantity is less than the total quantity contained in the stockpile and it has been determined from his certified test data that a non-conforming sub-lot(s) is contained in said stockpile, the price reduction shall be calculated for the specific quantity as follows:

The percent price reduction shall be determined as set forth above for the non-conforming sub-lot. The quantity represented by the non-conforming sub-lot shall then be calculated as a percent of the total (total material contained in the stockpile). To determine the price reduction on the specific quantity delivered, multiply the percent of non-conforming material contained in the stockpile by the quantity delivered, and reduce this quantity by the percent price reduction as determined.

Example: If it has been determined that a stockpile of 100 tons contains 10 percent failing material, and said material is to have its price reduced by 4 percent, then the actual quantity delivered, say 15 tons, will be multiplied by 0.10 (10 percent failing material) which equals 1.5 tons. These 1.5 tons will thus have its price reduced by 4 percent. The remaining 13.5 tons will be paid for at full contract price.

$$TD \left(1 - \frac{PQ_n}{100Q_t} \right) = AP \text{ (price to be paid after adjustment)}$$

WHERE

- T = tonnage delivered
- P = percent price reduction
- D = cost per ton
- Q_n = quantity of non-conforming sub-lot(s)
- Q_t = quantity of total stockpile

If two sub-lots are non-conforming within the stockpile, calculate each separately for the adjusted payment on the quantity delivered (as above). Add these two adjusted payments together and subtract from the total the price to be paid before adjustment for tonnage delivered (TD). If three sub-lots are non-conforming, calculate each separately and subtract twice the price to be paid before adjustment for tonnage delivered, and so on. Example:

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$(AP1 + AP2) - TD = \text{Final price to be paid after adjustments}$

OR

$(AP1 + AP2 + AP3) - 2 TD = \text{Final price to be paid after adjustments}$

WHERE: AP = price to be paid after initial adjustment for one non-conforming sub-lot determined by the above equation.
T = tonnage delivered
D = cost per ton

In the event material is delivered from a continuous stockpile, that is, a stockpile which is continuously being replenished while also having material removed for these applications, certification shall be based on the shipment samples.

3.6 Hauling Aggregate to State Projects by Contractor:

The most direct suitable route from the Vendor's aggregate storage site to the midpoint of the project site will be determined by the WVDOH and used to compute haul distance for the purpose of determining low bid, and also for the purpose of determining payment.

In-state delivery route mileage will be calculated by the WVDOH from the Vendor's storage site to the midpoint of the WVDOH project job site by utilizing the WVDOH Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each WVDOH office and the WVDOH Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "MapQuest" or a similar source for routing from the Vendor's storage site to the WV State line at which time, the Straight Line Diagrams will be sourced to the WVDOH project job site.

The Contractor shall deposit aggregates at the project site at the locations and in the manner directed by the WVDOH. This may include tailgating the aggregate into an aggregate spreader or onto a roadway, or dumping the aggregate into a stockpile.

3.7 Weighing Materials Delivered by Modes Of Transportation Other than Trucks:

Materials delivered to the designated site by barge, or other non-truck modes shall have their weight determined by a means acceptable to the WVDOH, and the weights of materials so shipped shall be certified, by the Vendor or his authorized agent, to be correct.

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The minimum barge delivery requested will be approximately 6,500 tons per the order. When barge delivery is required Contract Items will be ordered in 1500 ton increments.

3.8 Bid Instructions:

Exhibit A, Pricing Pages is comprised of three (3) sections. Vendors shall provide all information requested for Exhibit A.1 Vendor's Source Information. Vendors may bid any or all items on the Pricing Pages Schedules, Exhibit A.2 and Exhibit A.3.

3.8.1 Exhibit A.1 Vendor's Source Information:

The Vendor shall provide the information requested for Limestone, Sandstone, Gravel, Sand, Blast Furnace Slag and Steel Slag as item a) Source of Material and item b) Exact Location of Vendor's Storage Site(s).

The Vendor shall provide the information requested for Cinders as item c) Source of Material and item d) Exact Location of Vendor's Storage Site(s), only if the Vendor is providing Cinders to the WVDOH on this contract.

Failure to provide the required information shall disqualify this location as a source for the items being bid.

3.8.2 Exhibit A.2 Pricing Page Schedule is F.O.B. Vendor's Storage Site, Contract Items A-W and AA:

If the Vendor chooses to provide pickup pricing to the WVDOH, Exhibit A.2 Pricing Page Schedule shall be completed which shall include the loading of WVDOH trucks by Vendor.

3.8.3 Exhibit A.3 Pricing Page Schedule is F.O.B. Division's Storage Site, Applicable Contract Items A-W and AA per District, per location:

Contract Items X and Y from Exhibit A.1 Pricing Page Schedule shall provide the Vendor's haul costs for the first ton-mile and each additional ton mile. The Vendor shall have the capacity to deliver a minimum quantity of 300 tons per day to any designated site when directed by the WVDOH District Engineer/Manager.

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4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. A Contract shall be awarded to all Vendors that provide the Contract Items meeting the required specifications on Exhibit A.2, Pricing Page Schedule, F.O.B. Vendor's Storage Site. Qualified vendors will be awarded a Contract on Exhibit A.3, Pricing Page Schedule, F.O.B. Division's Storage Site to establish a unit price for those locations and items for which their bid is low based on cost, per cubic yard.

Bids submitted for Exhibit A.3, Pricing Page Schedule will be evaluated by the WVDOH on the basis of cost per cubic yard F.O.B. at the designated site. Cost per cubic yard will be determined by multiplying the Vendor's per ton bid price in dollars by a "Tons per Cubic Yard Factor" which is listed in the following table:

Aggregate – Tons per Cubic Yard Factors

Item	Type of Material (Numbers in parenthesis are pounds per cubic yard.)				
	Limestone	Sandstone	Gravel	Blast Furnace Slag	Steel Slag
Class 1, 2, 9, 10	1.46 (2920)	1.46 (2920)	1.46 (2920)	1.36 (2720)	1.81 (3620)
AASHTO sizes No. 1 thru No. 7	1.30 (2600)	1.30 (2600)	1.30 (2600)	1.04 (2080)	1.61 (3220)
AASHTO sizes No. 8 thru No. 10	1.32 (2640)	1.32 (2640)	1.32 (2640)	1.20 (2400)	1.61 (3220)
Gabions	1.31 (2620)	1.31 (2620)	1.31 (2620)	----	----
Fine Aggregate	1.40 (2800)	1.40 (2800)	1.40 (2800)	1.36 (2720)	1.77 (3540)
Abrasives	1.36 (2720)	1.36 (2720)	1.36 (2720)	1.28 (2560)	1.75 (3500)
Rip Rap/Shot Rock	1.31 (2620)	1.31 (2620)	----	----	----

Source*	Cinders (Numbers in parenthesis are pounds per cubic yard.)				
	*In the event the bidding source is not listed, it will be necessary for the WVDOH to establish the weight per unit volume of said source prior to award.				
Albright Power Albright, WV	0.90 (1792)				
Burger Power Dilles Bottom, OH	1.29 (2579)				
Fort Martin Power Fort Martin, WV	0.94 (1883)				
Harrison Power	0.95 (1900)				

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Haywood, WV					
John Amos Power Winfield, WV	0.82 (1631)				
Pleasants Power Plant Willow Island, WV	1.09 (2185)				
Mountaineer Power New Haven, WV	0.65 (1305)				
Bruce Mansfield Plant Shippingport, PA	1.09 (2185)				
Virginia Electric Power Mt. Storm, VA	0.79 (1585)				
Hatfield Power Masontown, PA	0.85 (1700)				

4.2 Pricing Pages: Vendor shall complete the Pricing Pages per instructions in section 3.8, Bid Instructions.

The Pricing Pages, Exhibit A.2 contains a list of the Contract Items F.O.B. Vendor's Storage Site while Exhibit A.3 contains a list of Contract Items along with estimated purchase volume F.O.B. Division's Storage Site. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

*In efforts to save on time and reduce printing costs for both the Vendors and the WVDOH, any page from Exhibit A.3 that the Vendor **DOES NOT** submit pricing, **DOES NOT** need to be returned to the Division of Purchasing with that Vendor's bid documents.*

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address:
crystal.g.rink@wv.gov.

4.3 Contract award transition: Upon the award of this contract, whether the effective date or the completed and encumbered date or an established date by the WVDOH, the WVDOH Maintenance Division will announce the effective date of use of this contract to the Districts and the Vendors. Upon the announced effective date of use by the WVDOH Maintenance Division to the Districts and Vendors, any Agency Releases issued toward the 2013/2014 Fall and Winter Contracts, #6614C001, shall remain in effect and should not be cancelled until that Agency Release is filled; however, after ten (10) working days of the Districts' and Vendors' notice, any Agency Release that has not been completely filled by the Vendors on the 2013/2014 Fall and Winter Contract #6614C001 shall NOT be completed, but a

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cancellation notice sent to that vendor for that Agency Release only. No 2013/2014 Fall and Winter contract #6614C001 Agency Releases should be held open by the District or the Vendor after ten (10) working days after the notice to the Districts and the Vendors of the effective date of use of the new contracts.

This directive is issued to assist the Districts and the Vendors when fulfilling open Agency Releases only. It is NOT issued to cause harm or to take contracts from one Vendor to give to another Vendor, but to establish a transition process from one contract into another contract.

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Vendor's Storage Site:** An order specifying the WVDOH F.O.B. Vendor's Storage Site may only be issued when material for routine highway maintenance operations at various locations is to be purchased. When material is secured on an Agency Release of this nature, the WVDOH District Engineer/Manager shall take those steps necessary to assure that material is secured from the Vendor which results in the lowest cost to the WVDOH. Methodology used shall consider factors, but not limited to; bid price of material, haul cost at \$1.50 for the first ton-mile and \$0.25 for each additional mile.
- 5.3 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders according to the established acceptable delivery date agreed to on the order. Vendor shall deliver emergency

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orders within an established acceptable time frame after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. If the vendor is unable to furnish material in accordance with the established delivery schedule, the WVDOH District Engineer/Manager shall be advised in writing within five (5) working days of the reason for failure to conform to the delivery requirements.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing within five (5) days if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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7. MISCELLANIOUS:

- 7.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4 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: William Snyder
Telephone Number: 304. 645. 2277
Fax Number: 304. 645. 2597
Email Address: billerbsinc.com

A.1

Vendor's Source Information

2014 Spring and Summer #6614C025

Mandatory - Vendor shall complete this schedule and return with bid documents.

Limestone, Sandstone, Gravel, Sand, Blast Furnance Slag and Steel Slag

a) SOURCE OF MATERIAL (State all sources for which bid prices apply (e.g., Quarry location if Sandstone or Limestone; dredging or pit location if Gravel; production plant name and location if Slag)

Greystone Quarry, 2790 Unus RD, Lewisburg, WV 24901

Greenbrier County

Quarry ID: S011B

b) EXACT LOCATION OF VENDOR'S STORAGE SITE(S) A separate bid schedule must be submitted when bid price varies between Vendors' storage sites.

Greystone Quarry, 2790 Unus RD, Lewisburg, WV 24901

Greenbrier County

Quarry ID: S011B

Cinders

c) SOURCE OF MATERIAL: Name and Location of plant which produces Cinder material.

N/A

d) EXACT LOCATION OF VENDOR'S STORAGE SITE(S) A separate bid schedule must be submitted when bid price varies between Vendors' storage sites.

N/A

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A.2

F.O.B. Vendor's Storage Site (Items A-W) 2014 Spring and Summer #6614C025

If the Vendor chooses to provide pickup pricing to the WVDOH, please complete the schedule below which shall include the loading of WVDOH trucks by the Vendor.

Bid Price per Ton Items A-W F.O.B. Vendor's Storage Site					
Contract Item	Description of Material		Limestone, Sandstone, Gravel, Sand	Blast Furnace Slag	Steel Slag
A	Class 1 Aggregate		6.97		
B	Class 2 Aggregate		6.97		
C	Class 10 Aggregate		6.97		
D	AASHTO #1 Aggregate		10.39		
E	AASHTO #3 Aggregate		10.39		
F	AASHTO #4 Aggregate		10.39		
G	AASHTO #467 Aggregate		10.39		
H	AASHTO #57 Aggregate		10.39		
I	AASHTO #67 Aggregate		10.39		
J	AASHTO #7 Aggregate		11.58		
K	AASHTO #8 Aggregate		10.39		
L	AASHTO #9 Aggregate		16.00		
M	Stone for Gabions		10.39		
N	Fine Aggregate		13.88		
OA	Limestone Standard Abrasives		12.39		
OB	Sandstone Standard Abrasives		No Bid		
PA	Limestone Modified Abrasives		12.39		
PB	Sandstone Modified Abrasives		No Bid		
Q	Rip Rap		14.73		
R	Shot Rock		13.55		
S	AASHTO #8 Modified		10.39		
T	AASHTO #9 Modified		16.00		
U	Pea Gravel		No Bid		
V	#11 Limestone Abrasives		16.00		
W	Quarry Waste		9.00		
X	Haul by Vendor (Items A-W Except for Items Q and R):				
	1.00	\$ for First Ton-Mile			
	0.30	\$ for Each Additional Ton-Mile			
Y	Haul by Vendor (Items Q and/or R only):				
	3.00	\$ for First Ton-Mile			
	0.30	\$ for Each Additional Ton-Mile			
AA	Cinders (include cost of Vendor loading WVDOH trucks)				

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Exhibit Pricing Page Schedule

VENDOR NAME RBS Inc., Greystone Quarry

A.3

F.O.B. Division's Storage Site - **DISTRICT 8**

2014 Spring & Summer #6614C025

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
<u>POCAHONTAS COUNTY</u>				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
B	Class 2	1000	Linwood	16.95		
K	AASHTO #8	1000	Linwood	18.00		
L	AASHTO #9	500	Linwood	24.95		
OA	Limestone Std Abr.	2500	Linwood	18.00		
OB	Sandstone Std Abr.	2500	Linwood	No Bid		
PA	Limestone Mod Abr.	2500	Linwood	18.00		
PB	Sandstone Mod Abr.	2500	Linwood	No Bid		

POCAHONTAS COUNTY

A	Class 1	3000	Marlington	12.89		
B	Class 2	5000	Marlington	12.89		
I	AASHTO #67	1000	Marlington	14.17		
K	AASHTO #8	6000	Marlington	14.17		
L	AASHTO #9	1000	Marlington	24.00		
OA	Limestone Std Abr.	2000	Marlington	14.17		
OB	Sandstone Std Abr.	2000	Marlington	No Bid		
PA	Limestone Mod Abr.	3000	Marlington	14.17		
PB	Sandstone Mod Abr.	3000	Marlington	No Bid		

POCAHONTAS COUNTY

I	AASHTO #67	300	Seebert	16.87		
K	AASHTO #8	2000	Seebert	18.55		
OA	Limestone Std Abr.	4000	Seebert	18.55		
OB	Sandstone Std Abr.	4000	Seebert	No Bid		
PA	Limestone Mod Abr.	4000	Seebert	18.55		
PB	Sandstone Mod Abr.	4000	Seebert	No Bid		

POCAHONTAS COUNTY

A	Class 1	1500	Thornwood	20.79		
B	Class 2	1000	Thornwood	20.79		
K	AASHTO #8	1000	Thornwood	22.55		
OA	Limestone Std Abr.	2000	Thornwood	22.55		
OB	Sandstone Std Abr.	2000	Thornwood	No Bid		
PA	Limestone Mod Abr.	4000	Thornwood	22.55		
PB	Sandstone Mod Abr.	4000	Thornwood	No Bid		

RANDOLPH COUNTY

A	Class 1	500	Coalton			
B	Class 2	500	Coalton			
I	AASHTO #67	500	Coalton			
K	AASHTO #8	3000	Coalton			
L	AASHTO #9	2000	Coalton			

A.3

F.O.B. Division's Storage Site - DISTRICT 8

2014 Spring & Summer #6614C025

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
<u>PENDLETON COUNTY</u>				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	1000	Judy Gap			
B	Class 2	1000	Judy Gap			
I	AASHTO #67	500	Judy Gap			
K	AASHTO #8	1000	Judy Gap			
L	AASHTO #9	1000	Judy Gap			
OA	Limestone Std Abr.	4000	Judy Gap			
OB	Sandstone Std Abr.	4000	Judy Gap			
PA	Limestone Mod Abr.	3300	Judy Gap			
PB	Sandstone Mod Abr.	3300	Judy Gap			

PENDLETON COUNTY

A	Class 1	1000	Onego			
B	Class 2	1000	Onego			
I	AASHTO #67	500	Onego			
K	AASHTO #8	1000	Onego			
L	AASHTO #9	1000	Onego			
OA	Limestone Std Abr.	3000	Onego			
OB	Sandstone Std Abr.	3000	Onego			
PA	Limestone Mod Abr.	2200	Onego			
PB	Sandstone Mod Abr.	2200	Onego			

POCAHONTAS COUNTY

A	Class 1	1500	Green Bank	19.00		
B	Class 2	2500	Green Bank	19.00		
I	AASHTO #67	300	Green Bank	21.09		
K	AASHTO #8	2000	Green Bank	18.49		
L	AASHTO #9	500	Green Bank	27.50		
OA	Limestone Std Abr.	2000	Green Bank	18.49		
OB	Sandstone Std Abr.	2000	Green Bank	No Bid		
PA	Limestone Mod Abr.	1500	Green Bank	18.49		
PB	Sandstone Mod Abr.	1500	Green Bank	No Bid		

POCAHONTAS COUNTY

A	Class 1	1500	Hillsboro	11.77		
B	Class 2	5000	Hillsboro	11.77		
I	AASHTO #67	1000	Hillsboro	13.49		
L	AASHTO #9	1000	Hillsboro	21.85		
OA	Limestone Std Abr.	1000	Hillsboro	13.49		
OB	Sandstone Std Abr.	1000	Hillsboro	No Bid		

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Exhibit Pricing Page Schedule

VENDOR NAME RBS Inc., Greystone Quarry

A.3

F.O.B. Division's Storage Site - DISTRICT 9

2014 Spring & Summer #6614C025

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
FAYETTE COUNTY				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	20000	Oak Hill	15.95		
E	AASHTO #3	1000	Oak Hill	18.25		
F	AASHTO #4	5000	Oak Hill	18.25		
G	AASHTO #467	5000	Oak Hill	18.25		
H	AASHTO #57	5000	Oak Hill	18.25		
I	AASHTO #67	4000	Oak Hill	18.25		
J	AASHTO #7	5000	Oak Hill	19.00		
K	AASHTO #8	5000	Oak Hill	18.00		
L	AASHTO #9	20000	Oak Hill	22.00		
M	Gabion Stone	5000	Oak Hill	18.25		
OA	Limestone Std Abr.	5000	Oak Hill	18.00		
OB	Sandstone Std Abr.	5000	Oak Hill	NO BID		
PA	Limestone Mod Abr.	4000	Oak Hill	18.00		
PB	Sandstone Mod Abr.	4000	Oak Hill	NO BID		
Q	Rip Rap	5000	Oak Hill	22.00		
R	Shot Rock	5000	Oak Hill	21.00		
S	AASHTO #8M	2500	Oak Hill	18.00		
U	Pea Gravel	2000	Oak Hill	NO BID		

FAYETTE COUNTY

A	Class 1	20000	Lookout	13.18		
E	AASHTO #3	5000	Lookout	16.80		
H	AASHTO #57	5000	Lookout	16.80		
I	AASHTO #67	2000	Lookout	16.80		
J	AASHTO #7	5000	Lookout	19.00		
K	AASHTO #8	5000	Lookout	16.98		
L	AASHTO #9	15000	Lookout	19.00		
M	Gabion Stone	5000	Lookout	16.83		
OA	Limestone Std Abr.	5000	Lookout	16.98		
OB	Sandstone Std Abr.	5000	Lookout	NO BID		
PA	Limestone Mod Abr.	4000	Lookout	16.98		
PB	Sandstone Mod Abr.	4000	Lookout	NO BID		
Q	Rip Rap	5000	Lookout	21.00		
R	Shot Rock	5000	Lookout	20.98		
S	AASHTO #8M	2500	Lookout	16.98		
U	Pea Gravel	1000	Lookout	NO BID		

Exhibit A.3 Pricing Page Schedule

VENDOR NAME RBS INC., GREYSTONE QUARRY

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F.O.B. Division's Storage Site - **DISTRICT 9**

2014 Spring & Summer #6614C025

Contract Item		Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site
FAYETTE COUNTY					LIMESTONE ONLY
A	Class 1	Limestone	20000	Oak Hill	15.95
E	AASHTO #3	Limestone	5000	Oak Hill	18.25
I	AASHTO #67	Limestone	5000	Oak Hill	18.25
J	AASHTO #7	Limestone	5000	Oak Hill	19.00
K	AASHTO #8	Limestone	10000	Oak Hill	18.00
L	AASHTO #9	Limestone	10000	Oak Hill	22.00
M	Gabion Stone	Limestone	5000	Oak Hill	18.25
PA	Limestone Mod Abr.	Limestone	5000	Oak Hill	18.00
R	Shot Rock	Limestone	5000	Oak Hill	21.00
T	AASHTO #9M	Limestone	5000	Oak Hill	22.00

FAYETTE COUNTY

A	Class 1	Limestone	8000	Glen Ferris	16.44
E	AASHTO #3	Limestone	2500	Glen Ferris	19.95
I	AASHTO #67	Limestone	2000	Glen Ferris	19.95
M	Gabion Stone	Limestone	2000	Glen Ferris	19.95

