


Solicitation Response(SR) Dept: 0310 ID: ESR1129170000002351 Ver.: 1 Function: New Phase: Final

Modified by batch , 11/30/2017

Header  1



General Information   Contact   Default Values   Discount   Document Information

<b>Procurement Folder:</b> 391704	<b>SO Doc Code:</b> ARFQ
<b>Procurement Type:</b> Agency Contract - Fixed Amt	<b>SO Dept:</b> 0310
<b>Vendor ID:</b> 000000203375	<b>SO Doc ID:</b> DNR1800000020
<b>Legal Name:</b> KELLY PAVING INC	<b>Published Date:</b> 11/3/17
<b>Alias/DBA:</b>	<b>Close Date:</b> 11/30/17
<b>Total Bid:</b> \$130,325.00	<b>Close Time:</b> 13:30
<b>Response Date:</b> 11/29/2017	<b>Status:</b> Closed
<b>Response Time:</b> 12:11	<b>Solicitation Description:</b> Ravenswood Boat Ramp and Parking Area Resurfacing
	<b>Total of Header Attachments:</b> 1
	<b>Total of All Attachments:</b> 1



**State of West Virginia  
Request For Quotation**

**Procurement Folder :** 391704

**Document Description :** Ravenswood Boat Ramp and Parking Area Resurfacing

**Procurement Type :** Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2017-11-03	2017-11-30 13:30:00	ARFQ 0310 DNR1800000020	1	Final

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	<b>Vendor Name, Address and Telephone</b>

**FOR INFORMATION CONTACT THE**

Angela W Negley  
(304) 558-3397  
angela.w.negley@wv.gov

Signature X *Roger Thomas*

FEIN # 55-0583614

DATE 11/30/17

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Reissuance of ARFQ DNR18\*4. Only bidders who attended the mandatory pre-bid on 10/25/17, are eligible to bid. This reissuance includes Addendum No. 01. The reissuance is necessitated due to an OASIS system error.

The West Virginia Division of Natural Resources is soliciting bids on behalf of the Wildlife Resources Section, to establish a contract for the one-time repair, repaving and repainting of the Ravenswood boat ramp parking area, per the bid requirements, specifications, terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION 324 4TH AVE SOUTH CHARLESTON WV25303 US		DIVISION OF NATURAL RESOURCES WILDLIFE RESOURCES SECTION - DISTRICT VI 2311 OHIO AVE PARKERSBURG WV 26101-2559 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Highway and road paving service				

Commodity Code	Manufacturer	Model #	Specification
72141103			

**Extended Description**  
 Highway and road paving service

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting at 10 am	2017-10-25
2	Technical Question Deadline at 9 am	2017-11-08

<b>DNR180000020</b>	<b>Document Phase</b> Final	<b>Document Description</b> Ravenswood Boat Ramp and Parking Area Resurfacing	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



State of West Virginia  
Request For Quotation

Procurement Folder : 391704

Document Description : Ravenswood Boat Ramp and Parking Area Resurfacing

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2017-11-03	2017-11-30 13:30:00	ARFQ 0310 DNR1800000020	1	

**SUBMIT RESPONSES TO:**

BID RESPONSE  
DIVISION OF NATURAL RESOURCES  
PROPERTY & PROCUREMENT OFFICE  
324 4TH AVE  
SOUTH CHARLESTON  
US

WV 25303-1228

**VENDOR**

Vendor Name, Address and Telephone

**FOR INFORMATION CONTACT THE**

Angela W Negley  
(304) 558-3397  
angela.w.negley@wv.gov

Signature X

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	Document Phase	Document Description	Page 3
DNR180000020		Ravenswood Boat Ramp and Parking Area Resurfacing	of 3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**  
**West Virginia Division of Natural Resources**  
**Agency Delegated Procurements Over \$25,000**

**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 a Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. 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:

October 25, 2017, at 10:00 am  
220 Riverfront Park  
Ravenswood, WV  
Please meet in front of the Washington Western Lands Museum.

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 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.



