



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

# Request for Quotation

RFQ NUMBER  
**09800193**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
O  
R

S  
H  
I  
P  
T  
O

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED <b>05/04/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **05/14/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		988-88		
<p><b>SHEARING</b></p> <p>TO PROVIDE SHEARING NOT INCLUDING DEBRIS CLEANUP AND CUT SURFACE TREATMENT FOR THE WV DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>CONTACT PERSON: NATHAN THOMAS @ 304-647-7450</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</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 COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

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

---

**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

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



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

# Request for Quotation

RFQ NUMBER  
 09800193

PAGE  
 2

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/04/2008				

BID OPENING DATE: 05/14/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</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>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**09800193**

PAGE  
**3**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/04/2008				

BID OPENING DATE: **05/14/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**09800193**

PAGE  
**4**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
O  
R

S  
H  
I  
P  
T  
O

**DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/04/2008				

BID OPENING DATE: **05/14/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**09800193**

PAGE  
**5**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/04/2008				

BID OPENING DATE: **05/14/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
TITLE: -----  * CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)  NOTICE  A SIGNED BID MUST BE SUBMITTED TO:  DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130  THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: 33 RFQ. NO.: 09800193 BID OPENING DATE: 05/14/2008 BID OPENING TIME: 1:30 PM						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**09800193**

PAGE  
**6**

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

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

**DIVISION OF HIGHWAYS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>05/04/2008</b>				

BID OPENING DATE: **05/14/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ 09800193 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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





**BID SCHEDULE**

<b>Item. No.</b>	<b>Quantity</b>	<b>Description</b>	<b>Unit Price</b>	<b>Amount</b>
1.	50.73 MI	Shoulder miles, shearing not including debris cleanup and cut surface treatment.	_____	_____
2.	7.00 EA	Mobilization	_____	_____
3.	56.21 MI	Site miles	_____	_____
			<b>TOTAL</b>	<b>\$ _____</b>



	Description		
	<p style="text-align: center;">LOCATIONS</p> <p>FAYETTE COUNTY WV 20 MEADOW BRIDGE-LILLY PARK            BEGINNING MP 2.80 ENDING MP 4.00 2 LANES            BEGINNING MP 4.80 ENDING MP 9.55 2 LANES</p> <p>GREENBRIER COUNTY WV 63 CALDWELL - ORGAN CAVE            BEGINNING MP 16.98 ENDING MP 17.28 2 LANES            BEGINNING MP 18.05 ENDING MP 18.55 2 LANES            BEGINNING MP 19.53 ENDING MP 20.51 1 LANE</p> <p>GREENBRIER COUNTY WV 12 ROCKSTOOL RD            BEGINNING MP 2.96 ENDING MP 3.46 2 LANES            BEGINNING MP 3.56 ENDING MP 3.86 1 LANE</p> <p>GREENBRIER COUNTY RENICK - COUNTY LINE            BEGINNING MP 25.50 ENDING MP 25.90 2 LANES            BEGINNING MP 28.02 ENDING MP 29.14 1 LANE            BEGINNING MP 29.29 ENDING MP 29.71 2 LANES            BEGINNING MP 29.88 ENDING MP 30.22 2 LANES            BEGINNING MP 32.62 ENDING MP 34.22 2 LANES</p> <p>MONROE COUNTY US 219 WEIKLE RD CR 219/16            BEGINNING MP 12.43 ENDING MP 12.97 2 LANES</p> <p>MONROE COUNTY US 219 ROCK CAMP - RAINS CORNER            BEGINNING MP 14.86 ENDING MP 15.17 2 LANES            BEGINNING MP 15.48 ENDING MP 15.58 2 LANES            BEGINNING MP 15.80 ENDING MP 16.08 2 LANES</p> <p>MONROE COUNTY US 219 FULLEN RD - SALT SULFUR            BEGINNING MP 20.85 ENDING MP 21.06 2 LANES            BEGINNING MP 21.48 ENDING MP 21.76 2 LANES</p> <p>MONROE COUNTY WV 122 US 219 - HANS CREEK            BEGINNING MP 0.77 ENDING MP 1.20 2 LANES            BEGINNING MP 3.32 ENDING MP 3.68 1 LANE            BEGINNING MP 9.74 ENDING MP 9.84 2 LANES            BEGINNING MP 9.99 ENDING MP 10.29 1 LANE            BEGINNING MP 10.94 ENDING MP 11.84 2 LANES</p> <p>MONROE COUNTY WV 311 SWEET SPRINGS - VA LINE            BEGINNING MP 0.50 ENDING MP 1.20 2 LANES            BEGINNING MP 1.60 ENDING MP 2.50 2 LANES</p> <p>NICHOLAS COUNTY WV 20 GREEN VALLEY -NETTIE            BEGINNING MP 0.54 ENDING MP 1.19 2 LANES            BEGINNING MP 1.52 ENDING MP 2.29 2 LANES            BEGINNING MP 3.23 ENDING MP 6.69 2 LANES            BEGINNING MP 7.72 ENDING MP 10.60 2 LANES</p>		

