



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

Request for Quotation

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| RFQ NUMBER |
| 856C2058 |

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 05/03/2006 | | | | |

BID OPENING DATE: **05/17/2006** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 0001 | 1 | EA | | 765-43 | | |
| PAVEMENT MARKER, INSTALL, REMOVE, AND/OR REPLACE OPEN- END TO INSTALL, REMOVE, AND/OR REPLACE TYPE 2 RAISED PAVEMENT MARKER (RPM) CASTINGS AND/OR REFLECTORS, AS PER THE ATTACHED SPECIFICATIONS EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE | | | | | | |

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| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | | |
| SIGNATURE | TELEPHONE | DATE | |
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**GENERAL TERMS & CONDITIONS
(REQUEST FOR QUOTATION) RFQ AND (REQUEST FOR PROPOSAL) RFP**

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

INSTRUCTIONS TO BIDDERS

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

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230



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

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| <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> | | | | | | |

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| <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR VARIOUS COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p style="text-align: center;">CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> | | | | | | |

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| <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>AN EXACT DUPLICATE MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">STATE AUDITOR'S OFFICE BID OBSERVER BUILDING 1, ROOM W114 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0230</p> <p>BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> | | | | | | |

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| SEALED BID BUYER: 33 REQ. NO.: 856C2058 BID OPENING DATE AND TIME PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- ***** THIS IS THE END OF RFQ 856C2058 ***** TOTAL: _____ | | | | | | |

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DESCRIPTION

The purpose of this Contract is to install, remove, and/or replace Type P-2 Raised Pavement Marker (RPM) Castings and/or Reflectors statewide as directed by each District.

BID ITEM DESCRIPTIONS

Bid Item 01 - "Mobilization" – See **MOBILIZATION** section.

Bid Item 02 - "Complete RPM, Including Materials - Asphalt" shall consist of the complete installation of a Type P-2 Raised Pavement Marker (casting with reflector pre-installed). The manufacturer / model RPM to be installed shall be a model RPM included in the RPM Approved Products Listing (APL), as determined by the WVDOH Traffic Engineering Division. Unless prior agreement is made between the Contractor and the District, one specific RPM model, of the Contractor's choosing, shall be used on the entire Release Order. The quantities indicated on the Release Order issued by the District shall be considered estimated quantities only. It shall be the Contractor's responsibility to verify the exact quantity of RPM's required. This item shall include material and labor for complete RPM installation in an asphalt surface. The Contractor shall follow the casting manufacturer's recommendations, as well as the general specifications included in this Contract, for installation of all items. Work performed under this bid item shall be subject to the **CONTRACTOR'S CASTING WARRANTY** specifications included in this Contract.

Bid Item 03 - "Complete RPM, Including Materials - Concrete" shall consist of the complete installation of a Type P-2 Raised Pavement Marker (casting with reflector pre-installed). The manufacturer / model RPM to be installed shall be a model RPM included in the RPM Approved Products Listing (APL), as determined by the WVDOH Traffic Engineering Division. Unless prior agreement is made between the Contractor and the District, one specific RPM model, of the Contractor's choosing, shall be used on the entire Release Order. The quantities indicated on the Release Order issued by the District shall be considered estimated quantities only. It shall be the Contractor's responsibility to verify the exact quantity of RPM's required. This item shall include material and labor for complete RPM installation in a concrete surface. The Contractor shall follow the casting manufacturer's recommendations, as well as the general specifications included in this Contract, for installation of all items. Work performed under this bid item shall be subject to the **CONTRACTOR'S CASTING WARRANTY** specifications included in this Contract.

Bid Item 04 – “RPM Casting, Installation Only - Asphalt” shall consist of the complete installation of a Type P-2 Casting to be supplied to the Contractor by the Division of Highways. The manufacturer / model RPM to be installed shall be a model RPM included on the current RPM Approved Products Listing (APL) effective on the date of advertisement of this Contract, as determined by the WVDOH Traffic Engineering Division. The manufacturer / model casting to be installed shall be chosen and specified by the issuing District on the Release Order. The quantities indicated on the Release Order issued by the District shall be considered estimated quantities only. It shall be the Contractor’s responsibility to verify the exact quantity of castings required. The Contractor shall return all unused castings to the issuing District. The Contractor’s bid price for this item shall include installation on an asphalt surface. The Contractor shall follow the casting manufacturer’s recommendations, as well as the general specifications included in this Contract, for installation. Work performed under this bid item shall be subject to the **CONTRACTOR’S CASTING WARRANTY** specifications included in this Contract.