**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**  
**West Virginia Division of Natural Resources**  
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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 (5) 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 Property and Procurement Office. 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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: November 1, 2017, at 9 am

Submit Questions to:

West Virginia Division of Natural Resources

Property and Procurement Office

Attention: Angela White Negley

South Charleston, WV 25303

Fax: (304) 558-2165 (Vendors should not use this fax number for bid submission)

Email: [Angela.W.Negley@wv.gov](mailto:Angela.W.Negley@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Property and Procurement Office is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. The Property and Procurement Office will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**  
**West Virginia Division of Natural Resources**  
**Agency Delegated Procurements Over \$25,000**

The bid delivery address is:

West Virginia Division of Natural Resources  
Property and Procurement Office  
**BID RESPONSE**  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the West Virginia Division of Natural Resources.:

**SEALED BID:**

<b>BUYER:</b>	Angela White Negley
<b>SOLICITATION NUMBER:</b>	ARFQ DNR1800000014
<b>SOLICITATION CLOSING DATE:</b>	November 16, 2017
<b>SOLICITATION CLOSING TIME:</b>	1:30 pm
<b>FAX NUMBER:</b>	304-558-3397

The Property and Procurement Office may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** 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 \_\_\_\_\_ convenience copies of each to the Property and Procurement Office 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:** (This only applies to ARFP)

- 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Property and Procurement Office time clock (in the case of hand delivery).

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**  
**West Virginia Division of Natural Resources**  
**Agency Delegated Procurements Over \$25,000**

Bid Opening Date and Time: November 16, 2017, at 1:30 pm

Bid Opening Location:  
West Virginia Division of Natural Resources  
Property and Procurement Office  
324 4<sup>th</sup> Avenue  
South Charleston, WV 25303

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Property and Procurement Office. 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.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. COMMUNICATION LIMITATIONS:** In accordance with Division of Natural Resources Series IV Purchasing Guidelines and Procedures §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 Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid any applicable fees.

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**  
**West Virginia Division of Natural Resources**  
**Agency Delegated Procurements Over \$25,000**

- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the W. Va. Code § 5A-3-37 and the W. Va. Code R. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. Code R. § 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. Code R. § 148-22-9 prior to contract award 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. Code R. § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES:** The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE:** The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.
- 20. ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1.f. and §6.4.b.

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**  
**West Virginia Division of Natural Resources**  
**Agency Delegated Procurements Over \$25,000**

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET(S), OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Property and Procurement Office a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, that subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

**GENERAL TERMS AND CONDITIONS:  
West Virginia Division of Natural Resources  
Agency Delegated Procurements Over \$25,000**

- 1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Chief Procurement Officer, or his or her 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"** means the West Virginia Division of Natural Resources.
- 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
- 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- 2.4. "Chief Procurement Officer"** means the Chief Procurement Officer of the Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.
- 2.5. "Property and Procurement Office"** means the section within the Division headed by the Chief Procurement Officer and its personnel.
- 2.6. "Director of the Purchasing Division"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.7. "Award Document"** means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.8. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.
- 2.9. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.10. "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.
- 2.11 "Will", "Shall" and "Must"** identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

**GENERAL TERMS AND CONDITIONS:  
West Virginia Division of Natural Resources  
Agency Delegated Procurements Over \$25,000**

**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 Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office 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 or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one (1) year from the date the delivery order is issued. No delivery 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 sixty (60) days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one (1) year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

**GENERAL TERMS AND CONDITIONS:  
West Virginia Division of Natural Resources  
Agency Delegated Procurements Over \$25,000**

**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 Award Document 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, and Attorney General's office.

**6. EMERGENCY PURCHASES:** Chief Procurement Officer 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 Chief Procurement Officer, shall not constitute 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.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Property and Procurement Office by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 bid. The performance bond must be received by the Property and Procurement Office prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.



**GENERAL TERMS AND CONDITIONS:  
West Virginia Division of Natural Resources  
Agency Delegated Procurements Over \$25,000**

**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 delivered to the Property and Procurement Office prior to Contract award.

**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 Property and Procurement Office prior to Contract award.

**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 Property and Procurement Office.

West Virginia Contractors License

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.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancellation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. 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 in this section.

**GENERAL TERMS AND CONDITIONS:  
West Virginia Division of Natural Resources  
Agency Delegated Procurements Over \$25,000**

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of:  
\$1,000,000.00 \_\_\_\_\_
- Automobile Liability Insurance** in at least an amount of: \$100,000.00
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_
- Commercial Crime and Third-Party Fidelity Insurance** in an amount of: \_\_\_\_\_
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- 
- 
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**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LITIGATION BOND:** The Chief Procurement Officer 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 Property and Procurement Office. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Property and Procurement Office. 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.

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**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of  
(\$250) two hundred and fifty

for each calendar day

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.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. 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.

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**19. CANCELLATION:** The Chief Procurement Officer 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 Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. 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.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**23. 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.

**24. 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 Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Property and Procurement Office and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. 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.

**26. 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 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.

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**27. 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 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, Property and Procurement Office approval may or may not be required on certain agency delegated or exempt purchases.