Description

LOCATIONS

SUMMERS COUNTY WV 3 RALEIGH CO - BEECH RUN  
BEGINNING MP 2.15 ENDING MP 2.53 1 LANES  
BEGINNING MP 4.58 ENDING MP 4.83 1 LANES  
BEGINNING MP 6.01 ENDING MP 7.51 1 LANE

SUMMERS COUNTY WV 20 WV 3/WV 20 - HINTON  
BEGINNING MP 14.11 ENDING MP 14.61 1 LANE

0967-SM5645M-313-025

Description

WORK TO BE DONE CONSISTS OF TRIMMING THE SIDES AND TOPS OF TREES OVER HANGING THE RIGHT-OF-WAY AND BRUSH ENCROACHING ALONG THE ROADSIDE AND/OR SHOULDER. TREE STUMPS SHALL NOT BE CUT NOR LEFT PROTRUDING MORE THAN 4" ABOVE THE GROUND.

WORK SHALL BE DONE IN ACCORDANCE WITH RECOGNIZED AND APPROVED CURRENT METHODS WITH EMPHASIS ON TREE AND BRUSH HEALTH AND SYMMETRY. ALL WORK SHALL BE DONE WITH MINIMUM DAMAGE TO TREES AND BRUSH THAT ARE INTENDED TO REMAIN.

ONLY EQUIPMENT DESIGNED FOR PERFORMANCE OF THE WORK DESCRIBED HEREIN WILL BE ACCEPTABLE FOR OPERATION. THE CONTRACTOR SHALL ENSURE THAT THE EQUIPMENT USED IS IN GOOD REPAIR AND OPERATING CONDITION AT ALL TIMES AND MEETS ALL SAFETY REQUIREMENTS AS ESTABLISHED FOR THIS TYPE OF WORK. THE POWER SHEARING EQUIPMENT SHALL BE CAPABLE OF CUTTING AT DIFFERENT ANGLES, VERTICAL TO HORIZONTAL FROM 0 TO 90 DEGREES WITH AT LEAST TWO ANGLES AT THE SAME TIME BOTH VERTICAL AND HORIZONTAL. THE MAXIMUM HEIGHT OF VERTICAL CUT SHALL BE 30 FEET FOR THE RIGHT-OF-WAY TRIMMER. THE MAXIMUM HORIZONTAL REACH WITH VERTICAL CUT IS 12 FEET. ALL CUTS SHALL BE SMOOTH SAW CUTS. THE SAW BLADES SHALL HAVE AT LEAST TWO SEPARATE RETAINING LOCKING MECHANISMS. THE MAXIMUM DIAMETER CUT WILL NOT BE GREATER THAN 10 INCHES IN DIAMETER PER TREE OR BRUSH LIMB.