Bid Item 05 – “RPM Casting, Installation Only - Concrete” shall consist of the complete installation of a Type P-2 Casting to be supplied to the Contractor by the Division of Highways. The manufacturer / model RPM to be installed shall be a model RPM included on the current RPM Approved Products Listing (APL) effective on the date of advertisement of this Contract, as determined by the WVDOH Traffic Engineering Division. The manufacturer / model casting to be installed shall be chosen and specified by the issuing District on the Release Order. The quantities indicated on the Release Order issued by the District shall be considered estimated quantities only. It shall be the Contractor’s responsibility to verify the exact quantity of castings required. The Contractor shall return all unused castings to the issuing District. The Contractor’s bid price for this item shall include installation on a concrete surface. The Contractor shall follow the casting manufacturer’s recommendations, as well as the general specifications included in this Contract, for installation. Work performed under this bid item shall be subject to the **CONTRACTOR’S CASTING WARRANTY** specifications included in this Contract.

Bid Item 06 - "RPM Reflector Installation, Including Materials" shall

consist of the complete installation of a Type P-2 RPM Reflector. The manufacturer / model reflector to be installed shall be a model reflector included in the RPM Approved Products Listing (APL), as determined by the WVDOH Traffic Engineering Division. Unless prior agreement is made between Contractor and the District, one specific reflector model, of the Contractor's choosing, shall be used on the entire Release Order. Note that this may not be possible in all cases due to different model castings which require different size reflectors per Release Order. In this case, the same reflector model shall be used for each size RPM reflector model required. Unless the Release Order indicates that Avery Model 98 castings are including as all, or part of, the Release Order, standard size reflectors may be used. The quantities indicated on the Release Order issued by the District shall be considered estimated quantities only. It shall be the Contractor's responsibility to verify the exact quantity of reflectors required. This item shall include material and labor, including the removal of existing reflectors. The Contractor shall follow the reflector manufacturer's recommendations, as well as the general specifications included in this Contract, for installation.

Bid Item 07 - "RPM Reflector, Installation Only" shall

consist of the complete installation of a Type P-2 RPM Reflector to be supplied by the DOH. The manufacturer / model reflector to be installed shall be a model reflector included on the current RPM Approved Products Listing (APL) effective on the date of advertisement of this Contract, as determined by the WVDOH Traffic Engineering Division. The manufacturer / model reflector to be installed shall be chosen and specified by the issuing District on the Release Order. The quantities indicated on the Release Order issued by the District shall be considered estimated quantities only. It shall be the Contractor's responsibility to verify the exact quantity of reflectors required. The Contractor shall return all unused reflectors to the issuing District. This item shall include all labor required to install the supplied reflectors, including the removal of existing reflectors. The Contractor shall follow the reflector manufacturer's recommendations, as well as the general specifications included in this Contract, for installation.

Bid Item 08 – “Shadow Vehicle” – Shall be paid on a per day basis for Shadow Vehicles required to be used for mobile operations and as determined by the District to be necessary in other traffic control setups. A Shadow Vehicle is defined as a standard truck weighing between 10,000 GVW and 24,000 GVW maximum, and shall be equipped with a flashing or yellow rotary beacon which can be seen from all directions, and a truck mounted attenuator (TMA) mounted on the rear. One unit of Bid Item 08 shall be paid for each Shadow Vehicle used, per Release Order, per day of use.

Bid Item 09 – “Traffic Director” – Shall be paid on an hourly basis for Traffic Directors determined to be necessary by the Division for the safe completion of the work. A Traffic Control Director is defined as an off duty police officer, provided by the Contractor, having all of the necessary equipment including uniform and properly identified police vehicle so that the public recognizes the law enforcement power of the individual. One unit of Bid Item 09 shall be paid for each hour that the Traffic Control Monitor is present within the work zone and actual work operations, including traffic control device setup and removal, are being performed.

Bid Item 10 – “Changeable Message Board” - Shall be paid on a per day basis for Changeable Message Boards determined to be necessary by the Division for the safe completion of the work. One unit of Bid Item 10 shall be paid for each Changeable Message Board used per Release Order, per day of use.

MOBILIZATION

The method of measurement for Mobilization will be lump sum, per each Release Order, per District.

At the end of the first day of work, the Contractor shall be entitled to payment of mobilization consisting of one unit of Bid Item 01.

The Contractor is entitled to payment under Bid Item 01 only once under each Release Order, except in the event that work is directed in another District by the WVDOH before completion of work in the initial District is finished.

If more than two (2) Release Orders are issued for a particular District between the award date of this Contract and the renewal date of this Contract, or between successive renewal dates, or between the last renewal date and the Contract expiration date, Mobilization for that particular District, for each Release Order in excess of the second, shall be paid to the Contractor at a rate of 1.5 times the rate specified by the Contractor under Bid Item 01.