**28. 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.

**29. 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.

**30. 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.

**31. PRIVACY, SECURITY, AND 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>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., 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

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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 Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document 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.

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

**36. 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.

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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.

**37. 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.

**38. PURCHASING AFFIDAVIT:** In accordance with W.Va. Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Property and Procurement Office affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned, Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.

**41. REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:

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Such reports as the Agency 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

**42. 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 hearth, 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:

c. 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

d. 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.

**43. 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



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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 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.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within fifteen (15) days after receiving the supplemental disclosure of interested parties.

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**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:           Kelly Paving, Inc.            
Contractor's License No.: WV-           001884          

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the Property and Procurement Office. For contracts of \$25,000 or less, the public authority shall be the agency section issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of W. Va. 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. 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. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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**6. LOCAL LABOR MARKET HIRING REQUIREMENT:** Pursuant to WV. Va. Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm, or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

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**7. DAVIS-BACON AND RELATED ACT WAGE RATES:**

The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure 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 section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Property and Procurement Office within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Property and Procurement Office's request for the subcontractor list.

**a. Required Information.** The subcontractor list must contain the following information:

**i.** Bidder's name

**ii.** Name of each subcontractor performing more than \$25,000 of work on the project.

**iii.** The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

**iv.** If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

**b. Subcontractor List Submission Form:** The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

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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:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

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Subcontractor List Submission (Construction Contracts Only)

**Bidder's Name:**  Kelly Paving, Inc.

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
Boca Construction	WV006436
Mid Atlantic Maintenance	WV047493

Attach additional pages if necessary

**GENERAL TERMS AND CONDITIONS:  
West Virginia Division of Natural Resources  
Agency Delegated Procurements Over \$25,000**

**ADDITIONAL TERMS AND CONDITIONS  
(Architectural and Engineering Contracts Only)**

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Property and Procurement Office buyer by the Agency section. The Property and Procurement Office buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Property and Procurement Office at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. 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. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.



**GENERAL TERMS AND CONDITIONS:  
West Virginia Division of Natural Resources  
Agency Delegated Procurements Over \$25,000**

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Roger Thomas, VP  
(Name, Title)  
Roger Thomas, Vice President  
P.O. Box 366 Williamstown, WV 26187  
(Printed Name and Title)  
304-424-7353/740-373-6505  
(Address)  
rthomas@shellyandsands.com  
(Phone Number) / (Fax Number)  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Kelly Paving, Inc.  
(Company)  
Roger Thomas VP  
(Authorized Signature) (Representative Name, Title)  
Roger Thomas, Vice President  
(Printed Name and Title of Authorized Representative)  
11/30/17  
(Date)  
304-424-7353/740-373-6505  
(Phone Number) (Fax Number)

**GENERAL TERMS AND CONDITIONS:  
West Virginia Division of Natural Resources  
Agency Delegated Procurements Over \$25,000**

**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)*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> 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.

Kelly Paving, Inc.

Company

  
Authorized Signature

11/30/17

Date

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

**REQUEST FOR QUOTATION**  
West Virginia Division of Natural Resources-Wildlife Resources Section  
Asphalt Resurface and Line Striping of Ravenswood Boat Ramp Parking Area

---

**GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

- 1. PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids to establish a contract for the following:

Description of Project:

The one-time repair, repaving, and repainting of the Ravenswood boat ramp parking area which is approximately 6,000 square yards in size. Vendor to verify all measurement at Mandatory Pre-Bid Meeting.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

- 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 and in the Project Plans as defined below.

**2.1 "Construction Services"** means repair, repaving, and repainting of the Ravenswood boat ramp parking area as more fully described in the Project Plans.

**2.2 "Form of Proposal"** means the form on which Vendor should list its proposed bid, and is attached hereto as Exhibit A.

**2.3 "Solicitation"** means the official notice of an opportunity to supply the State with Construction Services.

**2.4 "Project Plans"** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.

- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

## REQUEST FOR QUOTATION

West Virginia Division of Natural Resources-Wildlife Resources Section  
Asphalt Resurface and Line Striping of Ravenswood Boat Ramp Parking Area

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4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least five (5) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** If the Pricing Pages contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans and any available manufactures recommendations for installation, and the most current version of the International Building Code.
8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.  
  