FAYETTE COUNTY

A	Class 1	Limestone	20000	Lookout	13.15
E	AASHTO #3	Limestone	5000	Lookout	16.79
I	AASHTO #67	Limestone	5000	Lookout	16.79
J	AASHTO #7	Limestone	5000	Lookout	19.00
K	AASHTO #8	Limestone	5000	Lookout	16.79
L	AASHTO #9	Limestone	15000	Lookout	19.65
M	Gabion Stone	Limestone	5000	Lookout	16.79
PA	Limestone Mod Abr.	Limestone	5000	Lookout	16.79
R	Shot Rock	Limestone	5000	Lookout	22.50
T	AASHTO #9M	Limestone	5000	Lookout	19.65

FAYETTE COUNTY

K	AASHTO #8	Limestone	3000	Falls View	21.00
L	AASHTO #9	Limestone	2500	Falls View	24.00
PA	Limestone Mod Abr.	Limestone	2500	Falls View	21.00
T	AASHTO #9M	Limestone	2500	Falls View	24.00

FAYETTE COUNTY

L	AASHTO #9	Limestone	10000	Oak Hill APD-US19	22.00
T	AASHTO #9M	Limestone	2000	Oak Hill APD-US19	22.00

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A.3

F.O.B. Division's Storage Site - DISTRICT 9

2014 Spring & Summer #6614C025

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
GREENBRIER COUNTY				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	4000	Crawley	8.99		
B	Class 2	10000	Crawley	8.99		
E	AASHTO #3	750	Crawley	11.69		
H	AASHTO #57	4000	Crawley	11.69		
I	AASHTO #67	3500	Crawley	11.69		
K	AASHTO #8	8000	Crawley	11.69		
L	AASHTO #9	4000	Crawley	16.00		
M	Gabion Stone	500	Crawley	11.69		
OA	Limestone Std Abr.	2500	Crawley	11.69		
OB	Sandstone Std Abr.	2500	Crawley	NO BID		
R	Shot Rock	300	Crawley	18.09		
T	AASHTO #9M	2500	Crawley	16.00		

GREENBRIER COUNTY

L	AASHTO #9	5000	Harts Run I-64	16.39		
OA	Limestone Std Abr.	2000	Harts Run I-64	12.49		
OB	Sandstone Std Abr.	2000	Harts Run I-64	NO BID		
T	AASHTO #9M	2000	Harts Run I-64	16.39		

GREENBRIER COUNTY

A	Class 1	6000	Lewisburg	9.69		
B	Class 2	10000	Lewisburg	9.69		
E	AASHTO #3	1000	Lewisburg	12.99		
H	AASHTO #57	4000	Lewisburg	12.99		
I	AASHTO #67	3500	Lewisburg	12.99		
K	AASHTO #8	8000	Lewisburg	12.99		
L	AASHTO #9	4000	Lewisburg	15.99		
M	Gabion Stone	1000	Lewisburg	12.99		
OA	Limestone Std Abr.	2500	Lewisburg	12.99		
OB	Sandstone Std Abr.	2500	Lewisburg	NO BID		
R	Shot Rock	500	Lewisburg	15.99		
T	AASHTO #9M	2500	Lewisburg	15.99		

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A.3

F.O.B. Division's Storage Site - **DISTRICT 9****2014 Spring & Summer #6614C025**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
<u>MONROE COUNTY</u>				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	2500	Peterstown	15.99		
B	Class 2	6000	Peterstown	15.99		
E	AASHTO #3	500	Peterstown	16.99		
H	AASHTO #57	500	Peterstown	16.99		
K	AASHTO #8	1500	Peterstown	18.49		
L	AASHTO #9	3000	Peterstown	21.44		
M	Gabion Stone	500	Peterstown	16.99		
PA	Limestone Mod Abr.	1000	Peterstown	18.49		
PB	Sandstone Mod Abr.	1000	Peterstown	NO BID		
T	AASHTO #9M	1000	Peterstown	21.44		

MONROE COUNTY

A	Class 1	6000	Union	11.49		
B	Class 2	22000	Union	11.49		
E	AASHTO #3	500	Union	14.38		
H	AASHTO #57	2000	Union	14.38		
I	AASHTO #67	500	Union	14.38		
K	AASHTO #8	3000	Union	14.38		
L	AASHTO #9	5000	Union	19.00		
M	Gabion Stone	1000	Union	14.38		
PA	Limestone Mod Abr.	1000	Union	14.38		
PB	Sandstone Mod Abr.	1000	Union	NO BID		
R	Shot Rock	500	Union	21.99		
T	AASHTO #9M	1000	Union	19.00		

NICHOLAS COUNTY

A	Class 1	5000	Curtin	14.34		
B	Class 2	5000	Curtin	14.34		
E	AASHTO #3	500	Curtin	16.34		
I	AASHTO #67	1000	Curtin	16.34		
L	AASHTO #9	500	Curtin	21.00		
M	Gabion Stone	500	Curtin	16.34		
PA	Limestone Mod Abr.	6000	Curtin	16.34		
PB	Sandstone Mod Abr.	6000	Curtin	NO BID		
R	Shot Rock	500	Curtin	20.34		
T	AASHTO #9M	500	Curtin	21.00		

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A.3

F.O.B. Division's Storage Site - **DISTRICT 9****2014 Spring & Summer #6614C025**

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
<u>NICHOLAS COUNTY</u>				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
L	AASHTO #9	6000	Muddlety Lot	24.00		
T	AASHTO #9M	3000	Muddlety Lot	24.00		

NICHOLAS COUNTY

A	Class 1	14000	Summersville Rt. 39	15.08		
B	Class 2	2500	Summersville Rt. 39	15.08		
E	AASHTO #3	1000	Summersville Rt. 39	18.29		
H	AASHTO #57	1000	Summersville Rt. 39	18.29		
I	AASHTO #67	2000	Summersville Rt. 39	18.29		
K	AASHTO #8	1500	Summersville Rt. 39	18.29		
L	AASHTO #9	10000	Summersville Rt. 39	21.88		
M	Gabion Stone	2000	Summersville Rt. 39	18.29		
PA	Limestone Mod Abr.	2500	Summersville Rt. 39	18.29		
PB	Sandstone Mod Abr.	2500	Summersville Rt. 39	NO BID		
R	Shot Rock	500	Summersville Rt. 39			
T	AASHTO #9M	4000	Summersville Rt. 39	23.79		

SUMMERS COUNTY

A	Class 1	20000	Hinton	11.38		
B	Class 2	30000	Hinton	11.38		
E	AASHTO #3	2000	Hinton	14.19		
H	AASHTO #57	3000	Hinton	14.19		
K	AASHTO #8	3000	Hinton	14.19		
L	AASHTO #9	7000	Hinton	19.25		
M	Gabion Stone	500	Hinton	14.50		
PA	Limestone Mod Abr.	500	Hinton	14.19		
PB	Sandstone Mod Abr.	500	Hinton	NO BID		
R	Shot Rock	500	Hinton	20.29		
T	AASHTO #9M	1000	Hinton	19.24		

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Exhibit Pricing Page Schedule

VENDOR NAME RBS Inc., Greystone Quarry

A.3

F.O.B. Division's Storage Site - **DISTRICT 10**

2014 Spring & Summer #6614C025

Contract Item	Description of Aggregate	Estimated Quantity (TONS)	Location of DOH Storage Site	Bid Price (\$/Ton) F.O.B. DOH Storage Site		
<u>MERCER COUNTY</u>				LIMESTONE SANDSTONE GRAVEL, SAND	BLAST FURNACE SLAG	STEEL SLAG
A	Class 1	8500	Flat Top	16.77		
E	AASHTO #3	2000	Flat Top	17.97		
G	AASHTO #467	2000	Flat Top	17.97		
K	AASHTO #8	7500	Flat Top	17.97		
L	AASHTO #9	500	Flat Top	24.99		
M	Gabion Stone	500	Flat Top	17.97		

MERCER COUNTY

A	Class 1	500	Princeton - I 77			
L	AASHTO #9	3000	Princeton - I 77			

MERCER COUNTY

A	Class 1	20000	Princeton - WV 20			
E	AASHTO #3	2000	Princeton - WV 20			
G	AASHTO #467	1000	Princeton - WV 20			
K	AASHTO #8	15000	Princeton - WV 20			
L	AASHTO #9	2500	Princeton - WV 20			
M	Gabion Stone	3500	Princeton - WV 20			

RALEIGH COUNTY

A	Class 1	7000	Bolt	17.49		
E	AASHTO #3	1200	Bolt	18.39		
H	AASHTO #57	4000	Bolt	18.39		
K	AASHTO #8	3000	Bolt	18.39		
L	AASHTO #9	3000	Bolt	25.55		
M	Gabion Stone	1000	Bolt	18.39		

RALEIGH COUNTY

A	Class 1	7000	Bragg - I-64	14.08		
E	AASHTO #3	1200	Bragg - I-64	15.38		
H	AASHTO #57	300	Bragg - I-64	15.38		
L	AASHTO #9	10000	Bragg - I-64	24.00		
M	Gabion Stone	500	Bragg - I-64	15.38		

RALEIGH COUNTY

A	Class 1	10000	Skelton	14.85		
E	AASHTO #3	1000	Skelton	15.37		
H	AASHTO #57	300	Skelton	15.37		
K	AASHTO #8	10000	Skelton	15.37		
L	AASHTO #9	10000	Skelton	24.00		
M	Gabion Stone	500	Skelton	15.37		

SECTION 101

DEFINITION OF TERMS

101.1-ABBREVIATIONS:

Whenever the following abbreviations are used in these Specifications, Plans or Contract Documents, they are to be construed the same as the respective expressions represented:

AAN	American Association of Nurserymen
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
AIA	American Institute of Architects
AISC	American Institute of Steel Construction, Incorporated
AISI	American Iron and Steel Institute
AMA	Automotive Manufacturer's Association
AMS	Aerospace Material Specification
ANSI	American National Standards Institute
ARA	American Railway Association
AREA	American Railway Engineering Association
AREMA	American Railway Engineering and Maintenance of Way Association
ASCE	American Society of Civil Engineers
ASD	Aluminum Standards & Data-Aluminum Association
ASLA	American Society of Landscape Architects
ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Services Association
AWWA	American Water Works Association
AWS	American Welding Society
FHWA	Federal Highway Administration
FSS	Federal Specifications and Standards, General Services Administration
IEEE	Institute of Electronic and Electrical Engineers
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
MIL	Military Specification
MP	Materials Procedure (see 101.2 in definition)
NBFU	National Board of Fire Underwriters
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
PEI-ALS	Porcelain Enamel Institute: Aluminum Standards
UL	Underwriters Laboratories
SAE	Society of Automotive Engineers
SSPC	Society for Protective Coatings
TTE-TTP	Federal Specifications and Standards

101.2-DEFINITIONS:

~ A ~

ACCESS CONNECTION-Any roadway facility by means of which vehicles enter or leave arterial highways.

ADVERTISEMENTS-The public announcement, as required by law, inviting bids for work to be performed, or material to be furnished.

ARTERIAL HIGHWAY-A general term denoting a highway primarily for through traffic.

AUXILIARY LANE-The portion of the roadway adjoining the traveled way for parking, speed-change or other purposes supplementary to through traffic movement.

AWARD-The acceptance by the Division of a bid.

~ B ~

BASE COURSE-A layer or layers of specified material of designated thickness placed on a subbase or a subgrade to support a surface course or courses.

BIDDER-An individual, firm, corporation, or combination thereof, acting directly or through a duly authorized representative, and prequalified according to the requirements and provisions of the Division, submitting a bid for the proposed work.

BRIDGE-A structure, including supports, erected over a depression or an obstruction, such as water, a highway or railway and having a track or passageway for carrying traffic or other moving loads and having a length measured along the center of roadway of more than 20 ft. (6.1 meters) between undercopings of abutments or extreme ends of openings for multiple boxes.

The length of a bridge structure is the overall length measured along the line of survey stationing back to back of abutments if present, otherwise, end to end of the bridge floor, but in no case less than the total clear opening of the structure. Roadway width is the clear width measured at right angles to the longitudinal centerline of the bridge between the bottom of curbs.

~ C ~

CALENDAR DAY-Every day shown on the calendar.

CERTIFIED TECHNICIAN-A Certified Technician is an individual who has been examined by the joint Industry-Division Certification Board and deemed competent in the particular technical field for which the individual has been examined. This competency is documented by written notification and issuance of a certificate to the individual and remains in effect for a given period of time as determined by the regulations of the Board. Should any questions develop concerning the status of an individual, verification may be made through the Training section of the Personnel Division of the Division.

CHANGE ORDER-A general term referring to force account work orders, supplemental agreements, and work orders of the Contract.

CHANNEL-A natural or artificial water course.

CITY, TOWN OR DISTRICT-A subdivision of the county used to designate or identify the location of the proposed work.

COMMISSIONER-West Virginia Commissioner of Highways.

CONSTRUCTION LIMITS-The physical limits of construction as described by designated lines drawn on the Plans.

CONTRACT-The written agreement between the Division and the Contractor covering the performance of the work, the furnishing of labor, equipment and materials, and the basis of payment. The Contract includes the invitation of bids, proposal, contract form, contract bond, specifications, supplemental specifications, special provisions, plans, notice to proceed, any change orders and supplemental agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

CONTRACT BOND-The approved form of security, executed by the Contractor and their surety, guaranteeing completion of the work and payment of all legal debts pertaining to the construction of the project.

CONTRACT PERIOD-The period from the specified date of commencement of work to the specified date of completion of the work, both dates inclusive, as is specified in the Contract.

CONTRACT TIME-The number of work or calendar days specified in the proposal, indicating the time allowed for the completion of the work contemplated, including authorized time extensions.

CONTRACTOR-The individual, firm or corporation, party of the second part to the Contract, acting directly or through their agents, employees, or subcontractors.

CONTROL OF ACCESS, FULL-The condition where the right of owners or occupants of abutting land or other persons to access, light, air or view in connection with a highway is fully controlled by public authority. The authority to control access is exercised to give preference to through traffic by providing access connections with selected public roads only and by prohibiting crossings at grade or direct driveway connections.

CONTROL OF ACCESS, PARTIAL-The condition where the right of owners or occupants of abutting land or other persons to access, light, air or view in connection with a highway is partially controlled by public authority. The authority to control access is exercised to give preference to through traffic to a degree that, in addition to access connections with selected public roads, there may be some crossings at grade and some private driveway connections.

COUNTY-The County or Counties of West Virginia in which the work is to be done.

CULVERT-Any structure not classified as a bridge which provides an opening under the roadway.

~ D ~

DEPARTMENT-West Virginia Department of Transportation.

DIVISION-West Virginia Division of Highways

DIVIDED HIGHWAY-A highway with separated roadways for traffic in opposite directions.

~ E ~

EASEMENT-A right acquired by one party to use land belonging to another party for a specified purpose.

EMBANKMENT-The structure of soils, soils aggregate and broken rock between the embankment foundation and the subgrade.

EMBANKMENT FOUNDATION-The material below the original ground surface whose physical characteristics affect the support of the embankment.

EMPLOYEE-Any person working on behalf of the project who is under the direction of the Contractor or any subcontractor.

ENGINEER-The State Highway Engineer of the Division, or an authorized representative, limited by the scope of duties assigned.

EQUIPMENT-All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

ESTIMATES-The official written itemization of the value of materials in place and work performed.

EXPRESSWAY-A divided arterial highway for through traffic with full or partial control of access and generally with grade separations at intersections.

EXTRA WORK-An item of work not provided for in the contract as awarded, but found essential to the satisfactory completion of the Contract within its intended scope. See further 104.3.

~ F ~

FORCE ACCOUNT WORK ORDER-An order signed by the Engineer or an authorized representative, directing additional work to be performed, with payments based on labor, materials used, equipment cost, plus specified percentages.

FREEWAY-An expressway with full control of access.

FRONTAGE STREET OR ROAD-A local street or road auxiliary to and located on the side of an arterial highway for service to abutting property and adjacent areas, and for control of access.

~ G ~

~ H ~

HIGHWAY-The entire improvement comprising the entire right-of-way. See definition for Road in Section 101.

HIGHWAY GRADE SEPARATION-Any structure carrying highway or street traffic over or under another highway or street.

HOLIDAYS-Official holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any day in which an election (Primary or General) is held through the State and such other days as the President, Governor, or other duly constituted authority shall proclaim to be holidays. If a holiday falls on Sunday, the following Monday shall be observed in lieu thereof. If a holiday falls on a Saturday, the previous Friday shall be observed in lieu thereof.

~ I ~

INSPECTOR-The Engineer's authorized representative assigned to make any or all necessary inspection of the work as further described in 105.10.

INSTRUCTIONS TO BIDDERS-The notice to Contractors containing all necessary information as to provisions, requirements, date and time of submitting Proposals.

INVITATION FOR BIDS-The advertisement for bids, as required by law, inviting bids for work to be performed or material to be furnished.

ITEM-A specifically described unit of work for which a price is provided in the contract.

~ J ~

~ K ~

~ L ~

LABORATORY-The testing laboratories of the Division or any other testing laboratory designated by the Division.

LOT-A lot is an isolated quantity of specified material from a single source or a measured amount of specified construction assumed to be produced by the same process.

~ M ~

MATERIALS-Any substances specified for use in the construction of the project and its appurtenances.

MATERIALS PROCEDURE-A procedure defining standard methods or guidelines for the inspection, sampling, testing, evaluation, and documentation of the Material's Division activities relative to the quality assurance program for materials, products, and processes. Each Materials Procedure is identified by the letters MP followed by seven digits, (i.e. MP XXX.XX.XX).

MEDIAN-The portion of a divided highway separating the traveled ways for traffic in opposite directions.

MEDIAN LANE-A speed-change lane within the median to accommodate left-turning vehicles.

MULTIPLE DEFICIENCY-A multiple deficiency is defined as a failure to meet specified requirements involving more than one characteristic of a material within the same lot.

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NOTICE TO PROCEED-Written notice to the Contractor to proceed with the contract work including, when applicable, the date of beginning of contract time.

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PARKING LANE-An auxiliary lane primarily for the purpose of vehicular parking.

PARKWAY-An arterial highway for non-commercial traffic, with full or partial control of access, and usually located within a park or a ribbon of parklike development.

PAVEMENT STRUCTURE-The combination of subbase, base course, and surface course placed on a subgrade to support the traffic load and distribute it to the roadbed.

PLANS-The approved Plans, profiles, typical cross sections, working drawings, standard drawings, and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions and details of the work to be done.

PRE-CONSTRUCTION CONFERENCE-A conference normally called by the District Engineer, following award and prior to start of construction, to be attended by Division officials and by the responsible officials of the Contractor and other affected parties.

PRE-QUALIFICATION STATEMENT-The approved form or forms upon which Contractors shall furnish information as to their ability to perform work, their experience, personnel, equipment and financial condition.

PROFILE GRADE-The trace of a vertical plane intersecting the top surface of the proposed wearing surface, usually along the longitudinal centerline of the roadway. Profile grade means either elevation or gradient of such trace according to the context.

PROJECT-The specific section of the highway, together with all appurtenances and construction to be performed, under the Contract.

PROJECT ENGINEER OR PROJECT SUPERVISOR-The representative of the Engineer on a project. See further 105.9.

PROPOSAL-The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and material at the prices quoted.

PROPOSAL FORM-The approved form on which the Division requires a bid to be prepared and submitted for the work.

PROPOSAL GUARANTY-The security furnished with a bid to guarantee that the bidder will enter into the Contract if their bid is accepted.

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RAILWAY-HIGHWAY SEPARATION-Any structure carrying highway traffic over or under the tracks of any railway.

RAMP-A connecting roadway between two intersecting highways, usually at a highway grade separation.

RIGHT-OF-WAY-A general term denoting land, property, or interest, usually in a strip, acquired for or devoted to a highway.

ROAD-A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way, or needed for the maintenance of travel. See West Virginia Code, Chapter 17, Article 1, Section 3.

ROADBED-The grade portion of a highway, within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

ROADSIDE-A general term denoting the area adjoining the outer edge of the roadway. Extensive areas between the roadways of a divided highway may also be considered roadside.

ROADSIDE DEVELOPMENT-Those items necessary to the complete highway which provide for the preservation of landscape materials and features; the rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching and the placing of other ground covers; such suitable planting and other improvements as may increase the effectiveness and enhance the appearance of the highway.

ROADWAY-The portion of the highway within limits of construction.

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SEASONAL RESTRICTIONS-Limitations imposed on the work which prohibit the Contractor from performing certain types of work during specific seasons of the year.

SHOULDERS-The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

SIDEWALK-That portion of the roadway primarily intended for the use of pedestrians.

SINGLE DEFICIENCY-A single deficiency is defined as a failure to meet specified requirements involving one characteristic of a material.

SPECIAL PROVISIONS-Additions and revisions to the Standard and Supplemental Specifications covering conditions peculiar to an individual project.

SPECIALTY ITEM-An item of work designated as "Specialty Item" in the proposal that is limited to work which requires highly specialized knowledge, craftsmanship, or equipment that is not ordinarily available in contracting organizations prequalified to bid and is usually limited to minor components of the overall Contract.

SPECIFICATIONS-A general term applied to all directions, provisions, and requirements pertaining to performance of the work.

STATE-The State of West Virginia.

STREET-A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

STRUCTURES-Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other features which may be encountered in the work and not otherwise classed.