For example, after award of the Contract, The 1.5 rate shall apply to the Mobilization charge for the third, and each subsequent Release Order, issued for the particular District up to the Contract renewal date. In the event that the Contract is renewed for an additional year, the Mobilization for the first two (2) Release Orders for each particular District dated after the renewal date shall again be paid at the regular Mobilization rate specified under Bid Item 01, and each subsequent Release Order for each particular District shall again be paid at the 1.5 rate until the Contract is renewed again, or expires.

COMPLETION

The Contractor shall have sixty (60) calendar days ARO to complete each Release Order, dependent upon weather constraints. In the event that the Contractor does not meet the sixty (60) day requirement, the Contractor shall be assessed liquidated damages per Release Order, per calendar day in the amount indicated in Section 108.7 of the Standard Specifications manual. The rate charged the Contractor shall be determined by using the table in Section 108.7, using the total monetary value shown on the Release Order as the "Original Contract Amount". Calendar days from November 1st of the current year up to April 1st of the following year shall not be charged against the Contractor.

In the event that warranty work is required to be performed per the **CONTRACTOR'S CASTING WARRANTY** specifications, the Contractor will be required finish warranty work for a particular Release Order within sixty (60) calendar days, with the date that the Contractor receives official documented notification from the DOH to be considered the "Receipt of Order" date. Liquidated Damages shall be calculated as described above using the original monetary value of the Release Order for which the warranty work is required as the "Original Contract Amount" value. Calendar days from November 1st of the current year up to April 1st of the following year shall not be charged against the Contractor.

TRAFFIC CONTROL NOTES

All traffic control shall be in accordance with Section 636 of the "WV Department of Transportation, Division of Highways' Standard Specifications, Roads and Bridges" (Standard Specifications), adopted 2000, the latest edition of the Standard Specifications "Supplemental Specifications", and the "Manual On Temporary Traffic Control For Streets and Highways", 2006 (latest printing).

The Contractor shall limit lane closures to a maximum of three (3) miles in length.

Mobile operations, as described in the above mentioned Traffic Control Manual, shall be allowed in order to perform work under Bid Items 06 and 07 only. Follow typical case E7. The optional Truck Mounted Attenuators shall be considered mandatory as part of this Contract. Two protection vehicles shall be utilized if possible. If adequate shoulder area does not exist for protection vehicle 2, either one of the following options shall be followed:

- protection vehicle 2 shall be removed from the operation, or
- protection vehicle 2 shall be moved into the closed lane and the message on the arrow board shall be changed from caution mode to flashing arrow mode, and the advance warning sign mounted to protection vehicle 2 shall be removed.

In addition to the items shown in case E7, at least one set of dual mounted advance warning signs shall be maintained at least one (1) mile, but no more than two (2) miles, prior to the first protection vehicle. The advance warning signs shall be 48"x48", and should read "LEFT LANE CLOSED AHEAD", or "RIGHT LANE CLOSED AHEAD", as appropriate. If determined to be necessary by the District, the Contractor shall also provide one or more Traffic Directors within or prior to the mobile work zone, as directed. Also, if determined to be necessary by the District, one or more Changeable Message Signs (CMS's) may be utilized prior to the required advance warning signs. The messages on and placement of the CMS's shall be as determined appropriate by the District. Each protection vehicle used as described above shall be paid for under Bid Item 08 – "Shadow Vehicle".

At the end of each day's work, the Contractor and the inspector provided by the Division shall agree upon the number of units of Bid Items 08, 09, and 10 to be paid.

The Contractor shall adhere to any applicable special traffic control restrictions, such as restrictions on lane closures during peak traffic hours, for the area where the work is to be performed. Information regarding restrictions will normally be noted on the Release Order issued by the District. However, it shall be the Contractor's responsibility to verify any applicable traffic control restrictions, if any, prior to proceeding with the planned work.

Unless night work is determined to be necessary and/or acceptable by the District, all work shall be performed during daylight hours.

The cost of all Traffic Control devices and operations, other than those covered under Bid Items 08, 09, and 10, shall be bid incidental by the Contractor. This shall include signs, cones, flaggers, pilot trucks, and any other common devices not noted.

It shall be the Contractor's responsibility to coordinate, through the District Construction office, traffic control with any adjacent or overlapping project.

INSTALLATION AND RENOVATION SPECIFICATIONS

Materials and installation shall be in accordance with any applicable specifications included within this Contract and the casting / reflector manufacturer's recommendations.

General specifications regarding installations and renovations are as follows:

As noted in the descriptions under Bid Items 02 through 07, castings and reflectors used by the Contractor shall be off of the current APL, as determined by this Division. The Contractor shall be required to adhere to any changes made to the APL during the life of the Contract. In the event that any model castings or reflectors are added to the APL after advertisement of this Contract, the use of these model castings and /or reflectors shall be at the Contractor's option. The WVDOH may request that the Contractor install Castings and/or Reflectors not on the current APL for demonstration purposes.