**X No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.

## REQUEST FOR QUOTATION

West Virginia Division of Natural Resources-Wildlife Resources Section  
Asphalt Resurface and Line Striping of Ravenswood Boat Ramp Parking Area

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- **Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

### 10. CONDITIONS OF THE WORK

**10.1. Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

**10.2. Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

**10.3. Standard Work Hours:** The standard hours of work for this Contract will be during daylight hours Monday through Friday excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

**10.4. Project Closeout:** Project Closeout shall include the following:

**10.4.1. Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

**10.4.1.1.** Removal of any excess materials.

**10.4.2. Final Inspection:** Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

**REQUEST FOR QUOTATION**

West Virginia Division of Natural Resources-Wildlife Resources Section  
Asphalt Resurface and Line Striping of Ravenswood Boat Ramp Parking Area

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**10.4.3. Final Payment:** Upon satisfactory completion of the project the vendor will provide the Agency with an "Affidavit of Debts and Claims" on a form prescribed by the agency prior to release of any retainage or final payment.

**11. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**11.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**11.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

**11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

**11.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

**12. MISCELLANEOUS:**

**12.1. 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:** Roger Thomas

**Telephone Number:** 304-424-7353

**Fax Number:** 740-373-6505

**Email Address:** rthomas@shellyandsands.com

EXHIBIT A - PRICING PAGE

Ravenswood Boat Ramp Area  
Asphalt Resurface and Line Striping

Name of Vendor:

Kelly Paving, Inc.

Address of Vendor:

P.O. Box 366  
Williamstown, WV 26187

Phone Number of  
Vendor:

304-424-7353

WV Contractors License  
No.

WV001884

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to vendors, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

**Base Bid**

The Base Bid shall consist of asphalt resurface and line striping at Ravenswood boat ramp area as detailed by the contract documents. The total of all items shall be summarized as the Total Base Bid in the space indicated below.

Total Base Bid: Lump sum  
for all labor, materials, and  
equipment as stipulated in  
the Bidding Documents,  
**written in numbers.**

\$ 130,325.00

Total Base Bid: Lump sum  
for all labor, materials, and  
equipment as stipulated in  
the Bidding Documents,  
**written in words.**

One hundred thirty thousand three  
hundred twenty five dollars and no  
cents

The contract award shall be based on the lowest total base bid.

## EXHIBIT B – Project Plans and Specifications

### **13.1 Mandatory Contract Services Requirements and Deliverables:**

Contract Services must meet or exceed the mandatory requirements listed below

#### **13.1.1 General Requirement**

13.1.1.1 Vendor shall provide the Agency with a schedule of work at least seven calendar days prior to the start of work.

13.1.1.2 Vendor shall not schedule work over a weekend.

13.1.1.3 Vendor shall provide safety barriers around the work area to exclude vehicular access during the project.

#### **13.1.2 Site Preparation**

13.1.2.2 The vendor shall furnish all labor, material and equipment to prepare the existing parking area shown in (Exhibit C)

13.1.2.3 Preparation shall be such that a smooth transition is obtained from newly paved areas to the existing entrance road, walkway, and drainage structures, and exiting areas.

13.1.2.4 Vendor shall mill 1.5-inches of existing asphalt from the existing parking area.

13.1.2.5 Vendor must repair all potholes, deformed areas, and deteriorating asphalt prior to paving.

13.1.2.6 Vendor shall repair potholes by excavating or milling the area around the hole until stable asphalt is encountered, scarifying the exposed substrate, and compacting recycled millings into the hole until it is level with existing grade. If recycled millings are unavailable crusher run may be substituted.

13.1.2.7 Prior to paving the existing lot shall be cleared of all debris and swept.



### **13.1.3 Paving**

**13.1.3.2** The vendor shall furnish all labor, material and equipment.

**13.1.3.3** Vendor shall treat the existing surface with an asphalt tack coat prior to placing asphalt.

**13.1.3.4** Vendor shall pave parking area by placing and compacting a 1.5- inch lift of Hot Mix Asphalt Wearing Course- I asphalt as specified in Table 401.4.2A and 401.2 of WVDOH Standard Specifications for Roads and Bridges see (Exhibit D) and (Exhibit E)