SUBBASE-The layer or layers of specified or selected materials of designed thickness placed on a subgrade to support a base course.

SUBCONTRACTOR-An individual, firm, or corporation to whom the Contractor sublets part of the Contract.

SUBGRADE-The upper portion of a roadbed upon which the pavement structure and shoulders are constructed.

SUBSTANTIAL COMPLETION or SUBSTANTIALLY

COMPLETE-The work on the Contract will be considered substantially complete when the Project could be opened continuously for the safe, convenient, and unimpeded use of the traveling public, or the Project has met the intention of the plans, as reasonably determined by the Engineer.

SUBSTRUCTURE-All that part of the structure below the bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, together with the backwalls, wingwalls, and wing protection railings.

SUPERINTENDENT-The Contractor's authorized representative in responsible charge of the work.

SUPERSTRUCTURE-The entire structure except the substructure.

SUPPLEMENTAL AGREEMENT-A modification of the Contract covering changes in the Plans or quantities, or both, and establishing the basis of payment and time adjustment for the work necessitated by reason of the modification, requiring the signature of the Commissioner, the Contractor, and the Surety, or their authorized representatives.

SUPPLEMENTAL SPECIFICATIONS-Additions to and revisions of the Standard Specifications that are approved subsequent to issuance of the printed book. Supplemental Specifications prevail over Standard Specifications when in conflict therewith.

SURETY-The corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.

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TEMPORARY STRUCTURE-A structure required for the use of traffic or other purpose while construction is in progress and not to be retained as a part of the improvement.

TITLES-The titles or headings of the sections and subsections are intended for convenience of reference and shall not be considered as having any bearing on their interpretation except those titles and headings used in conjunction with the definition of terms.

TRAFFIC LANE-The portion of the roadway for the movement of a single line of vehicles.

TRAVELED WAY-The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

The Division may at its discretion issue to a Contractor a Proposal requiring prequalification in excess of the amount allotted the Contractor provided it considers that this Contractor is particularly fitted by reason of their experience or equipment, or both, to perform work of this type involved in an amount exceeding their prequalification limits and further provided that the prospective bidder furnish the Division with a letter from a reputable Surety advising of their willingness to furnish bond to the Contractor for the project.

When more than one project is advertised, Proposals will be issued on as many projects as the Contractor requests, providing the Contractor is qualified as above for each individual project, but no contracts will be awarded exceeding the permissible limit of the Contractor's prequalification rating except as otherwise provided in 103.1.

102.4-INTERPRETATION OF APPROXIMATE ESTIMATES:

The quantities appearing in the proposal form are approximate only and are prepared for the comparison of bids. Payment to the Contractor will be made only for the work accepted, or for materials furnished in accordance with the Contract. If upon completion of the construction the actual quantities show either increase or decrease, the unit bid prices offered in the Proposal will prevail except as further provided.

102.5-EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:

The bidder is required to examine carefully the Plans, Specifications, Supplemental Specifications, contract forms, and the site of the work contemplated. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied themselves as to the character, quality, and quantity of work to be performed and material required to be furnished under the Contract.

102.6-PREPARATION OF PROPOSAL:

The bidders Proposal must be submitted through the Division's Bid Express Website. The bidder must furnish a unit price or a lump sum price as called for in the Proposal, in numerical figures, for each pay item listed, except that in the case of alternates, the bid may be made on only one alternate if so desired.

The Contractor or qualified and authorized agent shall use a digital signature as provided at law for the Proposal submission.

The proposal shall comply with West Virginia Contractor Licensing Act, Chapter 21, Article 11 Code of West Virginia, except that on Federal-Aid Projects a Contractor's license is not required at time of bid, but will be required before work can begin.

102.7-IRREGULAR PROPOSALS:

Proposals will be considered irregular and will be rejected for any of the following reasons:

SECTION 105 CONTROL OF WORK

105.1-AUTHORITY OF THE ENGINEER:

The Engineer will decide all questions which may arise as to the quantity, quality, and acceptability of materials furnished and work performed, and as to the rate of progress of the work; all questions which may arise as to the interpretation of the Plans and Specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. The decision of the Engineer will be final.

The Engineer will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the employees or the general public, for failure to carry out orders, for such periods as the Engineer may deem necessary due to unsuitable weather, for conditions considered unsuitable for the prosecution of the work, or for any other condition or reason deemed to be in the public interest. All such suspension orders will be directed to the Contractor in writing.

The Engineer is not authorized to increase the obligation of the Division to any Contract except as provided.

105.2-PLANS AND WORKING DRAWINGS:

Approved Plans will show the location, profile, typical cross section, structures, except as specified, incidental items, and a summary of all items appearing in the Proposal. Any deviations which may be required by the exigencies of the construction will be determined by the Engineer and authorized by the Engineer in writing. The Contractor shall keep one set of approved Plans available on the work at all times.

Plans will show such details as are necessary to give a comprehensive idea of the construction contemplated. Any information which may be shown on drawings regarding results obtained from test piles or borings will be a record of conditions encountered at the place where such test piles were driven or borings were made, as nearly as these conditions could be interpreted by the Engineer observing the operations. The Contractor shall interpret the data in the light of their own experience. The Contractor is not bound to accept or rely on the data shown on the drawings, but may make such additional borings and investigations, including test piles, as the Contractor may desire in order to satisfy themselves concerning the lengths of piles and the conditions governing or entering into the construction of foundations.

The Plans will show the foundation depths and dimensions on which the estimate of quantities is based. These depths and foundation dimensions, however, are subject to such variations as may be necessary to secure a foundation satisfactory to the Engineer, and the right is expressly reserved to increase or diminish the dimensions and depths of the foundations as the Engineer may determine.

The Contractor shall submit to the Engineer all stress sheets, shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, or any other supplemental plans or similar data for the Engineers use.

any submittal which does not comply with the requirements of this Special Provision. The verification and distribution or rejection of Contractor approved shop drawings will normally require seven (7) calendar days after receipt of the drawings.

Additional certifications and/or slightly different wording of the above tow certification may be used if approval is given by the Legal Division. This approval must be obtained prior to any submission of contractor approved shop drawings. This approval may take up to thirty (30) days to be obtained. If this approval is obtained, a copy of the approval letter must be submitted with the first submission of shop drawings for distribution.

The Division shall reserve the right to review any submission of shop drawings or catalog sheets. This review shall not delay the contractor in the construction project or delay the distribution of the approved shop drawings or catalog sheets.

105.3-CONFORMITY WITH PLANS AND SPECIFICATIONS:

All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

Should the Engineer determine the materials, or the finished product do not conform to the Specifications or the Plans, the Engineer will then make a determination if the work will be accepted and remain in place in accordance with 106.3.1 and 106.7. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an adjusted payment. All nonconforming material or construction judged to be inadequate for the use intended shall be either reworked or removed and replaced at no expense to the Division.

Each supplemental agreement containing an adjusted price will also have added the sum of Two Hundred Dollars to each adjusted price, for the Divisions administration costs, to be deducted from monies due the Contractor.

105.4-COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS:

These Specifications, the Supplemental Specifications, the Plans, Special provisions, and all Supplementary Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; Supplemental Specifications will govern over Specifications; Plans will govern over Specifications and Supplemental Specifications; Special Provisions will govern over Specifications, Supplemental Specifications and Plans. When the plans provide that new work is to connect with existing structures, the Contractor must verify all dimensions with the Engineer before proceeding with the work.

The Specifications, Supplemental Specifications, and Special Provisions are in dual units. The first Primary unit is in English with the Metric unit

following in parentheses “()”. The Metric values are considered replacements for the English units and they are not conversions.

The Contractor shall take no advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, the Contractor shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications.

105.5-COOPERATION BY CONTRACTOR:

The Contractor will be furnished One (1) complete set of plans and profile sheets, and one (1) set of Cross Sections upon request, without charge. The Contractor shall maintain on the Project at all times one complete set of Plans, Specifications, and Special Provisions.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, their inspectors, other Contractors, and utilities in every way possible.

The Contractor shall have on the work at all times, as an agent, a competent superintendent capable of reading and thoroughly understanding the Plans and Specifications, and thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or an authorized representatives. The Superintendent shall have full authority to execute orders or directions of the Engineer without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet.

The Contractor shall furnish to the Engineer a list of addresses and telephone numbers of their personnel who may be reached in case of emergency during hours when no work is to be performed. On weekends, holidays, during suspensions of work, and during storms the Contractor shall alert certain of their personnel to stand by and shall inform the Engineer of arrangements so made.

The Contractor shall provide all reasonable facilities and furnish the Division the information, assistance and samples required by the Engineer and Inspector for proper inspecting or testing of materials and workmanship.

On some contracts it may be necessary, to insure proper coordination between the work of the Contractor and the work of various utilities, to hold a pre-construction utility meeting. The Division will arrange for the affected utilities to be present. The Contractor or their representative, authorized to make decisions for them in regard to the scheduling of the proposed work, is required to attend the meeting. A report of the pre-construction utility meeting will be prepared and distributed by the Engineer to all represented at the meeting.

105.6-COOPERATION WITH UTILITIES:

The Division will notify all utility companies, all pipe line owners, or other parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, sewers, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

Water lines, gas lines, wire lines, sewer lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners

with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

In the event the Engineer finds further coordination effort is necessary, the Engineer shall call a meeting of the Contractors involved. After the meeting has been held, the Engineer may notify the Contractors of the action required of each and the Engineer's decision shall be final.

105.8-CONSTRUCTION STAKES, LINES AND GRADES:

Except when "Construction Layout Stakes", is included in the Contract, the Engineer will set construction stakes establishing lines, slopes and continuous profile-grade, together with necessary reference stakes and bench marks. The Engineer will set sufficient right-of-way stakes to define the right-of-way limits. The Engineer will set stakes to mark centerline and establish bench marks for bridges and special structures as may be considered necessary.

The stakes and marks in the paragraph above shall constitute field control by and in accordance with which the Contractor shall establish all additional stakes and marks necessary to secure a correct layout of all the work. All stakes, except those set by the Engineer, shall be furnished by the Contractor. The Contractor shall not engage the services of any person or person in the employ of the Division for the performance of any of the Contractor's layout work.

The Contractor shall be responsible for having the finished work in reasonably close conformity with the lines, grades, elevations, and dimensions called for on the Plans or established by the Engineer. The Contractor shall be held responsible for the preservation of stakes, marks, and references, and shall have them reset at the Contractor's expense when they are damaged, lost, displaced, or removed.

105.9-AUTHORITY AND DUTIES OF THE PROJECT ENGINEER OR PROJECT SUPERVISOR:

The project Engineer or Supervisor has immediate charge of the engineering details of each construction project. The Engineer or Supervisor are responsible for the administration and satisfactory completion of the project.

The Project Engineer or Supervisor has the authority to reject defective material and to suspend any work that is being improperly performed.

The Project Engineer or Supervisor will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the employees or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for such periods as they may deem necessary due to unsuitable weather. All such suspension orders will be directed to the Contractor in writing. The suspension of the work for the above reasons does no relieve the Contractor of their responsibility according to 107.16.

105.10-AUTHORITY AND DUTIES OF THE INSPECTOR:

Inspectors employed by the Division will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The Inspector is not authorized to alter or waive the provisions of the Contract. The Inspector is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the Specifications and Contract.

The Inspector is authorized to reject materials which do not meet specification requirements or suspend the portion of the work involved until any question at issue can be referred to the Project Engineer or Project Supervisor. The Inspector is not authorized to issue instructions contrary to the Plans and Specifications. The Inspector shall not act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter.

105.11-INSPECTION OF WORK AND MATERIALS:

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer or a representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection. To facilitate the inspection of materials, all delivery tickets shall contain as a minimum the information required in MP 700.00.01.

At the Engineer's request, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized Division representative may be ordered removed and replaced at the Contractor's expense. Failure to reject any defective material or work shall not in any way prevent later rejection when such defects are discovered, nor obligate the Division to final acceptance.

When any unit of government or political subdivision or any railroad corporation is to pay a portion of the cost of the work covered by this Contract, its respective representatives shall have the right to inspect the work. Such inspection shall in no sense make any unit of government or political subdivision or any railroad corporation a party to this Contract, and shall in no way interfere with the rights of either party hereunder.

No work shall be done at night, Saturdays, Sundays, or Holidays without documented prior approval of the Engineer.

105.12-REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK:

Except as provided in 105.3, all work which does not conform to the requirements of the Contract will be considered as unacceptable work.

Unaccepted work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner.

Unacceptable material shall be removed from the job site.

No work shall be done without lines and grades having been given or approved by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the Plans, or as given, except as specified, or any extra work done without authority, will be considered as

unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply promptly with any order of the Engineer, made under the provisions of this Subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed, and to deduct the costs from any monies due or to become due the Contractor.

105.13-LOAD RESTRICTIONS:

The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads. A special permit will not relieve the Contractor of liability for damage which may result from the moving of equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base or structure before the expiration of the curing period. In no case shall legal load limits be exceeded unless permitted in writing. The Contractor shall be responsible for all damage done by their own equipment.

105.14-MAINTENANCE DURING CONSTRUCTION:

The Contractor shall maintain the work during construction and until the project is accepted except as otherwise provided in 105.16.1. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that the roadway and structures are kept in satisfactory condition at all times.

In the case of a Contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All cost of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various pay items, and the Contractor will not be paid an additional amount for such work except as otherwise provided in 104.5.

105.15-FAILURE TO MAINTAIN ROADWAY OR STRUCTURE:

If the Contractor, at any time, fails to comply with the provisions of 105.14, the Engineer will immediately notify the Contractor of such non-compliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Engineer may immediately proceed to maintain the project, and the entire cost of maintenance will be deducted from monies due or to become due the Contractor on their Contract.

105.16-ACCEPTANCE:

105.16.1-Partial Acceptance: If at any time during the prosecution of the project, the Contractor completes a unit or portion of the project, such as a structure, an interchange, or a section of road or pavement, the Contractor may request the Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been completed in compliance with the

as provided in 652 without additional compensation. Where practicable, borrow pits, gravel pits, and quarry sites shall be located so they will not be visible from the highway.

In accordance with the agreement between the Division of Highways and the Division of Environmental Protection, the Contractor cannot furnish material from borrow areas outside the right of way for any other public or private use.

106.3-SAMPLES, TESTS, CITED SPECIFICATIONS:

All materials will be inspected, tested and approved prior to incorporation into the work. Any work which incorporates materials prior to the above evaluation shall be performed at the Contractor's risk, and may subsequently be considered as unacceptable. Unless otherwise specified, the materials shall meet the applicable Standard or Interim Specifications of the American Association of State Highway and Transportation Officials, the Standard or Tentative Specifications of the American Society for Testing and Materials, or Standards adopted by other specifying agencies, with preference given in the same order in which the above agencies are listed. The specification which is current at the time of advertisement for bids shall govern, except that, with the approval of the Engineer, subsequent revisions or adoptions may govern. All materials being used are subject to inspection, testing or rejection at any time prior to final acceptance of the completed work.

The Contractor shall be responsible for the quality of construction and materials incorporated. When called for in the Specifications, the Contractor shall perform all necessary process control inspection, sampling and testing. All materials will be approved for acceptance through the Division's acceptance procedures. The Division has the exclusive right and responsibility for determining the acceptability of the construction and materials incorporated. The Division may use the results of the Contractor's inspection, sampling and testing for acceptance purposes.

Lot or subplot sizes will normally be designated. In the event that operational conditions cause work to be interrupted, or only partially completed before the lot size designated has been achieved, the lot or subplot may be redefined by the Engineer as being either the amount of work accomplished within the day or that work partially completed combined with the next lot or subplot of work. It is the intent of these Specifications that the number of samples required to evaluate each lot or subplot will be unchanged even when the lot or subplot is redefined.

When an acceptance plan is cited, it shall be in accordance with 106.3.1.

106.3.1-Acceptance Plans:

106.3.1.1-Percent Within Tolerance: The percentage of each lot or subplot of material, product, item of construction, or completed construction within the specified tolerances will be determined by the procedures as referenced by the specification requirements. When West Virginia AP-A is referenced, it will consist of Tables 106-1 to 106-5 inclusive, published in MP 106.00.20.

106.3.1.2-Sampling of Reworked Lots or Sublots: It is the intent of these Specifications that lots or sublots of materials, products, items of construction or completed construction meet specification requirements at the time of submission. Lots or sublots generally will not be resampled unless reworked before submission. Sampling after reworking will be at the expense of the Contractor.

106.4-PLANT INSPECTION:

The Engineer may undertake the inspection of materials at the source.

In the event plant inspection is undertaken, the following conditions shall be met:

- i. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- ii. The Engineer shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.
- iii. Adequate safety measures are to be provided and maintained.

The Division reserves the right to retest all materials, which have been tested and accepted at the source of supply, after the materials have been delivered to the project and prior to incorporation into the work and to reject all materials which, when retested, do not meet the requirements of these Specifications or those established for the specific project.

106.5-STORAGE OF MATERIALS:

Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the right-of-way may be used for storage purposes and for the placing of the Contractor's plant and equipment, but any additional space required therefore must be provided by them at their expense. Private property shall not be used for storage purposes without written permission of the owner or lessee, and if requested by the Engineer, copies of such written permission shall be furnished. All storage sites shall be restored to their original condition by the Contractor at their expense. This shall not apply to the stripping and storing of topsoil, or to other materials salvaged from the work.

Care shall be exercised to protect finished concrete surfaces from being stained from storing or placing materials, including but not limited to reinforcing bars or mesh or unpainted structural steel, on same. Any such material so stored shall be adequately protected from weather. Any stains resulting from storage of materials on finished concrete surfaces shall be removed by the Contractor at their expense.

Aggregate stockpiles may be made on ground that is denuded of vegetation, hard, and well drained. If necessary, the ground shall be covered with two inch (50 mm) plank. Different kinds and sizes of aggregates shall be kept separate during transportation, handling, and storage until batched. If necessary,

partitions of suitable height and strength shall be constructed between stockpiles to prevent different materials from becoming mixed. Care must be taken to prevent segregation of the coarse and fine particles of aggregates from taking place during handling or hauling. The inclusion of foreign materials will not be permitted. Aggregates placed directly on the ground shall not be removed from the stockpiles within one foot (300 mm) of the ground until the final cleaning up of the work, and then only the clean aggregate will be permitted to be used.

106.6-HANDLING MATERIALS:

All materials shall be handled in such manner as to preserve their quality and fitness for the work. Aggregates shall be transported from the storage site to the work in tight vehicles, so constructed as to prevent loss or segregation of materials after loading and measuring, in order that there may be no inconsistencies in the quantities of materials intended for incorporation in the work as loaded and the quantities as actually received at the place of operations.

106.7-UNACCEPTABLE MATERIALS:

106.7.1-Acceptance or Rejection: Following the application of the appropriate acceptance plan, the decision of the Engineer will be final as to the acceptance, rejection, or acceptance at an adjusted price of sampled lots or sublots.

106.7.2-Disposition of Lots or Sublots: Lots or sublots not conforming to specification requirements may be reworked or removed and replaced and resubmitted for acceptance. All nonconforming lots or sublots evaluated as unsatisfactory for the use intended shall be reworked or removed and replaced and resubmitted for acceptance. When the evaluation indicates the lots or sublots may satisfactorily remain in place, acceptance will be an adjusted price as stated in the Specifications or as directed by the Engineer.

106.8-DIVISION-FURNISHED MATERIAL:

The Contractor shall furnish all materials required to complete the work, except those specified to be furnished by the Division.

Materials furnished by the Division will be delivered or made available to the Contractor at the points specified in the Contract.

The cost of handling and placing all materials after they are furnished to the Contractor shall be considered as included in the contract price for the item in connection with which they are used.

The Contractor will be held responsible for all material delivered to them, and deductions will be made from any monies due the Contractor to make good any shortages and deficiencies, from any cause whatsoever, and for any damage which may occur after such delivery, and for any demurrage charges.

106.9-SILENCE OF SPECIFICATIONS:

The apparent silence of these Specifications, Supplemental Specifications, plans and Special Provisions as to any detail, or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only material and workmanship of acceptable quality are to be used.

SECTION 107

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.1-LAWS TO BE OBSERVED:

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, or decrees, whether by themselves, their subcontractors or their employees.

107.2-PERMITS, LICENSES AND TAXES:

The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

107.3-PATENTED DEVICES, MATERIALS, AND PROCESSES:

If the Contractor employs any design, devise, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the surety shall indemnify and save harmless the Division, and affected third party, or political subdivision from and claims for infringement by reasons of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Division for any costs, expenses, and damages which it may be obligated to pay by reason of any infringement, at any time during the prosecution or after the completion of the work.

107.4-RESTORATION OF SURFACES OPENED BY PERMIT:

The right to construct or reconstruct any utility service in the highway or street or to grant permits for same, at any time, is expressly reserved by the Division for the proper authorities of the municipality in which the work is done, and the Contractor shall not be entitled to any damages either for the digging up of the street or for any delay occasioned.

Any individual, firm, or corporation wishing to make an opening in the highway must secure a permit from the Division. The Contractor shall allow parties bearing such permits, and only those parties, to make openings in the highway. The Contractor shall, when ordered by the Engineer, make in an acceptable manner all necessary repairs due to such openings and such necessary work will be paid for as "Extra Work", or as provided in these Specifications, and will be subject to the same conditions as original work performed.

107.5-FEDERAL-AID PROVISIONS:

When the United States Government pays any portion of the cost of a project, the Federal Laws and the Rules and Regulations made pursuant to such laws must be observed by the Contractor, and the work shall be subject to the inspection of the appropriate Federal Agency.