All work shall be performed in the presence of inspection personnel provided by the applicable District for each Release Order.

Pavement slots shall be cut as shown on the manufacturer's cut sheets, and shall be placed in accordance with the attached standard installation drawings.

New RPM castings shall not be placed on the road surface where there is visible evidence of cracking, checking, spalling, or failure of underlying base material.

RPM's shall not be placed on or over pavement construction joints or pavement markings. RPM's installed along joints or painted lines shall be placed a minimum of two (2) inches from the near edge of the joint or line.

Slot cut surfaces and existing casting surfaces, at the time of casting installation or reflector replacement, shall be free of dirt, dust, oil, grease, moisture, curing compound, loose or unsound layers, or any other material that may interfere with the casting or reflector adhesion.

Castings shall be installed within 10 (ten) calendar days after the installation of the slot cuts. If not installed at the same time as the installation of the slot cuts, sandblasting shall be required as determined necessary by the District.

The Contractor shall prevent traffic from traveling over newly installed RPM's (castings) for the applicable time period specified as follows:

| Ambient Air Temperature (degrees Fahrenheit) | Min. period protected from traffic (minutes) |
|--|--|
| 100 | 15 |
| 98 | 20 |
| 80 | 25 |
| 70 | 30 |
| 60 | 35 |
| 50 | 45 |

If any adhesive used gets on the face of any reflector, the reflector shall be replaced at no additional cost.

Reflectors shall be pressed into the recession in the casting with a minimum weight of 100 pounds.

WEATHER RELATED CONSTRAINTS

No RPM or reflector installation work is to be performed when the road surface or ambient air temperature is below fifty (50) degrees Fahrenheit, or if the road surface is visibly wet, or if the relative humidity is above 80%.

CONTRACTOR'S CASTING WARRANTY

Castings installed under the provisions of Bid Items 02, 03, 04, and 05 shall be warranted for a period of one (1) year, per the following guidelines. Castings not on the APL that are installed at the request of the Division for demonstration purposes shall not be required to be warranted by the Contractor:

1. The Contractor's warranty shall be limited to the installed castings remaining in the roadway, with the exception of castings removed as a result of snow plow damage only. Castings removed as a result of a combination of snow plowing and adhesive failure shall be covered under the warranty. WVDOH personnel shall determine if the failures of specific castings are attributable to snow plow damage only.
2. Castings shall be warranted on a "Per Release Order" basis. All castings installed under Bid Items 02, 03, 04, and/or 05 on a particular Release Order, regardless of the number of installation sites on the Release Order, shall be warranted collectively and independently of other Release Orders.
3. If there are more than five (5) castings that become dislodged from the roadway surface, the Contractor shall replace these castings at their particular locations.
4. If twenty (20) or more castings are dislodged from the roadway surface, in addition to replacing these castings, the Contractor will be required to patch each casting hole per the **SLOT CUT PATCH SPECIFICATIONS** included in this contract.
This provision shall become effective at any point during the one (1) year warranty period that a total of twenty (20) or more castings, installed as part of the warranted Release Order, have dislodged from the roadway surface. This will include any castings included on the Release Order that have been previously replaced as a result of prior notification(s).
5. The original slot cuts installed by the Contractor for the missing castings shall not be re-used.

All work required to be performed under the above warranty provisions shall be performed by the Contractor at no additional cost to the Division.

BID SCHEDULE

The following estimated quantities are for bid purposes only. Actual quantities will be determined by needs of the West Virginia Division of Highways and may be increased or decreased:

| ITEM NUMBER | DESCRIPTION | ESTIMATED QUANTITY | UNIT COST | AMOUNT |
|--------------------|---|---------------------------|------------------|------------------|
| 01 | Mobilization | 15 EA | | |
| 02 | Complete RPM, Including Materials - Asphalt | 1,500 EA | | |
| 03 | Complete RPM, Including Materials - Concrete | 200 EA | | |
| 04 | RPM Casting, Installation Only - Asphalt | 100 EA | | |
| 05 | RPM Casting, Installation Only - Concrete | 100 EA | | |
| 06 | RPM Reflector Installation, Including Materials | 35,000 EA | | |
| 07 | RPM Reflector Installation, Installation Only | 100 EA | | |
| 08 | Shadow Vehicle | 100 DAYS | | |
| 09 | Traffic Director | 400 HOURS | | |
| 10 | Changeable Message Sign | 60 DAYS | | |
| | | | TOTAL | —————> |

SLOT CUT PATCH SPECIFICATIONS

In the event that the Contractor is required to patch empty slot cuts per the provisions of the **CONTRACTOR'S CASTING WARRANTY** specifications, the Contractor shall follow the following provisions:

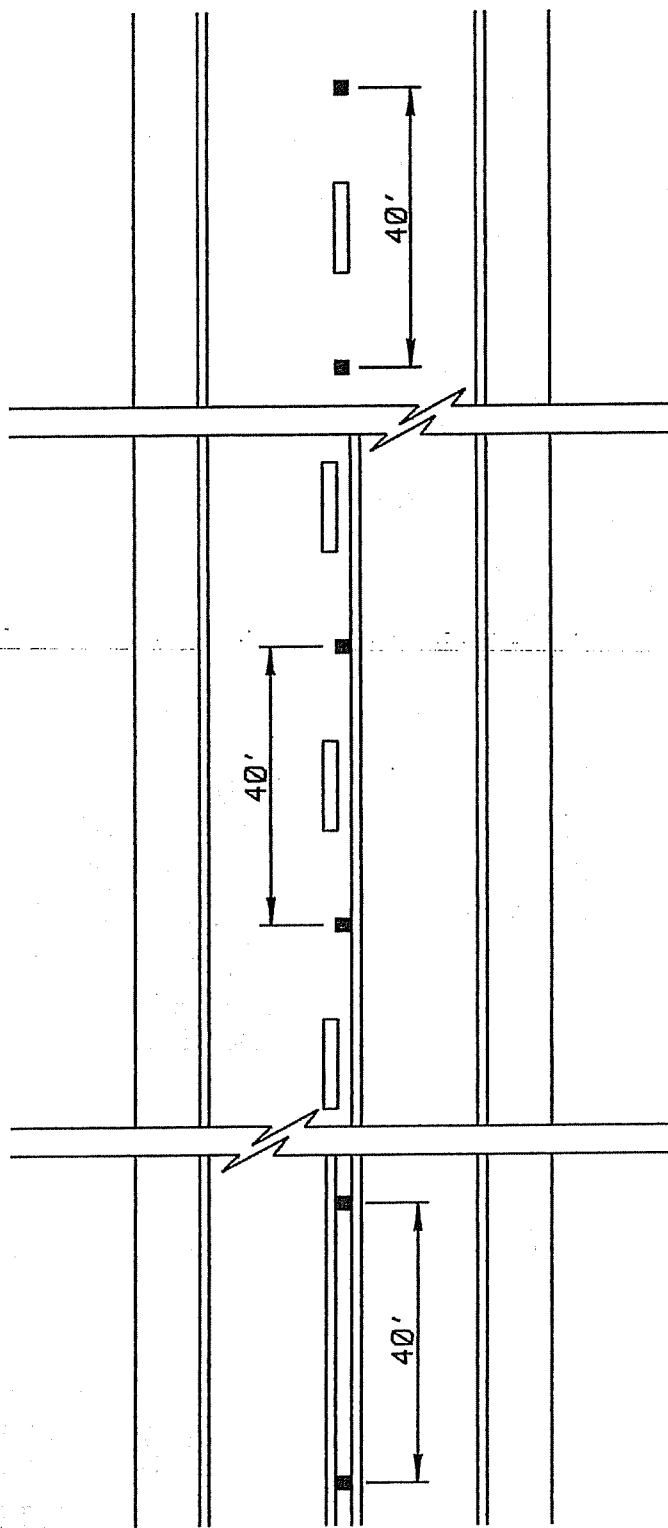
1. All slot cuts to be patched shall be substantially cleaned of all loose or foreign material prior to placement. Sandblasting followed by compressed air shall be required for proper cleaning. The Contractor shall patch all cuts, including outlying spalled areas, to a smooth, neat, uniform finish which is level with the surrounding pavement.
2. For patching on concrete surfaces, the material used shall be **SSI Flexpatch Polymer Patching Mortar**. Product information for this material is attached. No moisture film shall be present on the concrete surface to be bonded with the material at the time of placement. This material shall not be used on concrete surfaces below forty (40) degrees Fahrenheit. The Contractor shall strictly follow all additional manufacturer recommendations for use of this material, including cure time.
At the Division's discretion, a manufacturer or authorized manufacturer distributor representative may be required to be present, through coordination by the Contractor, for the initial Release Order, if any, on which the Contractor is required to place the **SSI Flexpatch Polymer Patching Mortar**. It shall be the Contractor's responsibility to consult with the manufacturer or manufacturer's distributor regarding proper installation procedures and training prior to initially using this material. The West Virginia SSI distributor for this material is Tom Brown Co. of Pittsburgh, PA. 614-554-1528.
3. For patching on asphalt surfaces, the material used shall be a hot-mix asphaltic material approved by the Division. All applicable guidelines for mixing and placement of this material, per the Standard Specifications, shall apply.