### **13.1.4 Striping and Painting**

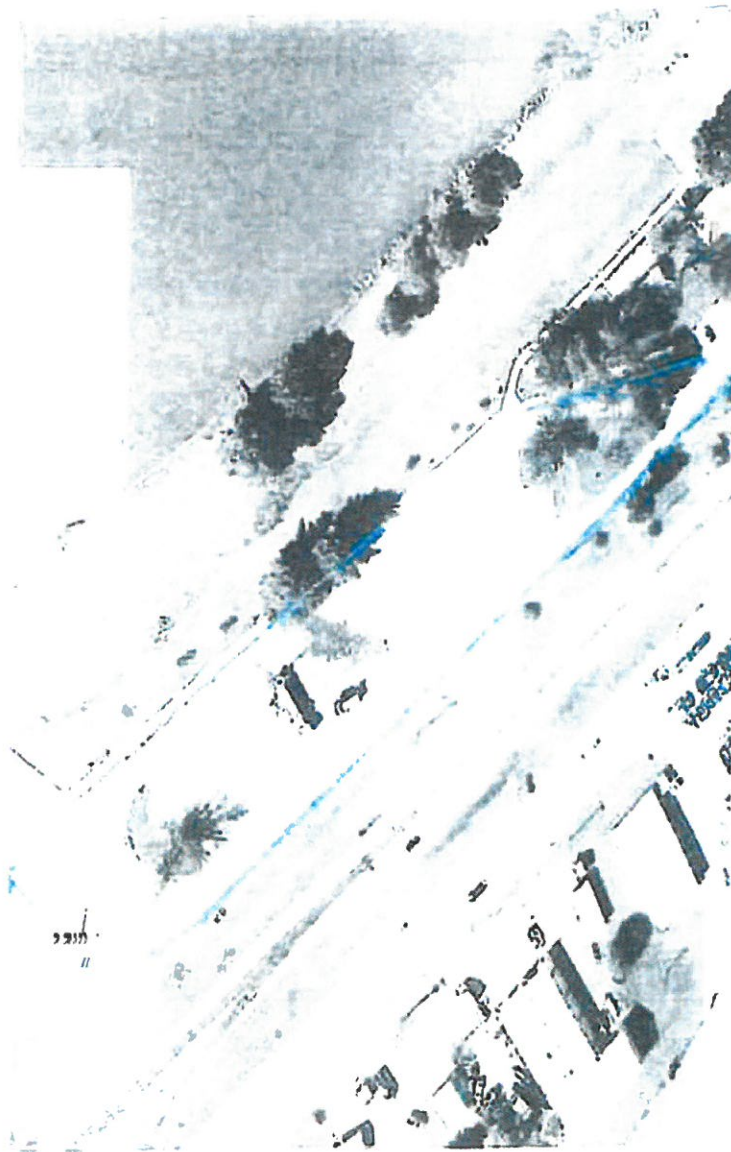
**13.1.4.2** The vendor shall furnish all labor, material and equipment to paint and restripe the newly repaved parking area.

**13.1.4.3** Vendor shall paint the parking lot in the same configuration as the current parking lot.

**13.1.4.4** Vendor shall use compatible white striping paint which meets recommendations by the coal tar emulsion manufacturer.

# Exhibit C

Exhibit C: Overhead view of Ravenswood Boat Ramp  
Parking Area to be repaved.



# Exhibit D

## SECTION 401 HOT-MIX ASPHALT BASE, WEARING, AND PATCHING AND LEVELING COURSES

### 401.1-DESCRIPTION:

This work shall consist of constructing one or more courses of hot-mix asphalt (HMA), mixed mechanically in a plant, composed of aggregate and asphalt material designed in accordance with either the Marshall or Superpave Design System as specified in the contract documents, on a prepared foundation in accordance with these specifications and in reasonable close conformity with the lines, grades, weights or thicknesses, and cross sections shown on the Plans or established by the Engineer.

The unit of measurement for HMA will be by the ton (metric ton), square yard (square meter) or cubic yard (cubic meter).

The work will be accepted in accordance with these Specifications and the applicable requirements of Sections 105, 106, and 109.

### 401.2-MATERIALS:

The materials shall conform to the following requirements:

MATERIAL	SUBSECTION	PG BINDER GRADE
Performance Graded Binders	705.5	Standard grade shall be a PG 64-22.
Coarse Aggregate	703.1 thru 703.3 * and *** (See MP 401.02.28 for exceptions and additions required for Superpave Items.)	PG 70-22** shall be used on projects specified with over 20 million ESALs.
Fine Aggregate	702.3 (See MP 401.02.28 for additions required for Superpave Items)	Any deviation from the above criteria will be specified in contract documents.
Mineral Filler	702.4	

\* The total shale, coal and other lightweight deleterious material and friable particles shall not exceed 3%.

\*\* PG 64-22 Binder may be used in HMA placed below the top two lifts. Scratch courses and patching-and-leveling are not identified as lifts.

\*\*\* When slag is specified in the contract, the coarse aggregate shall be slag which meets the requirements of 703.3, except as amended in this subsection.

# Exhibit E

## DOH STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES

Table 401A.2a design aggregate gradation requirements for Marshall mix designs.