107.12-PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:

The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property marks until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in the Contractor's manner or method of executing the work, or at any time due to defective work or materials, and this responsibility will not be released until the project shall have been completed and accepted.

When or where and direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, the Contractor shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in as acceptable manner.

107.13-FOREST PROTECTION:

In carrying out work within or adjacent to State or National Forests, the Contractor shall comply with all regulations of the State Fire Marshall, Division of Natural Resources, or any other authority having jurisdiction, governing the protection of forests and the carrying out of work within forests, and shall observe all sanitary laws and regulations with respect to the performance of work in forest areas. The Contractor shall keep the areas in an orderly condition, dispose of all refuse, obtain permits for the construction and maintenance of all construction camps, stores, warehouses, residences, latrines, cesspools, septic tank, and other structures in accordance with the requirements of the Forest Supervisor.

The Contractor shall take all reasonable precaution to prevent and suppress forest fires and shall require their employees and subcontractors, both independently and at the request of forest officials, to do all reasonably within their power to prevent and suppress and to assist in preventing and suppressing forest fires and to make every possible effort to notify a forest official at the earliest possible moment of the location and extent of any fire seen by them.

107.14-RESPONSIBILITY FOR DAMAGE CLAIMS:

The Contractor shall indemnify and save harmless the Division, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act," or any other law, ordinance, order, or decree; and so much of the money due the Contractor under and by virtue of their Contract as may be

At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, and power companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to water or utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with such authority in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

107.18-FURNISHING RIGHT-OF-WAY:

The Division will be responsible for securing all necessary right-of-way in advance of construction. Any exceptions will be indicated in the Contract.

107.19-PERSONAL LIABILITY OF PUBLIC OFFICIALS:

In carrying out any of the provisions of these Specifications, or in exercising and power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the Commissioner, Engineer, or their authorized representatives, either personally or as officials of the State, it being understood that in all such matters they act solely as agents and representatives of the Division.

107.20-NO WAIVER OF LEGAL RIGHTS:

The Division shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the Contract. The Division shall not be precluded or estopped, notwithstanding and such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or sureties, or both, such damage as it may sustain by reason of their failure to comply with the terms of the Contract. Neither the acceptance by the Division or any representative of the Division, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Division, shall operate as a waiver of any portion of the Contract or of any power reserved or of any right to damages. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

108.8-DEFAULT AND TERMINATION OF CONTRACT:

If the Contractor:

1. fails to begin work under the Contract within the time specified in the "Notice to Proceed"; or
2. fails to perform the work with sufficient employees and equipment or sufficient materials to assure the prompt completion of the work; or
3. performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable;
4. discontinues the prosecution of the work; or
5. fails to resume work which has been discontinued within a reasonable time after notice to do so; or
6. becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency; or
7. allows any final judgment to stand against the Contractor unsatisfied for a period of ten (10) days; or
8. makes an assignment for the benefit of creditors; or
9. for any other cause whatsoever, fails to carry out the Contract terms in an acceptable manner;

the Engineer will give notice in writing to the Contractor and his/her Surety of such delay, neglect or default. If the Contractor or Surety, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, the Division will, upon written notification from the Engineer of the fact of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority, without violating the Contract, to terminate the Contract. The Division may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement with another contractor for the completion of the Contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of the Contract in an acceptable manner.

All cost charges incurred by the Division, together with the cost of completing the work under Contract, will be deducted from any money due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay to the Division the amount of such excess.

108.9-TERMINATION OF CONTRACT FOR CONVENIENCE OF THE STATE:

The Division may terminate the entire Contract or any portion thereof, if the Engineer determines that a termination is in the Division's interest. The Engineer will deliver to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

SECTION 109 MEASUREMENT AND PAYMENT

109.1-MEASUREMENT OF QUANTITIES:

All work completed under the Contract will be measured by the Engineer according to United States standard measure.

The method of measurement and computations to be used in determining of quantities of materials furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise indicated, the requirements prescribed shall govern.

Earthwork will be computed by the average end area method, using the horizontal length measured along the centerline as the distance between sections, applying corrections for curvature where the apparent error exceeds 25 percent of the volume in any one cut. Other acceptable methods may be used.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally and no deductions will be made for individual fixtures having an area of nine square feet (one square meter) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the Plans or ordered in writing by the Engineer.

Structures will be measured according to neat lines shown on the Plans or as altered to fit field conditions.

All items which are measured by the linear foot (meter), such as pipe culverts, guardrail, underdrains, etc., will be measured parallel to the base or foundations upon which such structures are placed.

The term "gage" when used in connection with the measurements of plates, will mean the U.S. Standard Gage.

The galvanized sheet thicknesses to be used in the manufacture of metal cribbing, corrugated steel culvert pipe, underdrain pipe, plate pipe, pipe arches, plate pipe arches and plate arches shall be as specified in AASHTO M 36 or AASHTO M 167. The sheet thicknesses to be used in the manufacture of corrugated aluminum alloy culvert pipe, underdrain pipe, plate pipe, pipe arches, plate pipe arches and plate arches shall be as specified in AASHTO M 196 or AASHTO M 219.

The "size number" used in the measurement of wire will be as specified in AASHTO M 32 or AASHTO M 225.

The term ton will mean the short ton consisting of 2,000 lb (The term megagram is defined as a mass of 1,000 kg). All materials which are measured or proportioned by weight shall be weighed on approved scales by competent, qualified personnel. Scales for weighing shall be of either the beam type, springless-dial type or digital recorder type. All plant and truck scales and metering devices shall be inspected, approved and sealed in accordance with the requirements of the West Virginia Division of Labor, Bureau of Weights and Measures, or other appropriate agencies of the State or its political subdivisions. Poles shall be designed to be locked in any position to prevent unauthorized changes. When the beam type scales are used, provisions for a "telltale" dial shall be made for indicating to the operator that the required load in the weighing hopper is being approached. A device on the weighing beams shall clearly indicate the critical position.

Truck scales shall be provided by the producer or Contractor, except that truck scales are not required where the material is weighed at properly calibrated automatic batching plant facilities which are equipped with digital print-out equipment. The scales shall be of sufficient size and capacity to weigh the heaviest loaded trucks that are used for delivery of the material. All truck scales shall be mounted on solid foundations which will ensure their remaining plumb and level.

A weigh person shall be provided by the producer. The weigh person shall certify that the weight of the material, as determined either by the truck scales or from the digital print-out of the weights, is correct. To signify the certification of weight the weigh person must either sign their full name on each ticket, or if the ticket printer prints the weigh person's full name they must at least initial each ticket.

Each truck shall be weighed empty prior to each load, except at automatic batch plants approved to operate without truck scales. A digital recorder shall be required on all truck scales. The digital recorder shall produce a printed record of the gross, tare and net weights, and the time, date, truck identification and project number. Provision shall be made for constant zero compensation and further provision shall be made so that the scales may not be manually manipulated during the printing process. The system shall be interlocked so as to allow printing only when the scale has come to rest.

In case of a breakdown of the automatic equipment, the Engineer may permit manual operation for a reasonable time, normally not to exceed 48 hours, while the equipment is being repaired.

If material is shipped by rail, the car weight may be accepted provided the actual weight of material only will be paid for. However, car weights will not be acceptable for material to be passed through mixing plants.

Devices, used to meter or measure component or other materials in a simultaneous manner, shall be located so as to be readily accessible and visible to a single Inspector, unless otherwise directed by the Engineer.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

When approved by the Engineer, material specified to be measured by the cubic yard (meter) may be weighed and these weights converted to cubic yard (meter)s for payment purposes. Further, when it is impractical to measure the material by weighing, or in its original position, the material will be measured in its final position and adjusted by a volume change factor. These conversion factors will be determined by the Engineer and shall be agreed to by the Contractor before these methods of measurement are used.

When bituminous material is measured by volume, the measured volume at loading temperature shall be converted to volume at 60° F (15° C) using the temperature correction factors in 705 for asphaltic materials and 706 for tar materials, except that when volume is measured by an approved temperature compensated metering device, no further volume correction for temperature shall be required. When bituminous material is measured by weight, the actual specific

gravity, API gravity, or weight per gallon (liter) of the material shall be used to convert the measured weight to volume at 60° F (15° C). The Contractor shall furnish all information necessary as determined solely by the Division to determine the amount of bituminous material actually incorporated into the project.

Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when bituminous material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work.

When bituminous materials are shipped by truck or transport, net certified weights or volume, subject to correction for loss or foaming may be used for computing quantities.

Cement will be measured by the cwt (hundredweight = 100 lb) (kilogram). For the purpose of determining the total amount used in the mixture, one bag of cement shall be considered as weighing 0.94 cwt (42.64 kg), and one barrel of cement shall be considered as weighing 3.76 cwt (175.55 kg).

Timber will be measured by the thousand feet board measure (mfbm) (cubic meters) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the Contract.

When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

109.2-SCOPE OF PAYMENT:

The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials and for performing all work under the Contract in a complete and acceptable manner and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the provisions of 107.20.

If the "Basis of Payment" clause in the Specifications relating to any unit price in the bid schedule requires that the unit price cover and be considered compensation for certain work or material essential to the item, this work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the Specifications, except as provided in 104.6.

When the Contract specifies payment of an item or a portion of an item on a plan quantity basis, the quantities for payment will be those shown on the Plans with deductions from or additions to such quantities resulting from authorized deviations from the Plans.

If the Contractor believes that a quantity which is specified for payment on a plan quantity basis is incorrect, the Contractor may request the Division in writing to check the questionable quantity. The request shall be accompanied by calculations, drawing, or other evidence indicating why the plan quantity is believed to be in error. If the plan quantity is found to be in error, payment will be made in accordance with the corrected plan quantity.

The Division reserves the right to check the quantity of an item which is specified for payment on a plan quantity basis if there is reason to believe that it is inaccurate. If the quantity is found to be in error, payment will be made in accordance with the corrected plan quantity.

Should the Division determine during construction that conditions have varied from those anticipated in design to the extent that actual measurement of a plan quantity item is warranted, the Division will make such measurement, and payment will be based in lieu of the plan quantity.

109.2.1-General Basis of Adjusted Payment:

109.2.1.1-Single Deficiency: In the case of the single characteristic deficiency, the resulting deficiency shall be used directly to determine an adjusted price.

109.2.1.2-Multiple Deficiency: In the case of a multiple deficiency, the related adjusted percentage of contract price as determined by the acceptance plan for each characteristic shall be determined and the resulting percent of contract price to be paid shall be the product of these related adjusted percentages.

109.2.2-Basis of Charges for Additional Testing: When additional acceptance testing is performed by the Division for reworked lots or sublots in accordance with 106.3.1.2, the cost of such testing will be deducted on current estimates from the amount due the Contractor by the Division. The cost of such testing will be determined in accordance with the unit costs per test as shown in Table 9-1, published in MP 109.00.20.

109.3-COMPENSATION FOR ALTERED QUANTITIES:

When the accepted quantities of work vary from the quantities in the bid schedule, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract unit price for the accepted quantities of work done. No allowance except as provided in 104.2 will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursements therefore or from any other cause.

Increased work involving supplemental agreements will be paid for as stipulated in such agreements. The Contractor shall furnish substantiating data required in the preparation of these agreements.

109.4-FORCE ACCOUNT WORK:

If directed by the Division, as provided for in 104.3, the Contractor shall perform extra or unforeseen work on a force account basis and shall be compensated in the following manner:

109.4.1-Labor: For all labor and for foremen and superintendence in direct charge of the specific force account operations, the Contractor or subcontractor shall receive the actual current local rate of wage, agreed to in writing before beginning work, paid for each and every hour that the labor and foremen are actually engaged in the work.

The Contractor or subcontractor shall also receive the actual costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, Worker's Compensation insurance premiums, unemployment insurance contributions, Social Security and Medicare taxes, health and welfare benefits, and pension fund benefits when such amounts are required by employment contract generally applicable to the classes of labor employed on the work. The Contractor or subcontractor shall furnish satisfactory evidence of the rate or rates and the amount paid for insurance premiums and taxes.

For overhead and profit, an amount equal to sixteen percent of the sum of the above labor costs shall also be paid to the Contractor or subcontractor.

109.4.2-Materials: For all materials used in the specific force account operation and incorporated into the project, the Contractor or subcontractor shall receive the actual cost of materials delivered including labor charges for employees of the material supplier who are required to perform an incidental amount of work in conjunction with the material furnished and freight charges paid exclusive of equipment rentals as hereinafter set forth. The Contractor or subcontractor shall furnish invoices to document actual materials costs; however, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's or subcontractor's inventory, then in lieu of the invoices the Contractor or subcontractor shall furnish an affidavit certifying that such materials were taken from inventory, that the quantity claimed was actually used, and that the price and freight claimed represent the Contractor's or subcontractor's actual cost.

For overhead and profit, an amount equal to sixteen percent of the sum of the above materials costs shall also be paid to the Contractor or subcontractor. All materials paid for will become the property of the Division.

109.4.3-Equipment: The movement of equipment to and from the specified force account operation shall be as directed by the Engineer. All equipment must be in good operating condition to qualify for rental payment. For all Contractor or subcontractor equipment either rented or owned, the rental rates and operating costs include full compensation for major repairs, repairs due to normal wear and tear, labor and parts needed for routine daily servicing of the equipment, operating expendables such as fuel, lubricants, tires and ground engaging components, and the percentage of mechanic's wages and related maintenance vehicles chargeable to preventive and field maintenance.

The "C" values given per gallon of Liquid Asphalt Material is based on the use of an emulsion which is assumed to contain 65% asphalt material and a gallon of emulsion weights 8.43 pounds of a liter of emulsion weights 1.00 kg. If a cut-back asphalt is used "C" as given in the above table must be multiplied by 1.54 to arrive at a modified "C" factor for use in the formula. No change will be made in the Adjustable Material Cost (C) for variations between these assumptions and actual factors.

The adjustable materials costs (C_1) and (C_2) are based on the approved job mix formula for the specific asphalt mixture being placed in accordance with the following formulae:

$$(C_1) = I_b \times A_c \times 1 \text{ ton} \text{ or } [(C_1) = I_b \times A_c \times 1 \text{ megagram}]$$

Where A_c equals the approved asphalt content expressed in decimals, i.e. 5.8% asphalt content equals 0.058. When reclaimed asphalt pavement (RAP) is used in the mix, A_c is the % virgin or new asphalt added to the mix.

$$(C_2) = I_b \times A_c \times 1.6 \text{ tons/cy} \text{ or } [(C_2) = I_b \times A_c \times 1.9 \text{ mg/m}^3 \times 1 \text{ meter}]$$

where A_c equals approved asphalt content expressed in decimals and it is assumed that a cubic yard of asphalt treated open-graded free draining base weights 1.6 tons or 1.9 Mg. No change will be made in C_2 for variations between this assumption and the actual factor.

109.11 THROUGH 109.19-BLANK:

109.20-LOAD LIMIT VIOLATIONS AND WEIGH TICKETS:

The Allowable Gross Weight for any vehicle being used to haul materials on publicly maintained highways under the terms of this contract shall be as follows.

Title 23 Code of Federal Regulations, Section 658.17, establishes maximum allowable gross weight on the Interstate System. The maximum allowable gross weight on WV and US Routes will be as established in Chapter 17C, Articles 17 and 17A of the Official Code of West Virginia, as amended. The Public Service Commission, Weight Enforcement Section is responsible for the enforcement of these provisions.

A weigh ticket shall be required with each load of material from a commercial source which would normally have truck scales. This includes, but is not limited to, all asphalt paving materials and all aggregates regardless of the contract pay unit. The weigh ticket shall include gross, tare, and net weights, time and date of loading, Item Number or Description of Materials, Contract Number or Project Number, number of axles on haul unit, license number of haul unit, and signature of the weigher certifying that all information on the ticket is correct. If the weigher's name is printed by the computer on the ticket, then it only needs to be initialed by the weigher.

For material from a commercial source or a batch plant, which would not normally have truck scales, a weigh ticket documenting the tare weight, number of axles on the haul unit, license number of haul unit, date weighed, location of

scales, and signature of the weigher certifying that all information on the ticket is correct, may be supplied for each haul unit as an alternate to the ticket required in the previous paragraph. The tare weight ticket shall be supplied for each contract on a yearly basis and when modifications are made to the vehicle or combination of vehicles. The weight of the material delivered shall be calculated and furnished by the vendor/supplier shipping the material to the project site or DOH facility. This includes, but is not limited to, concrete, structural steel, piling, reinforcing steel and all prepackaged material of known weight, such as cement, grout, fertilizer, lime, abrasives, etc.

If the haul unit is a combination of vehicles, the license number shall be supplied for each component. The tare weight shall be for the complete haul unit.

All weighing shall be done on scales approved and sealed by the West Virginia Division of Labor, Bureau of Weights and Measures. If the scales are moved or upon the request of the Engineer, the scales shall be reapproved and sealed. The Engineer shall be notified of any scale malfunctions. The Division of Highways may, at its option, accept inspection and sealing by out of state agencies when the material is being loaded outside West Virginia.

Any material, covered by this provision, which is delivered without the proper weigh ticket shall not be accepted by the Division of Highways.

Nothing in this provision relieves any party from compliance with the State Law on load limits or any fines which may be assessed for violation of said law.

401.9.2-Dust Collector: An efficient dust collecting system shall be provided to prevent the loss of fine material. The material collected may be returned to the mixture at a uniform rate or discarded.

401.9.3-Truck Scales: Truck scales shall be provided at each Plant, except that truck scales are not required at properly calibrated automatic batching plant facilities which are equipped with digital printout equipment, and which load the trucks directly from the mixer or the weigh hopper in a surge or storage bin.

A person designated as a weigher shall be provided by the producer. The weigher shall certify that the weight of the HMA, as determined either by the truck scales or from the digital printout of the batch weights, is correct.

Each truck shall be weighed empty prior to each load, except at automatic batch plants approved to operate without truck scales.

All truck scales shall be mounted on solid foundations which will insure them remaining plumb and level.

Approval and sealing of scales shall be conducted at the frequency determined by the West Virginia Division of Labor, Bureau of Weights and Measures, and when the plant is moved, or upon the request of the Engineer. The Engineer shall be notified of any scale malfunctions when material is being furnished to Division of Highways projects. The Division may, at its option, accept inspection and sealing by out-of-state agencies when the mixing plant is located outside West Virginia.

A digital recorder shall be required on all truck scales. The digital recorder shall produce a printed record of the gross, tare and net weights, and the time, date, truck identification, and project number. Provision shall be made for constant zero compensation and further provision shall be made so that the scales may not be manually manipulated during the printing process. The system shall be interlocked so as to allow printing only when the scale has come to rest. In case of breakdown of the automatic equipment, the Engineer may permit manual operation for a reasonable time, normally not to exceed 48 hours, while the equipment is being repaired.

The scales shall be of sufficient size and capacity to weigh the loaded trucks that are used for delivery of HMA from the plant.

401.9.4-Test Weights: As part of its standard equipment, each plant which proportions aggregate by weight shall provide a minimum of ten 50-pound (22.68 kg) test weights for the purpose of maintaining the continued accuracy of its weighing equipment.

Plants which proportion asphalt material by weight shall furnish, in addition to the above, one five pound (2.268 kg) test weight.

401.9.5-Surge and Storage Bins: During the normal daily operation of the plant, HMA may be stored in a surge or storage bin for a maximum of 12 hours, provided the bin has received prior evaluation and acceptance through the District plant inspection. The resulting temperature of the material at time of placement and compaction shall be sufficient to comply with 401.10.3 and 401.10.4

SECTION 702 FINE AGGREGATE

702.1-FINE AGGREGATE FOR PORTLAND CEMENT CONCRETE:

702.1.1-General Requirements: Fine aggregate shall consist of natural sand, manufactured sand, or a combination thereof, conforming to the requirements of these Specifications.

702.1.2-Deleterious Substances: The Maximum percentages of deleterious substances shall not exceed the limits below.

MATERIAL	PERCENT BY WEIGHT
Amount finer than No. 200 (75 μ m) sieve for manufactured fine aggregate (determined by AASHTO T 11 and T 27). A manufactured fine aggregate is one which has been reduced in particle size by crushing	5.0
Amount finer than No. 200 (75 μ m) sieve for all other sands (determined by AASHTO T 11 and T 27)	3.0
Coal and other lightweight deleterious material (determined by MP 702.01.20)	2
Friable particles (determined by MP 703.01.20)	1

Larger percentages passing the No. 200 (75 μ m) sieve in the fine aggregate fraction will be permitted if the percent passing the No. 200 (75 μ m) sieve in the coarse aggregate fraction (703.4) is less than the specified maximum. In no event, however, shall the percent passing the No. 200 (75 μ m) sieve in the total concrete aggregate be greater than an amount which would exist if both aggregate fractions contained their specified maximum percentage passing the No. 200 (75 μ m) sieve.

702.1.3-Soundness (Determined by MP 703.00.22): When the fine aggregate is subjected to five alternations of the sodium sulphate soundness test, the weighted loss shall not exceed 10 percent by weight.

702.1.4-Organic Impurities (Determined by AASHTO T21): When the fine aggregate is subjected to the organic impurities test, the color shall not be darker than the standard. In the event a color darker than the standard is produced, the acceptability of the material will be determined as specified in 702.1.5.