MINIMUM RELEASE ORDER QUANTITIES

The minimum total combined units of Bid Items 02, 03, 04, 05, 06, and 07 per Release Order shall be 200.

WAGE RATES

Current Federal and State Wage Rates shall apply to this contract.

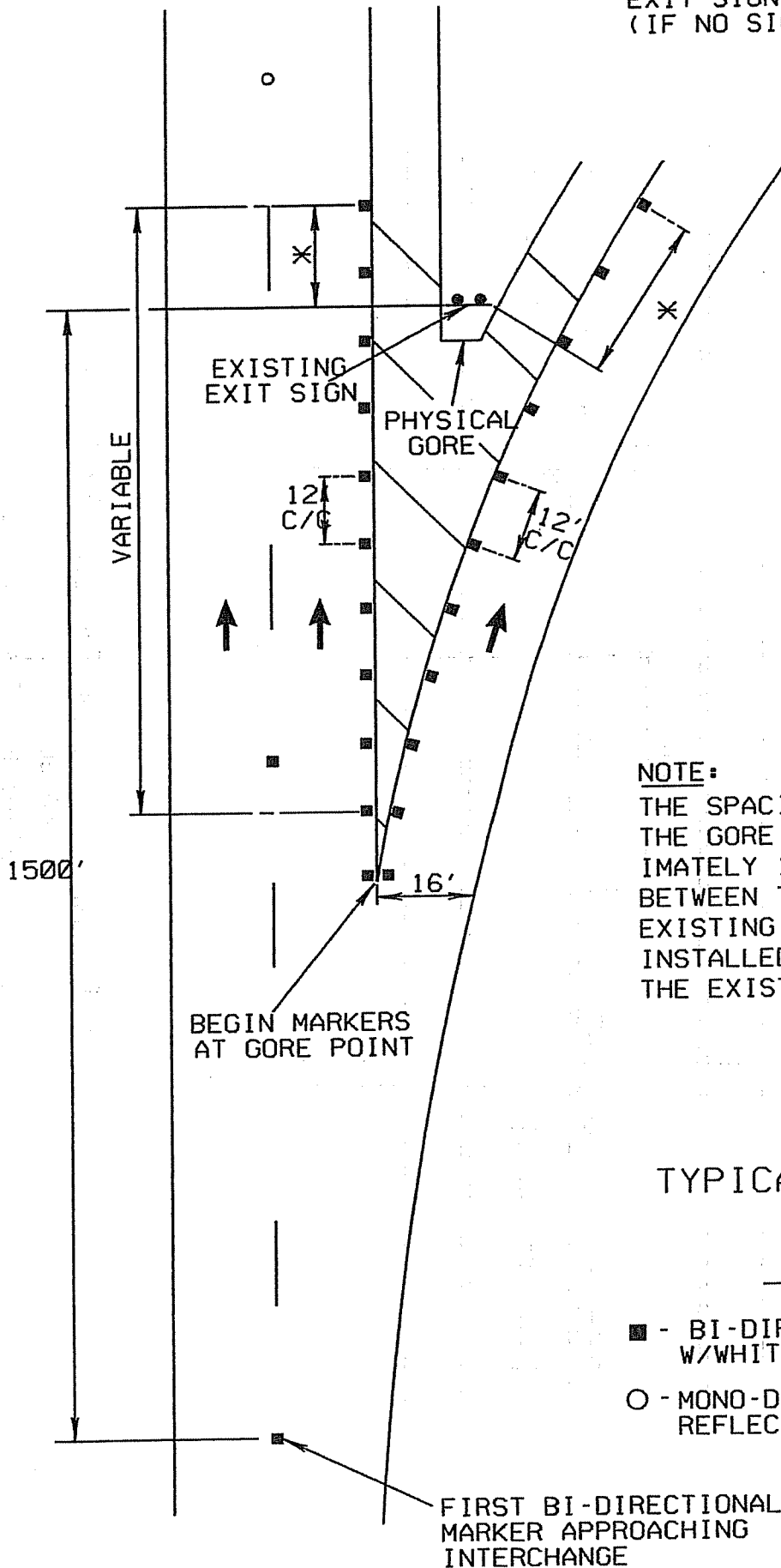


TYPICAL P-2 CENTERLINE PATTERN

—NO SCALE—

■ - P-2 BI-DIRECTIONAL (YELLOW/ YELLOW)

*-END 20' BEYOND EXISTING EXIT SIGN OR PHYSICAL GORE (IF NO SIGN)



NOTE:

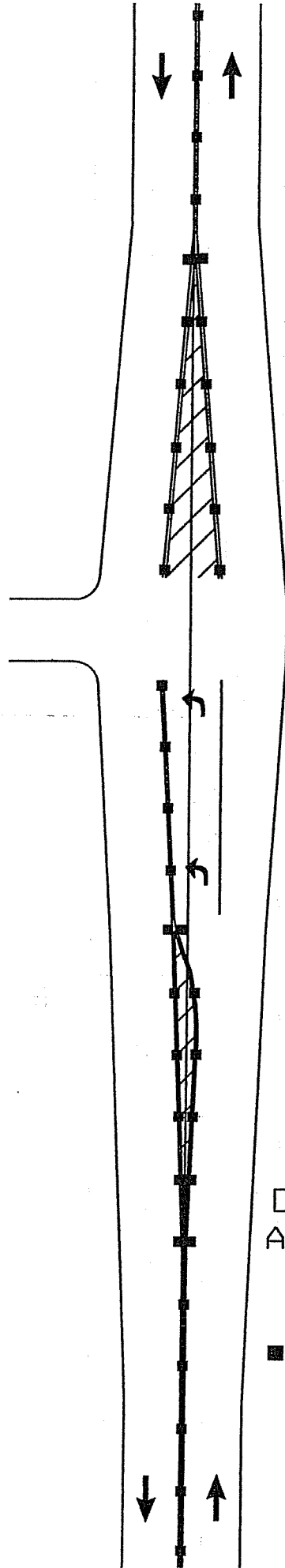
THE SPACING BETWEEN MARKERS IN THE GORE AREA SHOULD BE APPROXIMATELY 12' APART AND CENTERED BETWEEN THE STRIPES (IF THEY ARE EXISTING). THE MARKERS TO BE INSTALLED APPROXIMATELY 20' BEYOND THE EXISTING EXIT SIGN.