TYPE OF MIX	Base-I	Base-II (Patch & Level)	Wearing-IV	Wearing-I (Scratch-I)	Wearing-III (Scratch-III)
	Nominal Maximum Size				
SIEVE SIZE	1½ in (37.5 mm)	¾ in (19 mm)	¾ in (19 mm)	3/8 in (9.5 mm)	No.4 (4.75 mm)
2 in (50 mm)	100	-	-	-	-
1 ½ in (37.5 mm)	90 - 100	-	-	-	-
1 in (25 mm)	90max	100	100	-	-
¾ in (19 mm)	-	90- 100	90-100	-	-
½ in (12.5 mm)	-	90max	90max	100	-
3/8 in (9.5 mm)	-	-	-	85 - 100	100
No. 4 (4.75 mm)	-	-	47min	80max	90 - 100
No. 8 (2.36 mm)	15 - 36	20-50	20- 50	30-55	90max
No. 16 (1.18 mm)	-	-	-	-	40-65
No. 30 (600 µm)	-	-	-	-	-
No. 50 (300 µm)	-	-	-	-	-
No. 200 (75 µm)	1.0- 6.0	2.0 - 8.0	2.0- 8.0	2.0 - 9.0	3.0 - 11.0

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

*"Interested party" or "Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: Kelly Paving, Inc.

Address: P.O. Box 366 Williamstown, WV 26187

Contracting business entity's authorized agent: Roger Thomas

Address: P.O. Box 366 Williamstown, WV 26187

Number or title of contract: ARFQ 0310 DNR1800000020

Type or description of contract: Ravenswood Boat Ramp and Parking Area Resurfacing

Governmental agency awarding contract: Division of Natural Resources

Names of each interested party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

Signature: Roger Thomas Date Signed: 11/30/17

Check here if this is a Supplemental Disclosure.

Verification

State of West Virginia, County of Wood

I, Roger Thomas, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 30th day of November, 2017.



Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency:

Date submitted to Ethics Commission:

Governmental agency submitting Disclosure:



**State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5**

**STATE OF WEST VIRGINIA,**

**COUNTY OF** Wood **, TO-WIT:**

I, Roger Thomas, after being first duly sworn, depose and state as follows:

1. I am an employee of Kelly Paving, Inc.; and,  
(Company Name)
2. I do hereby attest that Kelly Paving, Inc.  
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: Roger Thomas  
 Signature: *Roger Thomas*  
 Title: Vice President  
 Company Name: Kelly Paving, Inc.  
 Date: 11/30/17

Taken, subscribed and sworn to before me this 30th day of November, 2017

By Commission expires May 14, 2021

(Seal)



*Kathy S. Flinn*  
 (Notary Public)

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: ARFQ 0310 DNR1800000020

Contract Purpose: Resurfacing

Agency Requesting Work: Division of Natural Resources

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- 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 Contact Information:**

Vendor Name: Kelly Paving, Inc.

Vendor Telephone: 304-424-7353

Vendor Address: P.O. Box 366  
Williamstown, WV 26187

Vendor Fax: 740-373-6505

Vendor E-Mail: rthomas@shellyandsands.com



Agency WVDNR  
REQ. P. O# ARFQ DNR18\*20

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Kelly Paving, Inc.  
of Williamstown WV, as Principal, and Ohio Farmers Insurance Company/  
Travelers Casualty and Surety Company of America  
of Richfield/Independence OH/OH, a corporation organized and existing under the laws of the State of OH/CT  
with its principal office in the City of Richfield/Independence, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligees, in the penal sum of Five Percent of Amount Bid Plus Add Alternates (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Ravenswood Boat Ramp Parking Area

NOW THEREFORE,

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligees may accept such bid, and said Surety does hereby  
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal Individually if Principal is an individual, this 30th day of November, 2017.

Principal Seal

Kelly Paving, Inc.  
(Name of Principal)  
By Roger Thomas  
(Must be President, Vice President, or  
Duly Authorized Agent)

Vice President  
(Title)

Surety Seal

Ohio Farmers Insurance Company/  
Travelers Casualty and Surety Company of America  
(Name of Surety)

Lori A. Proch  
Lori A. Proch Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
must attach a power of attorney with its seal affixed.