702.1.5-Mortar Strength (Determined by AASHTO T71): Fine aggregate failing the organic impurities test shall be subjected to the test for mortar making properties. The fine aggregate shall develop a compressive strength at the age of seven days when using Type I or II cement, or at three days when using Type III cement, of not less than 90 percent of the strength developed by a mortar prepared in the same manner with the same cement and graded Ottawa sand having a fineness modulus of 2.4 plus or minus 0.10.

702.1.6-Grading: The fine aggregate used for developing a concrete mix design shall have an $\bar{A}$ of 6.1 plus or minus 0.4.

The $\bar{A}$ value shall be determined by adding the cumulative percentages by weight of material passing each of U.S. Standard Sieve Nos. 1½ in. (37.5

mm), ¾ in. (19 mm), 3/8 in. (9.5 mm), 4 (, 4.75 mm), 8 (2.36 mm), 16 (1.18 mm), 30 (600 µm), 50 (300 µm), 100 (150 µm), and 200 (75 µm) and dividing by 100.

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

702.1.7-Uniformity of Grading: The gradation limits given in 702.1.6 represent the extreme limits which shall determine suitability of material from all sources of supply. The gradation of material from any one source, however, shall be reasonably uniform.

702.2-MORTAR SAND:

Sand (natural or manufactured) shall meet the requirements of AASHTO M 45, except delete 4.1 through 4.4 and substitute the following:

Aggregate for use in masonry mortar shall be graded within the following limits:

SIEVE SIZE	PERCENT PASSING
No. 4 (4.75 mm)	100
No. 8 (2.36 mm)	90-100
No. 100 (150 µm)	0-30
No. 200 (75 µm)	0-10

For joints thicker than ½ in. (13 mm), sand meeting the requirements of 702.1.1 through 702.1.5 and 702.6 will be permitted.

702.3-FINE AGGREGATE FOR ASPHALT MIXTURES:

Fine aggregate for asphalt mixtures shall meet the requirements of ASTM D 1073, except that the gradation requirements will be waived.

702.4-MINERAL FILLER FOR ASPHALT MIXTURES:

Mineral filler for asphalt mixtures shall meet the requirements of ASTM D 242, modified as follows: Mineral filler shall be free from harmful organic impurities. Gradation requirements will be waived.

702.5-LIGHTWEIGHT FINE AGGREGATE FOR STRUCTURAL CONCRETE:

Lightweight fine aggregate for structural concrete shall meet the requirements of ASTM C 330.

702.6-ALTERNATE GRADING:

Fine aggregate shall be well graded from coarse to fine and shall conform to the following requirements:

SIEVE SIZE	PERCENT PASSING BY WEIGHT
3/8 in. (9.5 mm)	100
No. 4 (4.75 mm)	95-100
No. 16 (1.18 mm)	45-80
No. 50 (300 µm)	10-30
No. 100 (150 µm)	2-10

SECTION 703 COARSE AGGREGATE

Coarse aggregate shall consist of crushed stone, washed gravel (crushed or uncrushed), crushed slag, or any combination thereof, conforming to the requirements of these Specifications.

703.1-CRUSHED STONE:

703.1.1-General Requirements: Crushed stone shall consist of particles of clean, hard, tough, durable rock free from adherent coatings.

703.1.2-Deleterious Substances: Deleterious substances shall not exceed the limits set forth below:

MATERIAL	PERCENT BY WEIGHT
Thin or elongated pieces (determined by MP 703.00.25)	5
Shale (determined by MP 703.00.27)	1
Coal and other lightweight deleterious material (determined by MP 702.01.20)	1.5
Friable particles (determined by MP 703.01.20)	0.25

703.1.3-Percentage of Wear (AASHTO T 96 or ASTM C 535): Crushed stone shall have a percentage of wear not to exceed 40.

703.1.4-Soundness (Determined by MP 703.00.22): When subjected to five cycles of the sodium sulphate test, the weighted percentage of loss shall be not more than twelve.

703.2-GRAVEL:

703.2.1-General Requirements: Gravel shall be composed of particles of hard, durable rock, thoroughly clean and well graded in size. Gravel shall meet the requirements of 703.1.2, 703.1.3 and 703.1.4.

703.2.2-Crushed Particles: The following minimum requirements for percent of crushed particles (determined by MP 703.00.21) for the type of construction indicated shall govern:

	Crushed Particles Minimum Percent by Weight of the Gravel or Blends Retained on No. 4 (4.75 mm) Sieve	
	FRACTURE	
TYPE OF CONSTRUCTION	ONE FACE	TWO FACE
Bituminous Concrete Base 1	80	0
Bituminous Concrete Wearing, Patching and Leveling. Base 2, Prime, Tack, Surface Treatments, Winter Grade Patching Mixtures and aggregates No. 7 and smaller in penetration macadam and Road Mix Bituminous Pavements	-----	80
Bituminous Concrete Surfaces or Wearing Courses on all projects requiring specific skid resistant qualities	-----	80

703.2.3-Pea Gravel: Pea gravel shall consist of clean uncrushed river gravel conforming to the requirements of 703.1.3, 703.1.4, total deleterious substances shall not be greater than five percent, and shall meet the following grading requirements for percent passing:

$$\frac{\frac{1}{2} \text{ in. (12.5 mm)}}{100}$$

$$\frac{\text{No. 16 (1.18 mm)}}{0-5}$$

703.3-SLAG:

Slag shall be air cooled blast-furnace slag, reasonably uniform in density and quality, and free from dirt and other objectionable matter. When tested in accordance with AASHTO T 19 and when standard sizes are combined in the proportions used in the job mix formula, the slag shall not weigh less than 70 lb. per cu. ft. (1 Mg per cubic meter) when used in Portland cement concrete or hot-laid bituminous concrete surface courses, and not less than 60 lb. per cu. ft. (960 kg per cubic meter) when used in other applications. Blast furnace slag shall meet the requirements of 703.1.2 and 703.1.4. In addition to air cooled blast furnace slag, other slags which meet the applicable physical requirements may be used with the approval of the Engineer. All other slag shall meet the requirements of 703.1.2, 703.1.3 and 703.1.4.

703.3.1-Steel Slag: Steel slag, from the production of steel, includes open hearth, electric furnace, and basic oxygen furnace slag. Steel slag is differentiated from air cooled blast-furnace slag which is from the production of iron.

For items where steel slag is used, it must be crushed to its intended item gradation, maintained in a constant wet condition for a period of at least 6 months, and must be rendered sufficiently inert to minimize potential

expansion and the discharge of deleterious effluent. The aging period shall begin at the completion of stockpiling and shall be strictly monitored by the supplier. The stockpile shall be isolated with no additional material being added during the aging period. Should additional material be added, the aging period shall start over from the date of the addition. When aging, stockpiles should be kept at a maximum height of 10 feet to allow adequate moisture penetration throughout the pile.

To evaluate the effectiveness of the aging process expansion tests shall be conducted at the end of the 6-month aging period. The selection of samples for expansion testing shall be on a stratified random basis vertically with at least one sample from each top one-third, middle one-third, and bottom one-third of the stockpile. Samples shall be obtained in accordance with MP 700.00.06, *Aggregate Sampling Procedures*. Expansion values shall not be greater than 0.50 percent at seven days when tested in accordance with applicable portions of ASTM D4792. If one or more of the samples do not meet the 0.50 percent expansion limit after the 6 month aging period, the stockpile shall be kept moist and aged an additional two months, after which expansion tests shall again be conducted in the manner described above. This process shall continue prior to use until the steel slag conforms to the expansion limit. When the stockpile has shown compliance to the expansion test requirements, it may be used in items as directed by the Engineer.

When steel slag is to be used in Hot-Mix Asphalt (HMA), the expansion tests shall be waived. Steel slag, when used in HMA, shall not exceed 50 percent by weight of the coarse fraction of the mix, and in no case shall steel slag be used as a coarse aggregate fraction and a fine aggregate fraction within a single mix.

When steel slag is to be used in items where thickness and quantities are limited and the slag is not confined, such as aggregate shoulders, road stabilization, snow and ice control, etc., the expansion tests may be waived as directed by the Engineer.

In addition to other requirements specified elsewhere in the Contract Documents, for the particular item, acceptance of the material shall be on the basis of the Division's evaluation of the supplier's written certification that the aforementioned aging, moisture, and expansion requirements (where applicable) have been accomplished, and that the level or degree of expansion exhibited meets the expansion criteria. The certification shall include all test data when applicable.

Steel slag shall not be used in any item where expansion might be detrimental. Such items include, but not necessarily limited to, the following: aggregate for Portland Cement concrete, backfill around drainage structures, piers, abutments, walls, etc.

703.3.1.1-Wearing III (Sand Mix): When fine aggregate steel slag is used in a sand mix all the requirements specified in Section 703.3.1 for coarse aggregate steel slag when used in HMA shall apply with the following exceptions: fine aggregate steel slag shall meet the quality requirements of 702.1.2 and 702.1.3, and shall not exceed 25 percent by weight of the total fine aggregate used in the mix.

703.3.2-Electrometallurgical Slag: Electrometallurgical slag is from the production of metal alloys as differentiated from the production of steel. Electrometallurgical slag may not be used as a Portland cement concrete aggregate.

When electrometallurgical slag is used as an aggregate in bituminous construction and payment is on a tonnage (megagram) basis, proper allowance will be made for the difference in weight per cubic foot (meter).

703.3.3-Power Plant Slag: Power plant slag consists of Wet Bottom Boiler Slag (shiny, black, glassy material) formed when molten ash from the burning of coal drops into water and shatters at the bottom of the boiler, and Bottom Ash formed when ash particles from the burning of pulverized coal is allowed to air cool at the bottom of the furnace. Power plant slag may not be used as a Portland cement concrete aggregate.

703.4-GRADING OF COARSE AGGREGATES:

Coarse aggregate shall be uniformly graded to conform to the requirements of Table 703.4. The gradation of coarse aggregates in the production of concrete shall be controlled by the $\bar{A}$ value as specified in 501.3 and 601.3. In addition, coarse aggregates to be used in Portland cement concrete shall have no more than one percent by weight passing the No. 200 (75 μ m) sieve except that this percentage may be increased to 1.5 in the case of crushed aggregate if the material finer than the No. 200 (75 μ m) sieve consists of the dust of fracture, essentially free from clay or shale. The gradation shall be determined in accordance with AASHTO T 27 and T 11.

When the coarse aggregate is to be used in Portland cement concrete, larger percentages passing the No. 200 (75 μ m) sieve in the coarse aggregate fraction will be permitted if the percent passing the No. 200 (75 μ m) sieve in the fine aggregate fraction (702.1) is less than the specified maximum. In no event, however, shall the percent passing the No. 200 (75 μ m) sieve in the total concrete aggregate be greater than an amount which would exist if both aggregate fractions contained their specified maximum percentage passing the No. 200 (75 μ m) sieve.

Table 703.4 shows the gradations for coarse aggregates required by AASHTO M 43 (Note that the specification current at the time of advertisement of bid shall govern).

703.5-LIGHTWEIGHT COARSE AGGREGATE FOR STRUCTURAL CONCRETE:

Lightweight coarse aggregate for structural concrete shall meet the requirements of ASTM C 330.

TABLE 703.4-STANDARD SIZES OF COARSE AGGREGATES (AASHTO M 43)												
		Amounts finer than each laboratory sieve (square openings), percentage by weight										
Size #	Nominal size square openings Ø	4 (100)	3-½ (90)	3 (75)	2-½ (63)	2 (50)	1-½ (37.5)	1 (25)	¾ (19)	½ (12.5)	3/8 (9.5)	No.4 (4.75)
1	3-½ to 1-½ (90 to 37.5)	100	90 to 100		25 to 60		0 to 15		0 to 5			
2	2-½ to 1-½ (63 to 37.5)			100	90 to 100	35 to 70	0 to 15		0 to 5			
24	2-½ to ¾ (63 to 19.0)			100	90 to 100		25 to 60		0 to 10	0 to 5		
3	2 to 1 (50 to 25.0)				100	90 to 100	35 to 70	0 to 15		0 to 5		
357	2 to No. 4 (50 to 4.75)				100	95 to 100		35 to 70		10 to 30		0 to 5
4	1-½ to ¾ (37.5 19.0)					100	90 to 100	20 to 55	0 to 15		0 to 5	
467	1-½ to No. 4 (37.5 to 4.75)					100	95 to 100		35 to 70		10 to 30	0 to 5
5	1 to ½ (25.0 to 12.5)						100	90 to 100	20 to 55	0 to 10	0 to 5	
56	1 to 3/8 (25.0 to 9.5)						100	90 to 100	40 to 85	10 to 40	0 to 15	0 to 5
Size #	Nominal size square openings Ø	1-½ (37.5)	1 (25)	¾ (19)	½ (12.5)	3/8 (9.5)	No.4 (4.75)	No.8 (2.36)	No.16 (1.18)	No.50 (300 µm)	No.100 (150 µm)	
57	1 to No. 4 (25.0 to 4.75)	100	95 to 100		25 to 60		0 to 10	0 to 5				
6	¾ to 3/8 (19 to 9.5)		100	90 to 100	20 to 55	0 to 15	0 to 5					
67	¾ to No. 4 (19 to 4.75)		100	90 to 100		20 to 55	0 to 10	0 to 5				
68	¾ to No. 8 (19 to 2.36)		100	90 to 100		30 to 65	5 to 25	0 to 10	0 to 5			
7	½ to No. 4 (12.5 to 4.75)			100	90 to 100	40 to 70	0 to 15	0 to 5				
78	½ to No. 8 (12.5 to 2.36)			100	90 to 100	40 to 75	5 to 25	0 to 10	0 to 5			
8	3/8 to No. 8 (9.5 to 2.36)				100	85 to 100	10 to 30	0 to 10	0 to 5			
89	3/8 to No. 16 (9.5 to 1.18)				100	90 to 100	20 to 55	5 to 30	0 to 10	0 to 5		
9	No. 4 to No. 16 (4.75 to 1.18)					100	85 to 100	10 to 40	0 to 10	0 to 5		
10	No. 4 to 0 ⊙ (4.75 to 0)					100	85 to 100				10 to 30	

Ø In inches (millimeters), except where otherwise indicated. Numbered sieves are those of the United States Standard Sieve Series.

⊙ Screenings

SECTION 704

STONE AND CRUSHED AGGREGATE

704.1-STONE FOR MASONRY:

Stone for coursed masonry shall be tough, sound and durable, resistant to weathering action, reasonably fine grained, uniform in color, and free from seams, cracks, pyrite inclusions or other structural defects. The stone shall have a compressive strength of not less than 5,000 psi (34.5 MPa). Stone shall be of such character that it can be truly wrought to such lines and surfaces as may be required.

704.2-STONE FOR RIPRAP:

Stone of riprap shall consist of field stone or rough unhewn quarry stone as nearly rectangular in section as is practicable. The material shall have a maximum weighted loss of 30 percent when subjected to five cycles of sodium sulfate soundness test, MP 703.00.22.

704.3-STONE FOR GABIONS:

Material for gabions shall consist of rock, field stone, unhewn quarry stone or river bed stone. The dimensions of the rock or stone fillings shall be such as to prevent loss of material through mesh openings and accomplish a mass with a minimum amount of voids. The material shall have a maximum weighted loss of 30 percent when subjected to five cycles of sodium sulfate soundness test, MP 703.00.22.

704.4-DUMPED ROCK GUTTER:

The material for dumped rock gutter shall be rock containing a combined total of not more than 15 percent other suitable material, as determined by visual inspection.

Visual inspection shall be used to determine that the rock will conform to the following weight requirements:

Thickness of Gutter Feet (mm)	70 Percent of the Weight of Material Shall Consist of Stones Weighing Between the Following Limits:
1 (300 mm)	50-100 lb. (20-45 kg)
1.5 (450 mm)	60-150 lb. (25-70 kg)
2.0 (600 mm)	75-200 lb. (30-90 kg)
2.5 (750 mm)	100-250 (45-115 kg)

704.5-SPECIAL ROCK FILL:

Special rock fill shall be limestone or sandstone having a maximum weighted loss of 30 percent when subjected to five cycles of sodium sulfate soundness test, MP 703.00.22. Metallurgical slag or broken concrete, from a source approved by the Engineer, may be furnished.

The rock shall have the dimensions in accordance with the Contract Documents. Thin Slab-like pieces shall not be used.

704.6-AGGREGATE FOR BASE OR SUBBASE COURSE:

704.6.1-General: The material shall consist of gravel, crushed gravel, crushed stone, crushed slag, or any combination of these materials uniformly blended to conform to the requirements of 704.6.2, with the following exception: Los Angeles abrasion is not required for blast furnace slag. Natural or manufactured sand may be used as a component of the blend. Crushed slag shall meet the requirements of 703.3 with the exception of the third and fifth sentences. When gravel is to be used in stabilized (treated) base or subbase construction, it need not be crushed. When used in an unstabilized base or subbase construction, the gravel shall be crushed as specified.

When the Contractor elects to blend materials, each component of the blend shall meet the quality requirements of 704.6.2. Blade or road mixing will not be allowed.

When shoulders are specified, natural sand may not be used as a shoulder component.

704.6.2-Gradation, Quality, and Crushed Particle Requirements:

Material shall be sampled in accordance with MP 700.00.06, Aggregate Sampling Procedures.

When gravel is used in an unstabilized condition and in combination with other types of aggregate, it shall produce a combined material having a minimum of 80 percent one-face fracture as determined by weight of particles retained on the No. 4 (4.75 mm) sieve. When gravel is used in an unstabilized condition and alone, it shall have a minimum of 80 percent one-face fracture as determined by weight of particles retained on the No. 4 (4.75 mm) sieve.

704.6.3-Sampling, Testing and Acceptance Procedure: Material shall be sampled in accordance with MP 700.00.06 Aggregate Sampling procedures. Frequency of sampling and testing and plotting of gradation test data will be in accordance with established Division procedures.

Material failing to comply with the Specification requirements when sampled, tested, and evaluated in accordance with the above Division procedures shall be removed and replaced at the Contractor's expense, or, at the option of the Engineer, may be left in place with reduced payment.

TABLE 704.6.2A—GRADATION REQUIREMENTS

Gradation Amounts Finer Than Each Laboratory Sieve (Square Openings), % By Weight										
Aggr. class	8" (200)	2½" (63)	2" (50)	1½" (37.5)	1" (25)	¾" (19)	#4 (4.75)	#40 (425 µm)	#100 (150 µm)	#200 (75 µm)
1				100		50-90	20-50	5-20		0-7.0
2				100		80-100	35-75	10-30		0-10.0
3				100		50-90	20-50	5-20		4.0-12.0
4				100		50-95	20-60	5-35		
5			100				30-90			0-25.0
6				100		50-100	25-70	10-45	3-28	
7	90-100		0-5	with intermediate sizes between 6" (150 mm) and 4" (100 mm) represented						
8				100		80-100	35-75	10-40		4.0-14.0
9		100		80-95		50-70	20-40			0-8.0
10 *					100	70-100	30-75	8-40		4.0-20.0

* Crusher Run Material Only

TABLE 704.6.2B—QUALITY REQUIREMENTS

Aggr. class	Los Angeles Abrasion, Percent Max.	Sodium Sulfate Soundness, Percent Max.	Liquid Limit Max.	Plasticity Index Max.	Deleterious Material, Percent Max.
1	50	12	25	6	5
2	50	12	25	6	5
3	50	12	25	6	5
4	Note 1		25	6	5
5			25	6	5
6			25	6	5
7		30			10 (by visual observation)
8	50	12	25	6	5
9	50	12	25	6	5
10	50	12	25	6	5

Note 1: The Los Angeles Abrasion value of aggregate comprising the base course shall be treated in the manner hereinafter set forth to determine the specification requirement for the item:

STABILIZATION REQUIREMENTS

Los Angeles Abrasion Value Assigned to the Base Course Aggregate	LA ≤ 50	None
	50 < LA ≤ 65	Top 4 inches (100 mm)
	65 < LA ≤ 80	Top 6 inches (150 mm)
	80 < LA	Top 8 inches (200 mm)

Stabilization shall be accomplished with bituminous material or Portland cement in accordance with the applicable sections of these

Specifications. When the depth indicated above exceeds the Plan depth for the item, the depth to be stabilized shall be the Plan depth. In the event the Contractor elects to stabilize the material, no separate payment will be made for the cost of such stabilization.

If aggregates are blended to produce the base course material, the Los Angeles Abrasion Value used to determine the stabilization requirements shall be the highest value obtained from testing the individual components of the blend.

704.6.4-Test Methods:

Los Angeles Abrasion	AASHTO T 96, ASTM 535
Soundness (Sodium Sulphate, 5 cycles)	MP 703.00.22
Liquid Limit	AASHTO T 89
Plasticity Index	AASHTO T 90
Deleterious Materials	ASTM C 295, MP 703.01.20, MP 702.01.20, MP 703.00.27
Gradation	AASHTO T 11 and T 27

704.7-FILTER MATERIAL:

Filter material shall consist of sand, other approved inert material, or a combination thereof, having hard, strong, durable particles. The material shall contain not more than a total of five percent coal, clay lumps, shale, soft fragments, organic matter, and other local deleterious substances.