TYPICAL P-2 GORE AREA PATTERN

—NO SCALE—

- - BI-DIRECTIONAL (WHITE / RED) W/WHITE REFLECTOR FACING TRAFFIC
- - MONO-DIRECTIONAL W/WHITE REFLECTOR FACING TRAFFIC

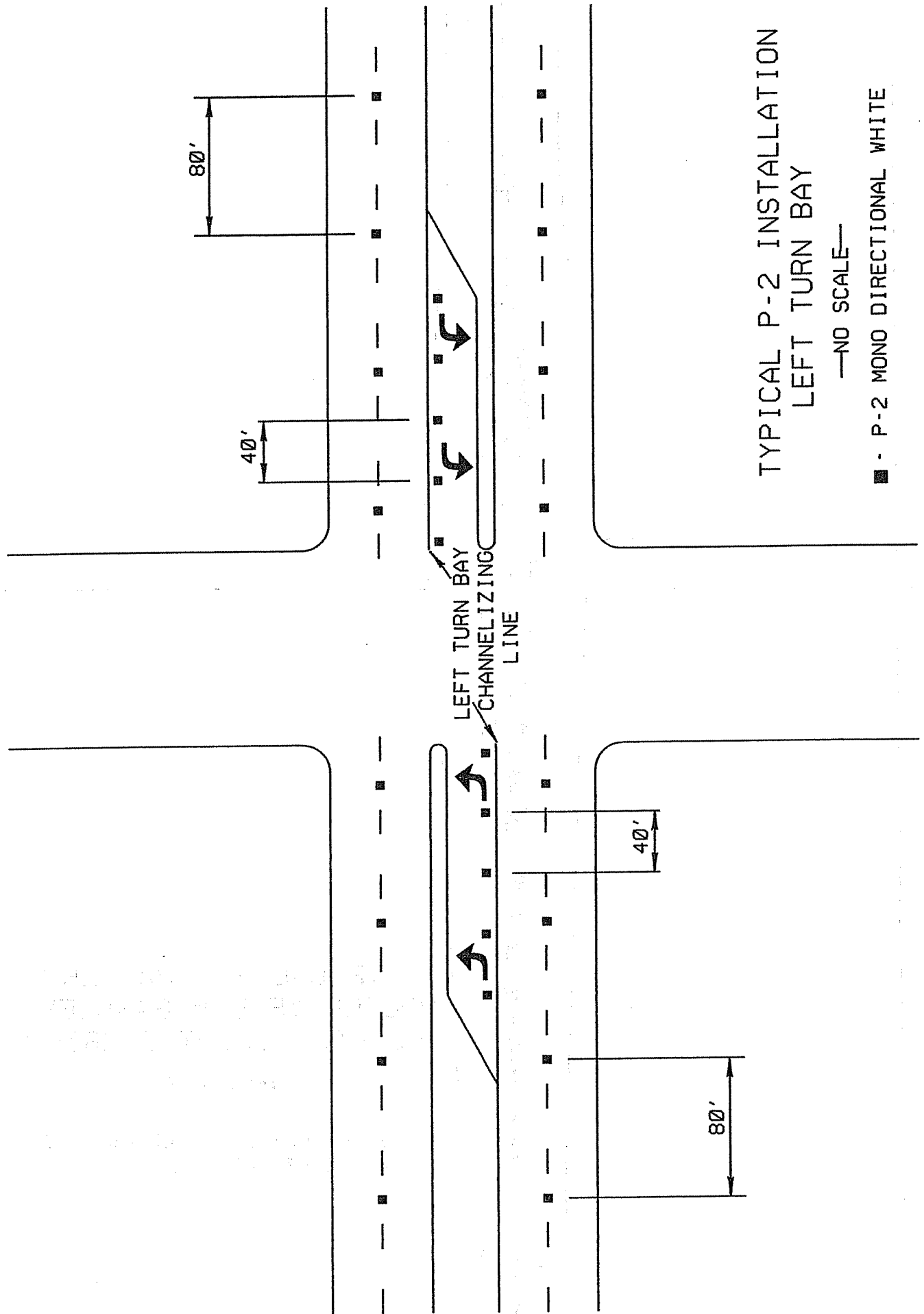
FIRST BI-DIRECTIONAL MARKER APPROACHING INTERCHANGE

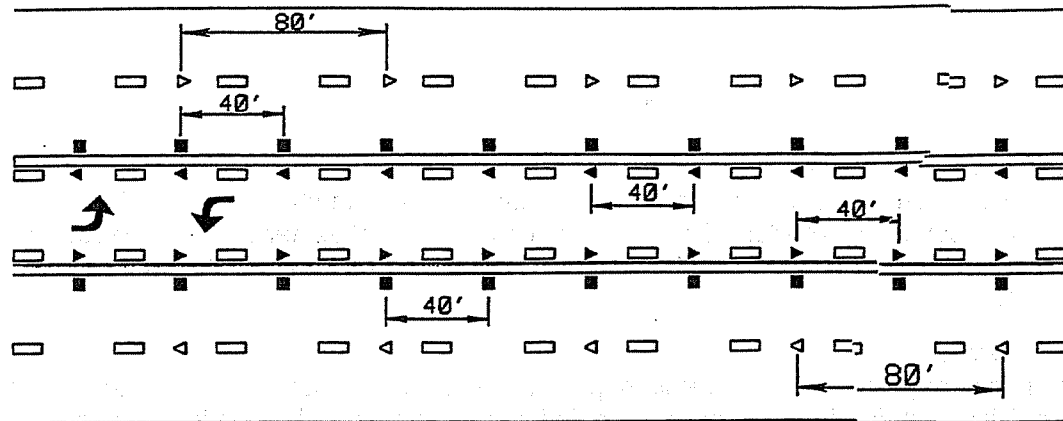


TYPICAL P-2 PATTERN FOR
DOUBLE YELLOW BARRIER LINE
AND LANE SHUNT BARRIER LINE

NO-SCALE —

■ - BI-DIRECTIONAL-YELLOW / YELLOW
AT 40 FT. CENTERS

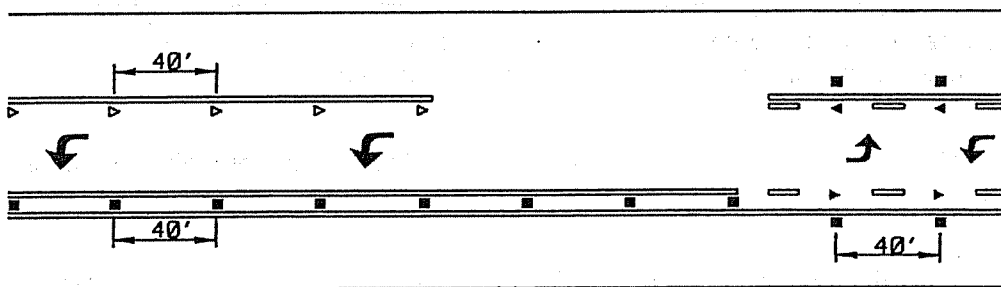




TYPICAL P-2 PATTERN FOR
TWO-WAY LEFT TURN LANE

—NO SCALE—

- ◁ - MONO-DIRECTIONAL (WHITE)
- ▷ - MONO-DIRECTIONAL (YELLOW)
- - BI-DIRECTIONAL (YELLOW/ YELLOW))



TYPICAL P-2 PATTERN FOR
LEFT TURN LANE

—NO SCALE—

- ◁ - MONO-DIRECTIONAL (WHITE)
- ▷ - MONO-DIRECTIONAL (YELLOW)
- - BI-DIRECTIONAL (YELLOW/ YELLOW))

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____