General  
Power  
of Attorney

POWER NO. 3417352 13

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**LOUIS A. COLAGROSSI, MARK N. COLEMAN, BRUCE W. LOCKHART, LORI A. PROCH, GARY E. ROADRUCK, KYP L. ROSS, JEREMY S. BALL, STEPHANIE A. ROOK, LINKA V. ROESER, FAITH A. STUDENY, MARY ANN COPLEY, TERESA BENNETT, SUE A. BRANDAL, KRISTINE M. HEINRICH, NICOLE GREEN, GAIL BAKER, JOINTLY OR SEVERALLY**

of **RICHFIELD** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 11th day of **OCTOBER** A.D., 2017.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

**Dennis P. Baus, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this 11th day of **OCTOBER** A.D., 2017, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*

**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **30th** day of **November**, A.D., 2017



*Frank A. Carrino*  
**Frank A. Carrino, Secretary**

# West Virginia Offices of the Insurance Commissioner



## Certificate of Authority

Whereas, **OHIO FARMERS INSURANCE COMPANY**, domiciled in the State of **OHIO**, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

CASUALTY - ARTICLE 1, SECTION 10(e)  
FIRE - ARTICLE 1, SECTION 10(c)  
MARINE - ARTICLE 1, SECTION 10(d)  
SURETY - ARTICLE 1, SECTION 10(f) (1)  
SURETY - ARTICLE 1, SECTION 10(f) (2)  
SURETY - ARTICLE 1, SECTION 10(f) (3)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2018, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2017.

A handwritten signature in cursive script, reading "Allan L. McVey".

Allan L. McVey  
Insurance Commissioner

NAIC # 24104  
Legacy State ID # 0558

**Financial  
Statement**

**Ohio Farmers Insurance Co.**

December 31, 2016

Westfield Center, Ohio 44251-5001

**OHIO FARMERS INSURANCE COMPANY  
BALANCE SHEET  
DECEMBER 31, 2016  
(in thousands)**

Cash, cash equivalents, and short term investments	67,607
Bonds	466,965
Stocks	157,642
Subsidiaries	1,937,213
Real estate	55,762
Premiums receivable	123,134
Other assets	156,381
<b>Total admitted assets</b>	<b><u>2,964,704</u></b>
Reserve for unearned premiums	168,559
Reserve for unpaid losses and loss expenses	308,833
Reserve for taxes and other liabilities	275,444
<b>Total liabilities</b>	<b>752,836</b>
Surplus to policyholders	<u>2,211,868</u>
Total surplus	2,211,868
Total liabilities and surplus	<b><u>2,964,704</u></b>

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of ~~Ohio~~ West Virginia and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2016.

Attest:

*Frank Carrino*

Frank A. Carrino  
Group Legal Leader, Secretary

*Deunis P. Baus*

Deunis P. Baus  
National Surety Leader  
Senior Executive



Sworn to before me this 8<sup>th</sup> day of February A.D. 2017.

*David A. Kotnik*

David A. Kotnik  
Attorney at Law  
Notary Public – State of Ohio



My Commission Does Not Expire  
Sec. 147.03 Ohio Revised Code



**POWER OF ATTORNEY**

**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

Attorney-In-Fact No. **232577**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Lorf A Proch, of the City of Richfield, State of Ohio, their true and lawful Attorney-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this Instrument to be signed and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**


**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**



State of Connecticut

City of Hartford ss.

By:

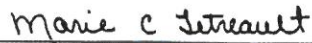
  
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof,** I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:


**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of Indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of Indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which will remain in full force and effect through December 31, 2018.



Kevin E. Hughes, Assistant Secretary

Dated this 30<sup>th</sup> day of November, 2017



**To verify the authenticity of this Power of Attorney, call 1-800-421-3880 to contact us. Please refer to the Attorney-In-Fact number, the above-named individual and the details of the bond to which the power is attached.**

# West Virginia Offices of the Insurance Commissioner



## Certificate of Authority

Whereas, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, domiciled in the State of CONNECTICUT, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

ACCIDENT & SICKNESS - ARTICLE 1, SECTION 10(b)  
CASUALTY - ARTICLE 1, SECTION 10(e)  
CASUALTY - ARTICLE 1, SECTION 10(e)(14)  
FIRE - ARTICLE 1, SECTION 10(c)  
MARINE - ARTICLE 1, SECTION 10(d)  
SURETY - ARTICLE 1, SECTION 10(f) (1)  
SURETY - ARTICLE 1, SECTION 10(f) (2)  
SURETY - ARTICLE 1, SECTION 10(f) (3)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2018, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2017.

Handwritten signature of Allan L. McVey.