The material shall conform to the following gradation:

U.S. Standard Sieve Size	Percent Passing, by Weight
2 in. (50 mm)	100
No. 4 (4.75 µm)	65-100
No. 40 (4.25 µm)	25-50
No. 200 (75 µm)	0-25

704.8-SHOT ROCK:

Shot rock shall be limestone, sandstone, or other inorganic material acceptable to the Division, having dimensions similar to that which exists after final blasting at the quarry site and prior to crushing. It shall contain material that would generally be retained on a 6 inch (150 mm) sieve, and not larger than that which could be tailgated from a single axle 8 to 10 ton (7 to 9 Mg) dump truck. In addition, some 10 inch to 12 inch (250 to 300 mm) material shall be represented as an intermediate size. Shot rock shall have a maximum weighted loss of 30 percent when subjected to five cycles of the Sodium Sulfate Soundness test, MP 703.00.22.

Acceptance for gradation shall be on the basis of a letter of certification from the Producer verifying that the sizes specified are represented.

SECTION 716

EMBANKMENT AND SUBGRADE MATERIAL

716.1-GENERAL:

Material for embankment shall be suitable soil, granular material, shale, rock, random material, or borrow material. The material shall have dimension limitations in accordance with the contract documents.

Material for subgrade shall be granular material free of particles larger than 3 inches (75 mm).

716.1.1-Random Material: Random material shall be considered as a mixture of any or all of soil, granular material, or soft shale as described which are permitted by the Engineer to be used in embankment. These are materials that can be incorporated in a 6 inch (150 mm) compacted layer.

716.1.1.1-Soil: Soil material shall be considered as layers or deposits of disintegrated rock, lying on or near the surface of the earth; which has resulted from natural processes, such as weathering, decay or chemical action or a combination of these processes. Material shall be considered as soil when more than 25 percent by weight of the grains or particles pass the No. 200 (75 μ m) sieve.

716.1.1.2-Granular Material: Granular material shall be considered as natural or synthetic mineral aggregate, such as broken or crushed rock, gravel, sand, or slag. Shale or fly ash shall not be considered granular material. Granular material shall have not more than 25 percent by weight of grains or particles passing the No. 200 (75 μ m) sieve and the plasticity index shall not be more than 6. Granular material shall not have more than 25 percent by weight of grains or particles passing the No. 200 (75 μ m) sieve (determined by AASHTO T-27) and the Plasticity Index shall not be more than 6 (determined by AASHTO T-90). The contractor's gradation data shall be evaluated in accordance with applicable sections of Section 307 except that Table 704.6.2 shall not apply. Gradation limits shall be in accordance with Table 703.4.

716.1.1.3-Soft Shale: Shale shall be considered as a fine grained indurated, detrital material formed by consolidation (normally by compression or cementations or both) of clay, or silt, or clay and silt. Shale as defined may also have some fine sand. Shale is either characterized in the in situ condition as a stratified or massive structure. Shales which break down under three complete coverages with a steel drum roller, meeting the following requirements, shall be classified as soft shale to be placed as specified in 207.7.3.2.1. Smooth drum rollers shall provide a minimum compression of 500 pounds per linear inch (3.45 KN/mm) of roller drum and drum rollers with tamping feet shall provide a minimum compression of 500 pounds per square inch (3.45 KN/mm²) of tamping foot contact. The contractor shall provide the roller or rollers and any other necessary equipment for this test without additional compensation.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
CONTRACT ADMINISTRATION DIVISION

MATERIALS PROCEDURE

PROCEDURAL GUIDELINES FOR MAINTAINING CONTROL CHARTS
FOR AGGREGATE GRADATIONS

- 1.0 PURPOSE
 - 1.1 To provide a standard method for developing and maintaining control charts to evaluate the grading characteristics of mineral aggregates.
- 2.0 SCOPE
 - 2.1 Control charts shall be maintained where specified for sized aggregates, for bases and sub-bases, aggregates for Portland Cement and hot-mix asphalt, etc.
- 3.0 INTENT
 - 3.1 It is the intent to have the procedure outlined hereinafter used in instances in which it can be reasonably and logically applied. The applicability of the procedure will normally depend on circumstances such as the number of samples, the continuity of delivery, etc. The moving average may not necessarily be continuous for the entire project. A new moving average series may be started after periods of inactivity, changes in materials or processes, change in job mix formula, resuming operations after correcting deficiencies, etc.
- 4.0 GENERAL
 - 4.1 Paper Charts
 - 4.1.1 Control charts should be prepared on 10 x 10 cross section paper approximately 25 inches wide. A chart length of approximately 30 inches should be displayed at all times. When standard cross section sheets are used, the most recent sheet must be displayed and all the previous sheets placed chronologically in a holder.

- 4.1.2 The item number and/or description of the material should be noted on the top of the chart and visible at all times.
- 4.1.3 Control charts will be maintained at the project office or at the testing site where applicable.
- 4.1.4 Scale - The control chart should have a vertical scale of one division equal to one percentage point (or one inch equal to 10 percent), except in the following cases: (a) a vertical scale of two divisions equal to one percentage point (or one inch equals five percent) should be used for any sieve which has a specification tolerance range less than ten percent, and (b) in the case of coarse aggregates used in Portland Cement concrete, a vertical scale of one division equal to 0.1 percentage point (or one inch equal to one percent) should be used for the #200 sieve.
- 4.1.5 On the horizontal scale the test values will be plotted on the heavy, vertical lines (one inch apart), progressing from the left to the right.
- 4.1.6 General Arrangement - Control charts are to be arranged on the cross section paper in the manner described below; an example of the arrangement is shown on Attachment I. [Note on the attachment the 10 X 10 squares are "stretched" vertically to allow the graph to fit the 8 1/2 by 11 paper]
- 4.1.7 The largest sieve size will be located toward the top of the chart and the smallest sieve size toward the bottom of the chart. The spacing between the lower limit of one sieve and the upper limit of the adjacent sieve should be a minimum of one inch.
- 4.1.8 The vertical scale for each sieve will be arranged so that the heavy lines will have a value of zero or a value which is a multiple of five. For instance, zero, five, ten, fifteen, etc.
- 4.1.9 Lines corresponding to the upper and lower limits of the specification will be drawn in red (pen or pencil) across the graph. At the beginning and end of each sheet (or length of the displayed portion) a vertical red line will be drawn between the specification limits of each sieve, an arrow will be placed at the end of each vertical line. The specification limits will be indicated above and below the arrows, and the sieve size and scale will be indicated between the limits on the outside of the displayed portion of the chart.

- 4.1.10 Inside the solid red lines, that define the specification limits, two green dashed lines will be drawn. (Note exception in Section 4.1.11). These lines will be located parallel to the specification lines and at a distance from each specification line equal to approximately twenty (20) percent of the specification range. The band (area) between the green dashed lines and the specification line will be known as the caution band. This band may be shaded a light yellow or amber to symbolize the caution which the contractor should exercise to prevent the quality of his/her work from going outside the specification limits.
- 4.1.11 For screens specifying only 100 percent passing, plotting of caution band is not applicable. Also when the lower specification limit is zero, plotting of the lower caution band is not necessary.
- 4.1.12 Plotting of Test Data - Individual test values will be plotted with a blue color pen, or pencil, using the symbol O. [For paper charts the circle should be approximately 1/10 (0.1) inch in diameter]
- 4.1.13 Averages of consecutive test values will be plotted with a red color pen, or pencil, using the symbol $\square$. [For paper charts the square should be approximately 1/10 (0.1) inch on either side]
- 4.2 Computer Generated Charts
- 4.2.1 Computer generated charts using any standard variable control charting program may be used that allow hand plotting or computer plotting of the individual data and in a sequence that displays the applicable sieve sizes vertically from largest sieve size at the top of the display to smallest sieve size toward the bottom of the display in the least number of pages as practical when printed. The screen display should show horizontally on any given sieve at least eight potential data areas.
- 4.2.2 The item number and/or description of the material should be noted on the top of the chart and visible at all times.
- 4.2.3 Control charts will be maintained at the project office or at the testing site where applicable. These charts must be kept current, printed daily when applicable, and prominently displayed vertically in the specified sieve sequence (from largest sieve to smallest sieve). When printed, the most recent sheet(s) should be displayed and the previous sheets shall be placed chronologically in a holder.

- 4.2.4 Scale - To the extent possible, the control chart should have a vertical scale which visualizes the differences in tolerances limits between the specified sieves.
- 4.2.5 On the horizontal scale the test values should be plotted on heavy, vertical lines, progressing from the left to the right.
- 4.2.6 General Arrangement - Control charts are to be arranged on the computer screen (and when printed and displayed) in the manner described hereinafter.
- 4.2.7 The largest sieve size will be located toward the top of the chart and the smallest sieve size toward the bottom of the chart. The spacing between the lower limit of one sieve and the upper limit of the bordering sieve should be such that a clear demarcation between sieves is provided.
- 4.2.8 The vertical scale for each sieve will be arranged so that the heavy lines will have a value of zero or a value which is a multiple of five. For instance zero, five, ten, fifteen, etc.
- 4.2.9 General construction of the control chart should be the same as described in Sections 4.1.9 through 4.1.13 as applicable.
- 5.0 PLOTTING TEST DATA
- 5.1 Symbols and Color Code
- 5.1.1 Individual test values will be plotted in a blue color using the symbol described in Section 4.1.12.
- 5.1.2 Averages of consecutive test values will be plotted with a red color using the symbol described in Section 4.1.13.
- 5.2 Individual Test Values and Moving Average
- 5.2.1 Test values will be rounded to the nearest whole percentage point and plotted, except the No. 200 sieve will be rounded to the nearest one tenth (0.1) percentage point then plotted.
- 5.2.2 The average at the start of the job begins with the second sample result. This average will be plotted on the appropriate line on the control chart. Likewise the average is continued for the third through forth result, averaging all previous results and plotting each of these averages on the appropriate line on the control chart. The moving average will be considered to be the average of five

consecutive test values and is determined by starting with the fifth test value and averaging it with the four preceding test values. Thereafter only the last consecutive five sample result will be averaged, i.e., second test value through sixth test value, third test value through seventh test value, and so forth. All averages will be plotted on the control chart in the manner described in Section 4.1.13 and rounded in the manner described in Section 5.2.1.

- 5.2.3 As successive symbols are plotted across the control chart, from left to right, the blue symbol O (individual value) will be connected with a dashed blue line as depicted in Attachment 1, and the red symbols □ will be connected with a solid red line as depicted in Attachment 1.
- 5.2.4 All additional samples, if taken, will be plotted on successive heavy vertical lines and treated in the same manner as above.
- 5.2.5 At the bottom of the cross section paper, or below the last (smallest) represented sieve size printed from the computer, and immediately left of the vertical line on which test data is plotted, the following information will be written:
- 1) The laboratory number assigned to the test.
 - 2) The initials of the person plotting the test data.
 - 2) The date the sample was taken.
- 6.0 INDIVIDUAL OR MOVING AVERAGE TEST VALUES OUTSIDE THE SPECIFICATIONS
- 6.1 Individual Test Values
- 6.1.1 When the individual test value on a sieve is outside the specification limits, or differs markedly from those preceding it, the Project Engineer/Supervisor and the contractor will be promptly advised. The contractor will immediately take any steps that may be necessary to bring the production under control.
- 6.2 Moving Average
- 6.2.1 When an average value of consecutive tests falls in the caution zone the contractor will be advised that the material is, or is becoming, borderline, and the following notation will be made in the plant or project diary:

"Contractor advised that _____ material is borderline". (Write item number for base course or aggregate size and item number for other material in the blank space).

6.3 Material Outside Specification Limits

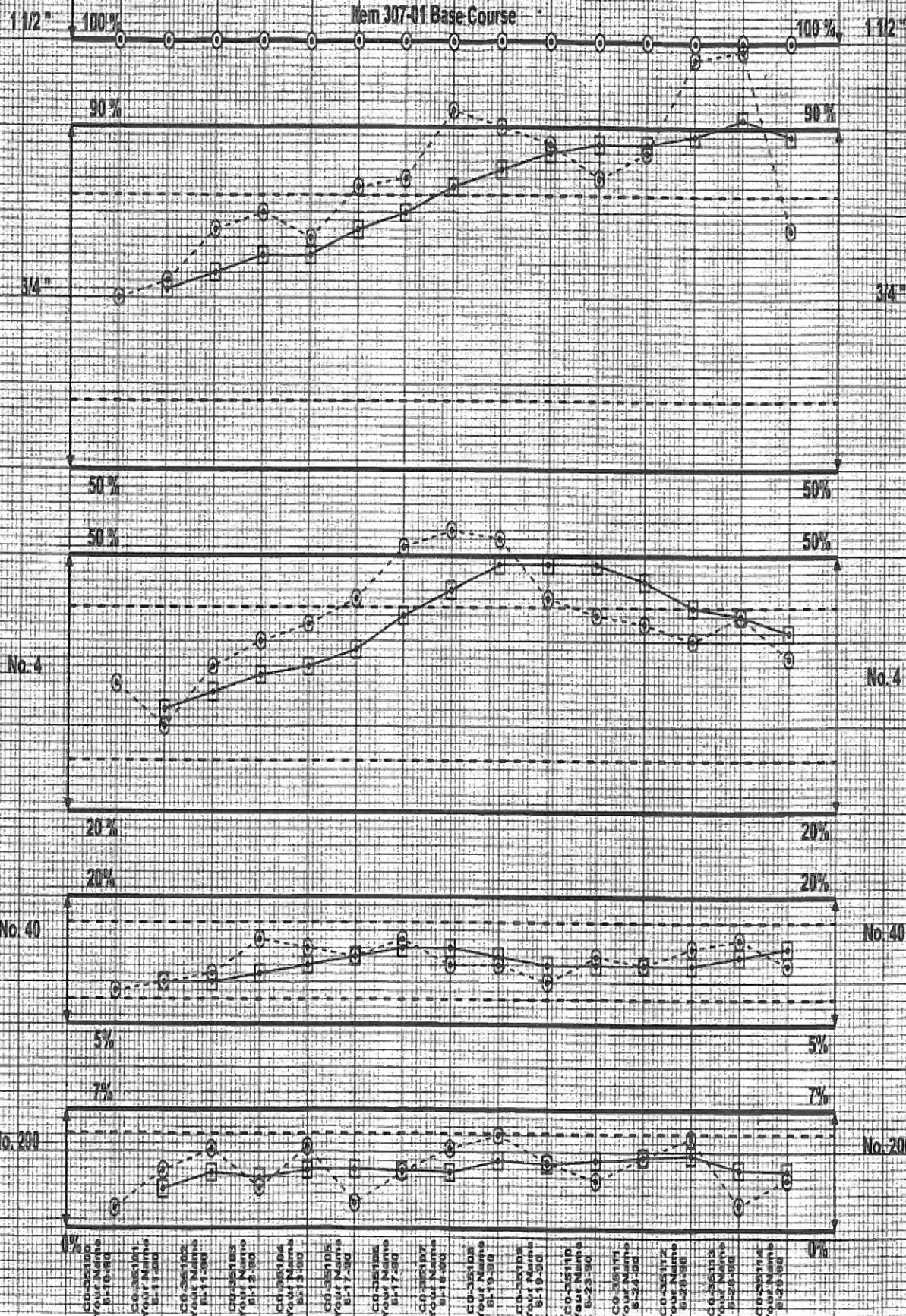
- 6.3.1 When three consecutive individual test values are outside the specification limits or when an average of consecutive tests falls outside the specification limits the contractor will be promptly advised that the material is non-conforming, and the contractor will immediately take any necessary steps to correct the deficiencies. When an average falls outside of the specification limits and the two immediately following individual test values are also outside the specification limits, operations will be discontinued until the contractor gives reasonable assurance that the deficiency has been corrected. After the contractor has taken significant steps to correct the deficiency the next individual sample that meets the specifications after production is resumed will be used to start a new average.
-


Barney C. Stinnett, Acting Director
Materials Control, Soils and Testing
Division

BCS:bk

Attachment

ATTACHMENT 1

Control Chart
Item 307-01 Base Course

MP 700.00.22
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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
MATERIALS CONTROL, SOILS AND TESTING DIVISION

MATERIALS PROCEDURE

PROCEDURE FOR DETERMINING AN ADJUSTED PAY QUANTITY
RESULTING FROM EXCESS MOISTURE IN AGGREGATES

1.0 PURPOSE

- 1.1 To provide a method to determine adjusted pay quantity to be used in those cases where excess moisture in aggregate has been confirmed. In this method, the pay quantity will be considered to be the net weight of the aggregate determined in Megagrams delivered.

2.0 SCOPE

- 2.1 This procedure is applicable to aggregate furnished under Maintenance Purchasing Requisitions.

3.0 DEFINITION OF TERMS

- 3.1 Normal Moisture Content - the moisture content (on the basis of ASTM Method C-566) of stocked aggregate as it would generally exist under field conditions over an extended period of time.

4.0 PROCEDURE

- 4.1 In the event it has been determined by ASTM Method C-566 that an aggregate type has a moisture content in excess of that which is listed and designated as "Normal Moisture Content" for that type in Table 1, the pay quantity represented shall be adjusted in accordance with 4.2.

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TABLE 1
 NORMAL MOISTURE CONTENT
 MOISTURE PERCENTAGE

TYPE	CLASS 1 & 2	GRADED**	FINE
Limestone	5.0	1.0	5.0
Gravel	3.5	1.0	
Sand			5.0
Sandstone	5.0	1.0	5.0
Slag*	6.0	2.1	7.0
Cinders			10.0
Boiler Slag			10.0
Steel Stag	4.0	1.0	5.0

*Blast Burnace Slag

**AASHTO Sizes No. 1 through No. 9, Class 7 Gabions and
 Shot Rock

4.2

The adjusted pay quantity shall be calculated by comparing the normal moisture content with the actual moisture content.

The adjusted pay quantity calculation would be:

$$APQ = \text{Megagrams} \frac{(1 + M_N)}{(1 + M_a)}$$

Where : APQ = Adjusted pay quantity

Megagrams = Net weight delivered

$$M_a = \frac{\text{Actual Moisture Content}}{100}$$

$$M_N = \frac{\text{Normal Moisture Content}}{100}$$

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4.3 Example

Net weight of graded limestone delivered = 13.6 Megagrams

Actual moisture content = 3 percent

Normal moisture content = 1 percent

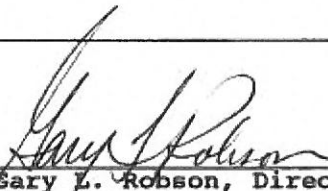
$$APQ = 13.6 \frac{(1 + .01)}{(1 + .03)}$$

$$APQ = \frac{13.6 (1.01)}{1.03}$$

$$APQ = \frac{13.736}{1.03}$$

$$APQ = 13.3 \text{ Mg}$$

In this case the adjusted pay quantity would be 13.3 Megagrams instead of the 13.6 Megagrams.



Gary L. Robson, Director
Materials Control, Soils
and Testing Division

GLR:w

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
MATERIALS CONTROL, SOILS AND TESTING DIVISION

MATERIALS PROCEDURE

GUIDE FOR QUALITY CONTROL AND ACCEPTANCE PLANS FOR
PURCHASE ORDER CONTRACTS FOR STONE AND AGGREGATE

1.0 PURPOSE

- 1.1 Testing of highway construction materials has traditionally been a two phased activity; that is, that done by industry in their Quality Control Program and that done by the purchaser to determine the acceptability of the material. In Purchase Order contracts for stone and aggregate, the vendor (whether or not he or she is actually the producer) is by positive statement in the contract specifications responsible for the gradation of all items except abrasives; and the Division of Highways, as purchaser, is responsible for material acceptance. The purpose of this Materials Procedure is to present guideline for adequate Quality Control and Acceptance Plans.

2.0 QUALITY CONTROL PLAN

- 2.1 A quality Control Plan shall be prepared by the vendor and submitted to the Division prior to delivery of any material. The Plan shall clearly describe the methods by which the Quality Control Program will be conducted. As a minimum, the Quality Control Plan should include the following:
- 2.1.1 Name of company official responsible for Quality Control, and name and qualifications of technician conducting the tests.
- 2.1.2 Listing of items to be controlled and tests to be performed. Each item should be listed separately.
- 2.1.3 The Plan should detail the vendor's proposed sampling location, sampling and testing procedure and testing frequency. In the event the vendor is not the producer, sampling location, sampling and testing

procedure and test frequency proposed by the producer shall be included.

2.1.4 The Documentation Plan: The methods by which the vendor will document and distribute test results shall be described:

2.1.4.1 Forms and Distribution: All forms used to record the vendor's test data shall be approved prior to use by the Division. Gradation test data will be recorded on Form T300 in the manner intended. In the event the vendor elects to use a form other than T300 said form must be approved by the Division prior to use. The laboratory number (supplied by the Division) assigned to the vendor's test data document will always begin with a "C" for all quality control sample results. In the event the vendor is not the producer, the vendor shall provide the completed test data forms provided by the producer, and in the proper sequence (consecutive tests) including quantities thereof. All test data forms shall include the vendor's (and/or the producer's) identification and be legibly signed by the technician that conducted the test. A copy of all forms shall be delivered by the vendor to the Division. Tests results must be delivered as they are finished to assure that all the results for material delivered are completed and distributed by the fulfillment of the State Contract Purchase Order (SCO).

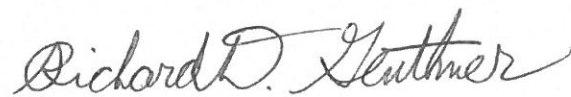
2.1.5 A detailed plan of action regarding the disposition of non-specification material: Such a plan shall provide for immediate notification of all parties involved in the event failing material is detected.