THE EQUIPMENT AND PERSONNEL USED TO PERFORM THE WORK SHALL CONFORM TO MEET THE STANDARD AS REQUIRED BY OSHA 29 C.F.R. PARTS 1910.269 AND 1910.333 JOB SKILLS REQUIRED BY OSHA 1910.269 ARE LISTED IN ANNEX B OF ANSI-Z133.1-1994.

THE BOOM SUPPORTING THE SAW BLADES SHALL HAVE A FIBERGLASS ISOLATOR THAT MEETS OSHA REQUIREMENTS FOR INSULATION; TESTED TO 100,000 VOLTS. A COPY OF THE CERTIFICATION SHALL BE MADE AVAILABLE ON REQUEST.

NO EQUIPMENT SHALL BE OPERATED THAT DAMAGES THE PAVEMENT AND MAY ONLY CAUSE NOMINAL RUTTING TO TURF SURFACES.

THE WEST VIRGINIA DIVISION OF HIGHWAYS SHALL PERFORM ALL MAINTENANCE OF TRAFFIC AND DEBRIS CLEANUP.

	Description		
	<p>POWER SHEARING OF TREES AND BRUSH SHALL BE ACCOMPLISHED IN A CONTINUOUS FORWARD MOTION. THE HORIZONTAL GROWTH FROM 0' TO TREE LINE AND THE HEIGHT OF THE CUT SHALL NOT EXCEED 30 FEET. THE TOP 7 FEET MAY BE CUT AT ANY ANGLE FROM VERTICAL TO HORIZONTAL AT THE WEST VIRGINIA DIVISION OF HIGHWAYS OPTION. ALL WORK SHALL BE ACCOMPLISHED WITHIN THE WEST VIRGINIA DIVISION OF HIGHWAYS RIGHT-OF-WAY.</p> <p>PAYMENT SHALL BE PER SHOULDER MILE OR PORTION THERE OF FOR ACTUAL SHEARING FOR INITIAL MOBILIZATION INTO DISTRICT AND/OR FOR SITE MOBILIZATION. A SHOULDER MILE IS DEFINED AS ONE MILE MEASURED ON THE RIGHT HAND SIDE OR TRAVEL DIRECTION OF THE ROADWAY. THE WVDOH WILL MARK THE BEGINNING AND ENDING POINTS OF WORK FOR EACH SITE.</p> <p>THE INITIAL MOBILIZATION WILL BE PAID PER EACH. THIS IS TO MOBILIZE INTO THE DISTRICT TO BEGIN OPERATIONS. THIS WILL BE PAID EACH TIME THE CONTRACTOR MOBILIZES INTO A DISTRICT. SUBSEQUENT, MOBILIZATIONS MAY BE PAID PER EACH OR PER MILE AT THE DIVISION OF HIGHWAYS DISCRETION.</p> <p>MOBILIZATION SHALL INCLUDE ALL EQUIPMENT, LABOR, AND MATERIALS NECESSARY TO PERFORM THE WORK IN A SATISFACTORY AND EFFICIENT MANNER. INCLUDING RIGHT-OF-WAY TRIMMER AND SERVICES VEHICLES IF NEEDED.</p> <p>MOBILIZATION PER SITE WILL BE TO MOVE FROM ONE AREA TO THE NEXT. THIS WILL BE PAID ON A PER MILE BASIS MEASURED FROM THE END OF WORK AT ONE SITE TO THE BEGINNING OF WORK AT THE NEXT SITE.</p> <p>DAYLIGHT AND TRAFFIC CONDITION PERMITTING HOURS OF WORK WILL BE (5) FIVE DAYS A WEEK, 10 HOURS PER DAY. WORK TO BEGIN WITHIN 15 DAYS OF NOTIFICATION.</p> <p>THE CONTRACTOR AND THE STATE SHALL AGREE AT THE END OF EACH DAY OF THE AMOUNT OF WORK PERFORMED AND EACH SHALL SIGN A DOCUMENT ATTESTING TO THE AMOUNT. A COPY OF THIS SHALL BE PROVIDED WITH THE INVOICE.</p>		

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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

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