3.0 ACCEPTANCE PLAN

3.1 The contract specification states the vendor is responsible for providing test results to the gradation of the materials delivered (except abrasives); acceptance may be on the basis of these test results, provided and certified by the vendor. Acceptance may also be accomplished by an independent sampling and testing program conducted by the Division and at the appropriate sampling frequency given in the contract specifications, or a combination of both the vendor's test results and the Division's test results. In this case (combination acceptance), the Divisions independent samples and tests may be directly compared to the vendor's results only if all sampling locations and testing procedures are the same.

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- 3.2 Sampling and testing for quality (LA, soundness, etc.) of all items is the responsibility of the Division.



Richard D. Genthner, Director
Materials Control, Soils & Testing Division

RDG:rk

MP 700.00.52
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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
MATERIALS CONTROL, SOILS AND TESTING DIVISION

MATERIALS PROCEDURE

GUIDE FOR SOURCE RATING SYSTEM RELATIVE TO MAINTENANCE CONTRACTS

- 1.0 PURPOSE
 - 1.1 To set forth a standard method of source rating that will directly influence sampling and testing frequency requirements.
- 2.0 SCOPE
 - 2.1 This procedure will apply only to aggregate and bituminous concrete sources when supplying material for Division pickup relative to Maintenance Contracts.
- 3.0 GENERAL COMMENTS
 - 3.1 The capability to perform a sustained level of Quality Control in most producer plants has been established. In this regard, it is desirable to pursue a Quality Assurance Program that recognizes this level of Quality Control.
- 4.0 DEFINITIONS
 - 4.1 A-1 Source
 - 4.1.1 This source must have at least 20 pieces of data (on any combination of items) within one year preceding evaluation date, and have a compliance rating (based on the most recent 20 pieces of data) of at least 90%.
 - 4.1.2 The sampling and testing frequency shall be one sample per each week of shipment per item.

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4.2 A-2 Source

4.2.1 All production plants within the scope of this procedure that do not satisfy the requirements of 4.1.1.

4.2.2 The sampling and testing frequency shall be as per current specifications.

5.0 EVALUATION GUIDELINES

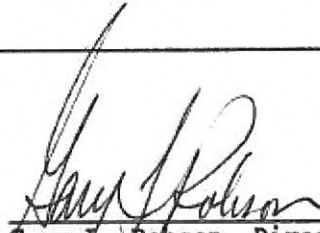
5.1 The evaluation of the level of Quality Control established by each plant will be performed and maintained current by Materials Control, Soils and Testing Division. Evaluation will be monthly and will be based on the availability of data and its compliance to controlling limits of acceptability.

5.2 Two lists will be generated each month:

5.2.1 Aggregate suppliers designated A-1

5.2.2 Bituminous suppliers designated A-1

5.3 Distribution of the lists will be made to the District Materials Sections. Further distribution will be as necessitated.



Gary L. Robson, Director
Materials Control, Soils
and Testing Division

GLR:d



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

Earl Ray Tomblin
Governor

Paul A. Mattox, Jr., P. E.
Secretary of Transportation/
Commissioner of Highways

November 19, 2013

MEMORANDUM

TO: ALL DISTRICT MATERIALS SUPERVISORS

FROM: DM *P-7*

**SUBJECT: APPROVED LIST FOR COMMERCIAL AGGREGATE SOURCES AND
LIST FOR POTENTIAL SKID RESISTANT SOURCES**

Attached are the approved "List of Commercial Sources" and "List of Potential Skid Resistant Sources" for aggregate, effective November 8, 2013.

These lists are updated every three months and subject to change with addenda as needed.

Should you require additional information, please contact Mr. James Valleau at (304) 558-9877.

ACG:Mvs

Attachments

cc: DM – Dave Matics, Roy Capper, Mike Mance, Greg Bradford,
James Valleau, Steve Collins, Dan Brayack
DC – Debbie Holliday

LIST OF COMMERCIAL SOURCES
EFFECTIVE: November 8, 2013
ATTENTION: ALL DISTRICTS

**LIST OF SOURCES CHECKED UNDER ARTICLE 703.2 OF THE 2002 CONSTRUCTION MANUAL
 FOR QUALITY CONTROL OF COMMERCIAL SOURCES, NOTE 4.**

<u>SOURCE CODE</u>	<u>COMPANY</u>	<u>PRODUCING SITE</u>	<u>TYPE MATERIAL</u>	<u>REPORT NUMBER</u>
A298A	"AA" Quarry	Grayson, KY	C. Agg-Limestone F. Agg-Limestone	1427956 1427957
A010A	Aggregate Industries	La Plata, MD	F. Agg-Silica Sand	1430399
M226A	Aggregate Industries (Dolomite)	Millville, WV	C. Agg-Limestone F. Agg-Limestone	1430395 1430396
F011A	Allegany Aggregates	Short Gap, WV	C. Agg-Limestone F. Agg-Limestone	1430614 Note 1 1430615 Note 1
A007A	Allen, J. F.	Elkins, WV	C. Agg-Limestone F. Agg-Limestone	1429991 1429992
A007E	Allen, J. F. (Mashey Gap Quarry)	Elkins, WV	C. Agg-Limestone F. Agg-Limestone	1429988 1429989
B010A	Belpre Sand & Gravel	Little Hocking, OH	C. Agg- Gravel F. Agg-Silica Sand	1430732 Note 1 1430733 Note 1
G079A	Boxley Aggregates	Lewisburg, WV (Lewisburg Plant)	C. Agg-Limestone F. Agg-Limestone	1429983 1429990
B026A	Boxley Aggregates (Mill Point Plant)	Mill Point, WV	C. Agg-Limestone F. Agg-Limestone	1429979 1429980
B375A	Brushey Creek Stone	Olive Hill, KY	C. Agg-Limestone F. Agg-Limestone	1427464 1427465
B1660	Buckeye Stone	Blaney Hollow, WV	C. Agg-Limestone F. Agg-Limestone	1430259 1430260
D113A	Carmeuse Lime	Maysville, KY	C. Agg-Limestone F. Agg-Limestone	1430805 Note 1 1430806 Note 1
F093A	Carmeuse Lime (Chemstone)	Clearbrook, VA	C. Agg-Limestone F. Agg-Limestone	1430556 Note 1 1430567 Note 1

List of Commercial Sources
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<u>SOURCE CODE</u>	<u>COMPANY</u>	<u>PRODUCING SITE</u>	<u>TYPE MATERIAL</u>	<u>REPORT NUMBER</u>
C410A	Carmeuse Lime (Chemstone)	Strasburg, VA	C. Agg-Limestone F. Agg-Limestone	1430557 Note 1 1430566 Note 1
M027H	Cool Springs Stone Supply	Hopwood, PA	C. Agg-Limestone F. Agg-Limestone	1430269 1430270
J0280	Dillon, E. & Co.	Swords Creek, VA	C. Agg-Limestone F. Agg-Limestone	1430133 1430134
S172D	Fairfax Materials (Ours Quarry)	Arthur, WV	C. Agg-Limestone F. Agg-Limestone	1430618 Note 1 1430619 Note 1
F011C	Fairfax Materials (Scherr Quarry)	Scherr, WV	C. Agg-Limestone F. Agg-Limestone	1430616 Note 1 1430617 Note 1
G0120	Greer Industries	Greer, WV	C. Agg-Limestone F. Agg-Limestone	1430263 1430264
G012D	Greer Industries (Deckers Creek)	Greer, WV	C. Agg-Limestone F. Agg-Limestone	1430261 1430262
M2140	Greer Industries (Cheat River Lmst)	Rowlesburg, WV	C. Agg-Limestone F. Agg-Limestone	1430267 1430268
G012B	Greer Lime (Germany Valley)	Riverton, WV	C. Agg-Limestone F. Agg-Limestone	1430620 Note 1 1430621 Note 1
G175A	Grimes Sand & Gravel	New Matamoras, OH	F. Agg-Silica Sand	1430913 Note 1
D123A	Hanson Aggregates	New Kensington, PA	C. Agg-Gravel	1430257
M288A	Hilltop (Big Bend Quarry)	Battletown, KY	C. Agg-Limestone F. Agg-Limestone	1430807 Note 1 1430808 Note 1
H0550	Hilltop Basic Resources	Patriot, IN	C. Agg-Gravel F. Agg-Silica Sand	1430809 Note 1 1430810 Note 1
I0060	Inwood Quarry	Inwood, WV	C. Agg-Limestone F. Agg-Limestone	1430558 Note 1 1430565 Note 1

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<u>SOURCE CODE</u>	<u>COMPANY</u>	<u>PRODUCING SITE</u>	<u>TYPE MATERIAL</u>	<u>REPORT NUMBER</u>
L001A	Jaymar, Inc.	Reedsville, OH	C. Agg-Gravel F. Agg-Silica Sand	1427970 1427971
K113A	Aggregate Industries (Ennstone Lime)	Maysville, WV	C. Agg-Limestone F. Agg-Limestone	1430622 Note 1 1430623 Note 1
L096C	Laural Aggregates (Lake Lynn Quarry)	Lake Lynn, PA	C. Agg-Limestone F. Agg-Limestone	1430265 1430266
E006A	Letart Sand & Gravel	Gallipolis Ferry, WV	C. Agg-Gravel F. Agg-Silica Sand	1427972 1427973
V001A	Lucks Stone Co. (Goose Creek Plant)	Leesburg, VA	C. Agg-Diabase	1430397
L133A	Lucks Stone Co. (Leesburg Plant)	Leesburg, VA	C. Agg-Diabase	1430398
T012B	Martin Marietta Aggregates	Apple Grove, OH	C. Agg-Gravel F. Agg-Silica Sand	1427964 1427965
M027J	Martin Marietta Aggregates	Boonesboro, MD	C. Agg-Limestone F. Agg-Limestone	1430477 1430476
M043A	Martin Marietta (Burning Springs)	Petroleum, WV	C. Agg-Limestone F. Agg-Limestone	1430736 Note 1 1430912 Note 1
M027I	Martin Marietta Aggregates	Pinesburg, MD	C. Agg-Limestone F. Agg-Limestone	1430484 1430485
D003I	LaFarge (Three Rivers)	Smithland, KY	C. Agg-Limestone F. Agg-Limestone	1430811 Note 1 1430812 Note 1
M277B	Maryland Minerals	Accident, MD	F. Agg-Silica Sand Manufactured	1430478
H160B	Meadows Stone & Paving	Monterville, WV	C. Agg-Limestone F. Agg-Limestone	1429984 1429985

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<u>SOURCE CODE</u>	<u>COMPANY</u>	<u>PRODUCING SITE</u>	<u>TYPE MATERIAL</u>	<u>REPORT NUMBER</u>
M154A	Mercer Crushed Stone	Princeton, WV	C. Agg-Limestone F. Agg-Limestone	1430131 1430132
*E099A	Midvale Sand & Gravel	Midvale, OH	C. Agg-Gravel F. Agg-Silica Sand	
E0380	Mountain Aggregates	Elkhorn City, KY	C. Agg-Limestone F. Agg-Limestone	1427253 1427254
P339A	Mountain Aggregates (Pine Mtn. Quarry)	Jenkins, KY	C. Agg-Limestone F. Agg-Limestone	1427255 1427256
M0490	Mount Cydonia Sand	Fayetteville, PA	F. Agg-Silica Sand	1430483
S044F	Mountain Materials	Carter City, KY	C. Agg-Limestone F. Agg-Limestone	1427958 1427959
M378A	Mountain Materials (Valley Quarry)	Olive Hill, KY	C. Agg-Limestone F. Agg-Limestone	1427962 1427963
M365A	Mountain Slag	Greenup, KY	C. Agg-Slag F. Agg-Slag	1427960 1427961
M289A	Mulzer Stone	Cape Sandy, IN	C. Agg-Limestone F. Agg-Limestone	1430813 Note 1 1430814 Note 1
M027E	Mulzer Stone	Charlestown, IN	C. Agg-Limestone F. Agg-Limestone	1430815 Note 1 1430816 Note 1
M289C	Mulzer Stone	New Amsterdam, IN	C. Agg-Limestone F. Agg-Limestone	1430817 Note 1 1430818 Note 1
M257A	Rockydale Aggregates (CS Mundy)	Broadway, VA	C. Agg-Limestone F. Agg-Limestone	1430561 Note 1 1430562 Note 1
M257B	Rockydale Aggregates (CS Mundy)	Timberville, VA	C. Agg-Limestone F. Agg-Limestone	1430559 Note 1 1430564 Note 1
N112A	National Lime and Stone Carey, OH		C. Agg-Limestone F. Agg-Limestone	1427948 1427949
N053A	New Enterprise Stone (Ashcom)	Everett, PA	C. Agg-Limestone F. Agg-Limestone	1430481 1430482

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<u>SOURCE CODE</u>	<u>COMPANY</u>	<u>PRODUCING SITE</u>	<u>TYPE MATERIAL</u>	<u>REPORT NUMBER</u>
M027C	Nugent Sand & Gravel	Milton, KY	C. Agg-Gravel F. Agg-Silica Sand	1430819 Note 1 1430820 Note 1
S044A	Piketon Sand & Gravel	Piketon, OH	C. Agg-Gravel F. Agg-Silica Sand	1427974 1427977
P1560	Plum Run Stone Company	Peebles, OH	C. Agg-Limestone F. Agg-Limestone	1427975 1427976
P020A	Pounding Mill Quarry No. 1	Pounding Mill, VA	C. Agg-Limestone F. Agg-Limestone	1430121 1430118
P020B	Pounding Mill Quarry No. 2	Bluefield, VA	C. Agg-Limestone F. Agg-Limestone	1430125 1430126
P127A	Pounding Mill Quarry No. 3	Rocky Gap, VA	C. Agg-Limestone F. Agg-Limestone	1430127 1430128
S011B	RBS Quarry (Greystone)	Lewisburg, WV	C. Agg-Limestone F. Agg-Limestone	1429981 1429982
R1020	Riverside Stone	Wolf Creek, KY	C. Agg-Limestone F. Agg-Limestone	1430821 Note 1 1430822 Note 1
M312A	Salem Stone	Sylvatus, VA	C. Agg-Quartzite F. Agg-Quartzite	1430119 1430120
S300C	Shelly Materials (Willow Island/Reno)	Marietta, OH	C. Agg-Gravel F. Agg-Silica Sand	1427571 1427572
S301B	Shelly Materials (Portland Plant)	Portland, OH	C. Agg-Gravel F. Agg-Silica Sand	1427966 1427967
W115A	Southern West Virginia Asphalt (Kelly Mountain)	Elkins, WV	C. Agg-Limestone F. Agg-Limestone	1429986 1429987
S306A	Stocker Sand & Gravel	Gnadenhutten, OH	C. Agg-Gravel F. Agg-Silica Sand	1430738 Note 1 1430739 Note 1
P0160	Stuart M. Perry	Winchester, VA	C. Agg-Limestone F. Agg-Limestone	1430560 Note 1 1430563 Note 1

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<u>SOURCE CODE</u>	<u>COMPANY</u>	<u>PRODUCING SITE</u>	<u>TYPE MATERIAL</u>	<u>REPORT NUMBER</u>
S123A	Subtropolis Mining Co.	Petersburg, OH	C. Agg-Limestone F. Agg-Limestone	1430740 Note 1 1430741 Note 1
V067C	Valley Quarries	Chambersburg, PA	C. Agg-Limestone F. Agg-Limestone	1430479 1430480
W271A	Waterloo Coal Co.	Oak Hill, OH	C. Agg-Limestone F. Agg-Limestone	1427968 1427969
W221A	Wythe Stone	Wytheville, VA	C. Agg-Limestone F. Agg-Limestone F. Agg-Silica Sand Manufactured	1430122 1430123 1430124

* Removed from list this quarter

** Added to list this quarter

*** Name change

**** Location change

THE FOLLOWING SOURCES ARE APPROVED FOR LIMITED APPLICATION ONLY. SEE QUALIFYING STATEMENT ON TEST REPORT TO DETERMINE WHICH APPLICATIONS ARE NOT SUITABLE FOR THIS MATERIAL.

<u>SOURCE CODE</u>	<u>COMPANY</u>	<u>PRODUCING SITE</u>	<u>TYPE MATERIAL</u>	<u>REPORT NUMBER</u>
B219A	Boxley Aggregates (Beckley Plant)	Beckley, WV	C. Agg-Sandstone F. Agg-Sandstone	1430225 1430226

Aggregate from the above named companies and producing sites have been sampled and tested in compliance with the 2002 Construction Manual. Said tests have been evaluated with respect to the Standard Specifications 2010 and the sources are identified as supplying materials which have been found to meet the requirements of said specs, exceptions noted above. Additional sources and/or types of material will be sampled and tested as outlined above and corresponding evaluations will be supplied as an addendum to this report. If District and/or Contractor personnel want additional sources evaluated, a request for pretest service should be made to the Materials Control, Soils and Testing Division (MCS&T Division). When the type and source of material which has current approval is used on a State job, District personnel should request coverage for same in the usual manner but a complete description of material source and quality check lab number must be provided.

List of Commercial Sources
Effective November 8, 2013
Page 7

Note 1:

Sources sampled and tested this quarter and assigned new report numbers.

Note 2:

Because of the additional qualifications required for Item 402, Hot-Mix Asphalt Skid Resistant Pavement, this list of sources and the corresponding report numbers may not be used for approval of any quantities of said item unless otherwise noted. Notification of acceptable and potential skid resistant aggregate sources and means of evaluation are contained in the "List of Potential Skid Resistant Sources and Ratings" issued April 21, 2011 attached.

List of Commercial Sources
Effective November 8, 2013
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LIST OF POTENTIAL SKID RESISTANT SOURCES AND RATING

The following aggregate sources have demonstrated skid resistant potential and may be considered for use in Item 402; Hot Mix Asphalt Skid Resistant Pavement. There may be inadvertent omissions from this list which would include sources unknown to the Division at the time this list was compiled. Failure to appear on this list does not necessarily preclude the use of such material providing acceptance of that material, through appropriate testing, is documented by the Division. Final acceptance will be based on test results derived prior to use and applicable to Section 402.2. Each source has been rated in accordance with the sampling and acceptance procedures applicable to that source. The different ratings for said procedures were derived dependent upon accumulated data and/or conditions existing within the quarry (production processes). To determine acceptance procedures and testing necessary for approval of a particular source, compare the applicable rating with the rating description included herewith. All sampling, testing, and documentation will be in accordance with Division policy. This list will be issued periodically as additions and/or rating changes occur.

<u>SOURCE CODE</u>	<u>COMPANY</u>	<u>PRODUCING SITE</u>	<u>SOURCE RATING</u>
B219A	Boxley Aggregates (Beckley Plant)	Beckley, WV	A-1
M027H	Cool Springs Stone Supply	Hopwood, PA	A-1
V001A	Lucks Stone Co. (Goose Creek Plant)	Leesburg, VA	A-1
L133A	Lucks Stone Co. (Leesburg Plant)	Leesburg, VA	A-1
M0490	Mount Cydonia	Fayetteville, PA	A-1
M365A	Mountain Slag	Greenup, KY	A-1
M312A	Salem Stone	Sylvatus, VA	A-1

A-1 RATING

The source is listed on the Division's "List of Commercial Sources". Material from this source may be used without further quality testing. Coverage for the use of this source material need only reference source report number documented on the Division's "List of Commercial Sources".

List of Commercial Sources
Effective November 8, 2013
Page 9

D123A	Hanson Aggregates	New Kensington, PA	A-2
L001A	Jaymar, Inc.	Reedsville, OH	A-2
T012B	Martin Marietta Aggregates	Apple Grove, OH	A-2
S044F	Mountain Materials	Carter City, KY	A-2
M027E	Mulzer Stone	Charlestown, IN	A-2
S044A	Piketon Sand & Gravel	Piketon, OH	A-2
P1560	Plum Run Stone	Peebles, OH	A-2
S300C	Shelly Materials (Willow Island/Reno)	Marietta, OH	A-2
S306A	Stocker Sand & Gravel	Gnadenhutten, OH	A-2

A-2 RATING

Although listed on the Division's "List of Commercial Sources", this source, when used for Item 402, needs further testing, i.e., carbonate or elemental magnesium content. Coverage for the quality (LA, soundness, deleterious) of the source material may reference source report number documented on the Division's "List of Commercial Sources". Coverage for carbonate or elemental magnesium content must reference the carbonate or elemental magnesium report number. Sampling for the above tests will be performed by District personnel before utilization and at a subsequent frequency of one sample per 10,000 tons utilized.

A007A	Allen, J. F.	Elkins, WV	A-3
A007E	Allen, J. F. (Mashey Gap Quarry)	Elkins, WV	A-3
B1660	Greer Industries (Buckeye Stone)	Blaney Hollow, WV	A-3
L096C	Laural Aggregates (Lake Lynn Quarry)	Lake Lynn, PA	A-3

List of Commercial Sources
Effective November 8, 2013
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H160B	Meadows Stone & Paving	Monterville, WV	A-3
W115A	Southern West Virginia Asphalt (Kelly Mountain)	Elkins, WV	A-3

A-3 RATING

Although listed on the Division's "List of Commercial Sources", this source, when used for Item 402, must be sampled and approved per stockpile. Coverage for quality (LA, soundness, deleterious) and other qualifying skid criteria, if applicable, shall be based on sample results generated through stockpile sampling. Sampling may be performed by District and/or Central Division (Materials Control, Soils and Testing Division) personnel.

K0500	Keystone Lime (Grey)	Springs, PA	B-1
L133B	Lucks Stone Co.	Charlottesville, VA	B-1
	New Centerville Stone	New Centerville, PA	B-1
V067D	Valley Quarries	Gettysburg, PA	B-1
V042B	Vulcan Materials (Sanders Quarry)	Warrenton, VA	B-1

B-1 RATING

This source is not listed on the Division's "List of Commercial Sources". Acceptance of this material shall be by the "Local Source" system of approval. That is, this source will be sampled for quality (LA, soundness, deleterious) by District personnel utilizing a sampling frequency of one sample for each 6 days of production. Because of the nature of this material, and its relationship to total production, further qualifying skid criteria is not required.

List of Commercial Sources
Effective November 8, 2013
Page 11

D003F	Georgetown Sand &	Georgetown, PA	B-2
K050A	Keystone Lime (Red)	Springs, PA	B-2
	New Enterprise Stone	Bakersville, PA	B-2
N0530	New Enterprise Stone	Roaring Springs, PA	B-2
M1870	Shelly and Sands	Richmondale, OH	B-2

B-2 RATING

The source is not listed on the Division's "List of Commercial Sources". Acceptance of this material will be per stockpile. Coverage for quality (LA, soundness, deleterious) and other applicable qualifying skid criteria shall be based on sample results generated through stockpile sampling. Sampling may be performed by District and/or Central Division (MCS&T Division) personnel.

* Removed from list this quarter

** Added to list this quarter

*** Name change

**** Acceptable dolomite may be used alone or as a part of a coarse aggregate blend on roadways with a projected ESAL value of less than 3,000,000. On roadways with a projected ESAL value of 3,000,000 or greater, acceptable dolomite may be used only as a part of the coarse aggregate blend and shall not exceed 50% of that blend.

***** The Source Rating has been changed.

715.25 - Agricultural Limestone Sources

Effective Date: Feb 2013

Contact: Dave Matics (304) 558-9848

Email: David.B.Matics@wv.gov

Ground agricultural limestone shall consist of high calcitic or dolomitic limestone containing not less than 85% of total calcium and magnesium carbonates, ground to such fineness and clearly labeled in accordance with the requirements of the West Virginia Department of Agriculture.

Ground agricultural limestone shall be furnished and used in accordance with State Laws. Suppliers must be registered with the West Virginia Department of Agriculture.

Acceptance will be as per Evidence of Inspection dated August 24, 2001 using Laboratory Number 1312681 and must be referenced on the I D R and entered into the P R S.

AccountName	Address1	City	StateCode	ZipCode	BrandName
Amsoil, Inc.	PO Box 1900	Morgantown	WV	26507-1900	Very Coarse Ground Agricultural Lime Low-Grade
Anderson's Lawn Fertilizer Division	PO Box 1602	Elkins	WV	26241	JF Allen Pulverized Aggregates Quarry
Aqua-Aid, Inc.	PO Box 1602	Elkins	WV	26241	JF Allen Pulverized Mashey Gap Quarry
Austinville Limestone Company, Inc.	117 Limestone Lane	Winchester	VA	22602	Stuart M. Perry Pulverized Limestone
Austinville Limestone Company, Inc.	117 Limestone Lane	Winchester	VA	22602	Stuart M. Perry Ground Dolomitic Limestone
Austinville Limestone Company, Inc.	117 Limestone Lane	Winchester	VA	22602	Stuart M. Perry Pelletized Limestone
Austinville Limestone Company, Inc.	300 Star Ave. Suite 312	Parkersburg	WV	26101-5460	Burning Springs Mine Agricultural Lime Material
Bailey Nurseries c/o Registrations by Design, Inc.	POBox569/223NewtonChurchSt.	Austinville	VA	24312	LimeLite Fast-Acting Enhanced Pelletized Limestone
Baker Lime	POBox569/223NewtonChurchSt.	Austinville	VA	24312	Garden Lime Ground Dolomitic Limestone (CaO 28)
Baker Lime	POBox569/223NewtonChurchSt.	Austinville	VA	24312	Austinville Bulk Ground Dolomitic Limestone (CaCO3 46)
Baker Lime	POBox569/223NewtonChurchSt.	Austinville	VA	24312	Pelletized Lawn Lime
Baker Lime	320 North Baker Road	York	PA	17408	Baker's AG 10 Bulk Lime
Bonide Products, Inc.	320 North Baker Road	York	PA	17408	Baker's Ag-18
Bonide Products, Inc.	320 North Baker Road	York	PA	17408	Baker's Commercial Lime
Boxley Materials Company	320 North Baker Road	York	PA	17408	Baker's Premier Pellets
Calcium Products Incorporated	PO Box 8425	Roanoke	VA	24014	Rockydale Dolomitic Agricultural Limestone
Calcium Products Incorporated	PO Box 2000	Owensboro	KY	42302	Yager Very Coarse Ground Limestone (Low-Grade)
Carmeuse Lime, Inc.	Plant Nutrient Group	Maumee	OH	43537	Nutralime Pelletized Limestone (CaO 28)
Central Fiber Corporation	Plant Nutrient Group	Maumee	OH	43537	Equalize GT Pelletized Hi-Mag Limestone
Cleary Chemicals, LLC	Plant Nutrient Group	Maumee	OH	43537	Pelletized Limestone
Encap, LLC	Plant Nutrient Group	Maumee	OH	43537	Pellitized Limestone
Espoma Company, The	230 FM 87	Bonham	TX	75418	Hi-Yield Agricultural Limestone
Good Earth Organics Corp.	230 FM 87	Bonham	TX	75418	Hi-Yield Horticultural Hydrated Lime
Graymont (PA) Inc.	2093 Big Stoney Ck Rd	Ripplemead	VA	24150	Hydrated Lime High Calcium
Graymont (PA) Inc.	PO Box 1900	Morgantown	WV	26507-1900	Greer Limestone Very Course

Graymont (PA) Inc.	PO Box 1900	Morgantown	WV	26507-1900	Greer Limestone Pulverized
Greer Industries, Inc./Morgantown	PO Box 1900	Morgantown	WV	26507-1900	Greer Hydrated Lime Pulverized
Greer Lime Company/Riverton	PO Box 1900	Morgantown	WV	26507-1900	Greer Burnt Limestone Low Grade
Greer Lime Company/Riverton	251 National Avenue	Staunton	VA	24401	Staunton Ground Dolomitic Limestone
Greer Lime Company/Riverton	PO Box 120	Findlay	OH	45839	ECOPHRST Pulverized Dolomitic Limestone
Greer Lime Company/Riverton	PO Box 120	Findlay	OH	45839	ECOPHRST Pulverized Calcium Limestone
Gro Tec., Inc./Kelly Registration Systems	PO Box 120	Findlay	OH	45839	Bucyrus Ground Limestone
Gro Tec., Inc./Kelly Registration Systems	PO Box 120	Findlay	OH	45839	Carey Ground Limestone
Gro Tec., Inc./Kelly Registration Systems	24104 US Rt. 30	East Rochester	OH	44625	Hoopes Pelletized Limestone
Gro Tec., Inc./Kelly Registration Systems	357 N. Pike Road	Sarver	PA	16055	AgrowSil
Gro Tec., Inc./Kelly Registration Systems	P. O. Box 152	Bluefield	VA	24605	Pulverized Limestone
Growmark Inc.	875 Oxford Avenue	Hanover	PA	17331-7743	Hanover Agri Lime Fine-Sized
Harsco Minerals of PA. LLC	875 Oxford Avenue	Hanover	PA	17331-7743	Hanover Hi-Mag Lime Fine-Sized
Hoopes Fertilizer Works, Inc.	178 Ridge Road	Dayton	NJ	08810	Limestone F Liquid Flowable Limestone
Hyponex Corporation	1701 Towanda Ave.	Bloomington	IL	61701	Agri-Grow Fertilizer Edge Cal Limestone
Hyponex Corporation	6 Espoma Road	Millville	NJ	08332	Espoma Organic Garden Lime
J. F. Allen Company	PO Box 725	Kirksville	MO	63501	Kelly's Limestone High Calcium Capsulated Pellets
J. F. Allen Company	P O Box 290	Lancaster	NY	14086	Hoffman Horticultural Hydrated Lime
Kelly Limestone LLC	3921 Algoma Road	Green Bay	WI	54311	Encap Fast Acting Lime Plus AST
Lhoist North America of Virginia, Inc.	PO Box 119	Maumee	OH	43537	Andersons Golf Products DG Lime
Lime Stone Dust Corp.	P O Box 1019	Salem	VA	24153	Solu-Lime Professional Quality Enhanced Calcitic Lime
Martin Marietta Aggregates Inc.	P O Box 1019	Salem	VA	24153	Southern States Dolomitic Pelleted Lime CaO (30.20)
Mercer Lime Co.	P O Box 1019	Salem	VA	24153	Southern States Calcitic Pelleted Lime Cao (43.7)
Mineral Processing, Inc./The Andersons, inc.	P O Box 1019	Salem	VA	24153	Southern States Dolomitic Pelleted Limestone CaO (28) (20M 90)
Mineral Processing, Inc./The Andersons, inc.	P O Box 1019	Salem	VA	24153	Southern States Dolomitic Pelleted Limestone (CaO 28) (20M 100)
Mineral Processing, Inc./The Andersons, inc.	925 Tower Ave. Amsoil Bldg.	Superior	WI	54880	AGgrand All Natural Liquid Lime
Mineral Processing, Inc./The Andersons, inc.	10115 Hwy 142 N	Covington	GA	30014	Green Charm Pelletized Dolomitic Limestone
Mulzer Crushed Stone, Inc.	10115 Hwy 142 N	Covington	GA	30014	Pennington Lawn & Garden Fast Acting Lime
Mulzer Crushed Stone, Inc.	10115 Hwy 142 N	Covington	GA	30014	Pennington Fast Acting Lime Plus AST Professional Formula
Mundy Stone Company	10115 Hwy 142 N	Covington	GA	30014	Pennington Fast Acting Lime Plus AST (CaO 38)
National Lime & Stone Company	10115 Hwy 142 N	Covington	GA	30014	Pennington Fast Acting Lime Plus AST (CaO 36)
National Lime & Stone Company	6301 Sutliff Road	Oriskany	NY	13424	Bonide DuraTurf Turf Turbo High Efficiency Lime
National Lime & Stone Company	6301 Sutliff Road	Oriskany	NY	13424	Bonide Hydated Lime
National Lime & Stone Company	P O Box 119	Yankton	SD	57078	Genesis Soil Rite Growing Mix GSR Calcium Mix
New Enterprise Stone & Lime Co., Inc.	P O Box 119	Yankton	SD	57078	Genesis Soil Rite Dormant Mix GSR Dormant Mix

O-N Minerals (Chemstone) Carmeuse Lime & Stone	5484 W. Old Carriage Road	Rocky Mount	NC	27803	Aqua-Aid Verde-Cal Enhanced Calcitic Limestone
O-N Minerals (Chemstone) Carmeuse Lime & Stone	PO Box 174	Christiansburg	VA	24073	Acco Dolomite
O-N Minerals (Chemstone) Carmeuse Lime & Stone	POBox249/703SixthSt.	Tell City	IN	47586	Mulzer Coarse Ground Limestone
O-N Minerals (Chemstone) Carmeuse Lime & Stone	POBox249/703SixthSt.	Tell City	IN	47586	Charlestown Very Coarse Ground Limestone Low-Grade Liming Material
O-N Minerals (Chemstone) Carmeuse Lime & Stone	PO Box 490	White Sulphur Sprgs	WV	24986	Coarse Ground Limestone GreyLime
Race Track Feed and Supply	560 Branchton Road	Slippery Rock	PA	16057	Mercer Lime Fine Sized Hydrated Lime
RBS, Inc.	965 East College Avenue	Pleasant Gap	PA	16823-6823	Dolomitic Hydrated Lime
Rockydale Quarries Corporation	965 East College Avenue	Pleasant Gap	PA	16823-6823	Hydrated Lime High Calciu
Salem Stone Corporation	965 East College Avenue	Pleasant Gap	PA	16823-6823	Bell Mine Pulverized Limestone
Shamblin Stone	P O Box 510	Dunbar	WV	25064	Bulk Coarse Ground Agricultural Lime
Soil Works - Genesis Soil Rite Calcium	14111 Scottslawn Road	Marysville	OH	43041	Hyponex Dolomitic Pulverized Lawn & Garden Limestone
Soil Works - Genesis Soil Rite Calcium	14111 Scottslawn Road	Marysville	OH	43041	Hyponex Dolomitic Pelletized Lawn & Garden Limestone
Solu-Cal USA Ltd.	P O Box 77	New Enterprise	PA	16664	Ground Limestone
Solu-Cal USA Ltd.	1855 Race Track Road	New Cumberland	WV	26047	Graymont Dolomitic Hydrated Agricultural Lime
Southern States Coop c/o Registrations by Design	PO Box 1019	Salem	VA	24153-1019	Solu-Cal Enhanced Calcitic Lime
Southern States Coop c/o Registrations by Design	PO Box 1019	Salem	VA	24153-1019	Solu-Cal with Cavalcade 0.37%
Southern States Coop c/o Registrations by Design	4110 Rockwood Road	Manitowoc	WI	54220	Lawn & Garden Dolomitic Lime Manitowoc Operation
Southern States Coop c/o Registrations by Design	1525 Waynesburg Drive SE	Canton	OH	44707	Liquid Lime Plus
Southern States Coop c/o Registrations by Design	P O Box 4479	Winchester	KY	40391	Liquid Lime
Staunton Lime Co.	P O Box 126	Broadway	VA	22815-0126	Mundy High Magnesium Ground Limestone Unburnt
Stuart M. Perry, Inc.	P O Box 13527	Roanoke	VA	24035	Ground Dolomitic Limestone (bulk)
Stuart M. Perry, Inc.	11 Stanwix Street, 21st Floor	Pittsburgh	PA	15222	HiCal UW Stone #60 x 0" Bulk (CaCO3 96.19)
Stuart M. Perry, Inc.	11 Stanwix Street, 21st Floor	Pittsburgh	PA	15222	HiCal Stone UW 100# x 0 Aglime Wet
Turner Seed Inc. of KY	11 Stanwix Street, 21st Floor	Pittsburgh	PA	15222	HiCal UW Stone #60 x 0 (CaCO3 96.09)
Voluntary Purchasing Groups, Inc.	11 Stanwix Street, 21st Floor	Pittsburgh	PA	15222	Dolo Stone Aglime (20M x 200M)
Voluntary Purchasing Groups, Inc.	11 Stanwix Street, 21st Floor	Pittsburgh	PA	15222	HiCal Stone Aglime (20M x 200M)
Vulcan Construction Materials LP	P O Box 281	Gilmore City	IA	50541	SuperCal 98MG Greens Grade Limestone
Vulcan Construction Materials LP	P O Box 281	Gilmore City	IA	50541	SuperCal 98G Pelletized Limestone
Yager Materials	P O Box 1019	Salem	VA	24153	Color Me Pink Pelletized Lime



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

Earl Ray Tomblin
Governor

Paul A. Mattox, Jr., P. E.
Secretary of Transportation/
Commissioner of Highways

December 5, 2013

MEMORANDUM

TO: ALL DISTRICT MATERIALS SUPERVISORS

FROM: DM *Print*

SUBJECT: LIST OF AGGREGATE SOURCES RATED A-1

The sources on the attached list have been rated A-1 in accordance with Materials Procedure (MP) 700.00.52.

If you have any questions, please contact Steve Collins at (304) 558-7462 or James Valleau at (304) 558-9877.

ACG:Bcs

Attachment

cc: DM – Collins, Valleau, Matics, Brayack
DC – Holliday

Aggregate Sources Rated "A-1" by WVDOT
December 5, 2013

The following sources have been rated "A-1" in accordance with MP 700.00.52. This list is published monthly, and if necessary, amended as additional information becomes available.

	<u>Company</u>	<u>Source Location</u>
	Alleghany Aggregates	Short Gap, WV
	Allen, J. F. (Aggregates Quarry)	Elkins, WV
	Allen, J. F. (Mashey Gap)	Elkins, WV
	Boxley Aggregates (Beckley Plant)	Beckley, WV
	Boxley Aggregates (Lewisburg Plant)	Lewisburg, WV
	Boxley Aggregates (Mill Point)	Mill Point, WV
A	Buckeye Stone Company	Blaney Hollow, WV
	Ennstone (Keplinger Lime)	Maysville, WV
	Fairfax Materials (Ours Quarry)	Arthur, WV
	Fairfax Materials (Scherr Quarry)	Scherr, WV
	Greer Industries	Greer, WV
A	Greer Industries (Cheat River Limestone)	Rowlesburg, WV
	Greer Industries (Decker's Creek)	Greer, WV
	Greer Lime (Germany Valley)	Riverton, WV
	Inwood Quarry	Inwood, WV
	Laurel Aggregate (Lake Lynn Quarry)	Lake Lynn, PA
	Martin Marietta	Charleston, WV
	Martin Marietta	Pinesburg, MD
	Martin Marietta (Burning Springs)	Petroleum, WV
	Meadows Stone & Paving	Monterville, WV
	Mercer Crushed Stone	Princeton, WV
	Pounding Mills Quarry	Bluefield, VA
	RBS (Greystone)	Lewisburg, WV

Removed from the list this month:

None

- A Added to the list this month.
- ID Removed from the list this month - insufficient data.
- NC Removed from the list this month - non-compliance.
- OB Removed from the list this month - out of business.

For additional information and instructions concerning this list, see MP 700.00.52.

Client#: 534075

18RBSINC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T-Carson Insurance Services 601 Tennessee Avenue Charleston, WV 25302 304 346-0806	CONTACT NAME: Sarah Pauline PHONE (A/C, No, Ext): 304 346-0806 FAX (A/C, No): 888 751-3002 E-MAIL ADDRESS: spauline@bbandt.com																					
INSURED R B S Inc P O Box 490 White Sulphur Springs, WV 24986	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A :</td><td>Travelers Indemnity Company of</td><td>25666</td></tr> <tr> <td>INSURER B :</td><td>Travelers Indemnity Company</td><td>25658</td></tr> <tr> <td>INSURER C :</td><td>Travelers Property Casualty Co</td><td>25674</td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Travelers Indemnity Company of	25666	INSURER B :	Travelers Indemnity Company	25658	INSURER C :	Travelers Property Casualty Co	25674	INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																						

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	DTCO5614B420	10/01/2013	10/01/2014	EACH OCCURRENCE \$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$5,000
	☒ PD Ded:10,000						PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$2,000,000
							\$
C	AUTOMOBILE LIABILITY	X	X	DT8105614B42	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB	X		DTSMCUP5614B	10/01/2013	10/01/2014	EACH OCCURRENCE \$5,000,000
	☐ RETENTION \$10,000						AGGREGATE \$5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X	N/A	DTKUB5615B98	10/01/2013	10/01/2014	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**** Workers Comp Information ****

Other States Coverage

Proprietors/Partners/Executive Officers/Members Excluded:

Ronald B Snyder, President

Extended Broad Form

(See Attached Descriptions)

CERTIFICATE HOLDER

Division of Highways
 1900 Kanawha BLVD., East
 Charleston, WV 25305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Allen L McVey

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DESCRIPTIONS (Continued from Page 1)

Stop Gap Employers Liability Coverage Endorsement (OHIO) OH

Blanket Waiver of Subrogation Applies EXCEPT FOR Kentucky-Waiver of Subrogation does NOT apply in the State of Kentucky

**** Supplemental Name ****

First Supplemental Name applies to all policies - R B S Inc

Policy# DTCO5614B420TIA13 - : Greystone Quarry

Policy# DTCO5614B420TIA13 - : Greenbrier Ready Mix

Policy# DTCO5614B420TIA13 - : Greystone Block & Savannah Lane Quarry

Policy# DTCO5614B420TIA13 - : RBS Inc T/A Architectural Stone

Policy# DTCO5614B420TIA13 - : Union Concrete Products

Policy# DTCO5614B420TIA13 - : Ronald Snyder; William Snyder and David Snyder

Policy# DTSMCUP5614B420IND1 - : Greystone Quarry

Policy# DTSMCUP5614B420IND1 - : Greenbrier Ready Mix

Policy# DTSMCUP5614B420IND1 - : Greystone Block & Savannah Lane Quarry

Policy# DTSMCUP5614B420IND1 - : RBS INC T/A Architectural Stone

Policy# DTSMCUP5614B420IND1 - : Union Concrete Products

Policy# DT8105614B420TIL13 - : Greystone Quarry

Policy# DT8105614B420TIL13 - : Greenbrier Ready Mix

Policy# DT8105614B420TIL13 - : Greystone Block & Savannah Lane Quarry

Policy# DT8105614B420TIL13 - : RBS Inc T/A Architectural Stone

Policy# DT8105614B420TIL13 - : Union Concrete Products

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 ____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- ____ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

- ____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- ____ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- ____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: R.B.S., Inc.

Signed: [Signature]

Date: 7 Feb 2014

Title: VP, RBS Inc.

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RFQ No. 6614CØ25

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: 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 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: R.B.S., Inc.

Authorized Signature: [Signature] Date: 7 Feb 2014

State of West Virginia

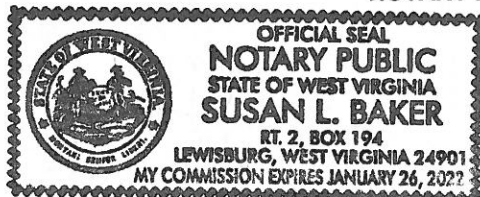
County of Greenbrier, to-wit:

Taken, subscribed, and sworn to before me this 7th day of February, 2014.

My Commission expires January 26, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC



[Signature]
Purchasing Affidavit (Revised 07/01/2012)