Allan L. McVey  
Insurance Commissioner

NAIC # 31194  
Legacy State ID # 0069

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2017

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 3,525,421,265	UNEARNED PREMIUMS	\$ 904,997,775
STOCKS	328,472,775	LOSSES	781,901,758
PREMIUM BALANCES	261,412,151	LOSS ADJUSTMENT EXPENSES	189,941,104
CASH AND INVESTED CASH	172,294,866	COMMISSIONS	28,428,109
INVESTMENT INCOME DUE AND ACCRUED	40,123,817	TAXES, LICENSES AND FEES	11,095,043
OTHER INVESTED ASSETS	2,868,211	OTHER EXPENSES	29,895,841
NET DEFERRED TAX ASSET	69,749,977	CURRENT FEDERAL AND FOREIGN INCOME TAXES	18,745,524
REINSURANCE RECOVERABLE	20,582,865	REMITTANCES AND ITEMS NOT ALLOCATED	5,026,404
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	4,867,728	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	72,807,335
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	12,527,878	RETROACTIVE REINSURANCE RESERVE ASSUMED	935,619
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	626,835	POLICYHOLDER DIVIDENDS	9,813,121
OTHER ASSETS TRI-PARTY/TAX CREDIT BONDS	5,048,300	PROVISION FOR REINSURANCE	3,555,060
OTHER ASSETS	232,986	ADVANCE PREMIUM	1,031,908
		PAYABLE FOR SECURITIES LENDING	4,867,728
		PAYABLE FOR SECURITIES	36,208,262
		OTHER LIABILITIES TRI-PARTY/TAX CREDIT BONDS	573,123
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,718,870
		OTHER ACCRUED EXPENSES AND LIABILITIES	747,244
		<b>TOTAL LIABILITIES</b>	<b>\$ 2,146,889,826</b>
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,780
		OTHER SURPLUS	1,857,056,086
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 2,297,339,826</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,444,229,652</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,444,229,652</b>

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2017.

*Michael J. Doody*  
 SECOND VICE PRESIDENT

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 17TH DAY OF AUGUST, 2017

SUSAN M. WEISSELEDER  
 Notary Public  
 My Commission Expires November 30, 2017





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: Kelly Paving, Inc.

Authorized Signature: Page Thomas Date: 11/30/17

State of West Virginia

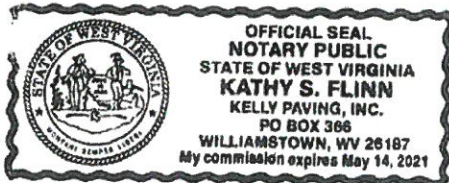
County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 30 day of November, 20 17

My Commission expires May 14, 20 21

**AFFIX SEAL HERE**

**NOTARY PUBLIC**



Page Thomas  
Purchasing Affidavit (Revised 08/01/2016)

# **Addendum No. 01**

**SOLICITATION NUMBER: ARFQ DNR18\*20 (Previously ARFQ DNR 18\*14)**

**Addendum Number: No. 1**

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

**Applicable Addendum Category:**

- [ x ] Modify bid opening date and time
- [ X ] Modify specifications of product or service being sought
- [ ] Attachment of vendor questions and responses
- [ X ] Attachment of pre-bid sign-in sheet
- [ ] Correction of error
- [ ] Other

**Description of Modification to Solicitation:**

Addendum issued to change bid opening date and the question submission deadline as a result of the change of specifications based on the pre-bid meeting. Pre-bid meeting sign in sheet is attached.

**Question submission was:** 11/01/2017 at 9am  
**changed to:** 11/08/2017 at 9am

**Bid Submission deadline was:** 11/16/2017 at 1:30pm  
**changed to:** 11/30/2017 at 1:30pm

**Modification to Specifications:**

**Add the following to Exhibit B Project Plans and Specifications section 13.1.1 General Requirements**

**13.1.1.4 The Agency will issue the notice to proceed only when asphalt plants are in normal operation. Due to the lateness of the time of year, it is anticipated that the notice to proceed will be issued when the asphalt plants reopen in 2018.**

**Exhibit B Project Plans and Specifications section 13.1.2 Site Preparation did read:**

**13.1.2.4** Vendor shall mill 1.5-inches of existing asphalt from the existing parking area.

**13.1.2.5** Vendor must repair all potholes, deformed areas, and

deteriorating asphalt prior to paving.

- 13.1.2.6** Vendor shall repair potholes by excavating or milling the area around the hole until stable asphalt is encountered, scarifying the exposed substrate, and compacting recycled millings into the hole until it is level with existing grade. If recycled millings are unavailable crusher run may be substituted.

### **Shall now read:**

- 13.1.2.4** Vendor shall mill 3-inches of existing asphalt and substrate in an approximate 21- foot width on the outside edge of the existing asphalt parking area, the approximately 18-foot wide entry and exit loop road, and an approximate 50 foot by 100 foot section directly adjacent to the concrete ramp.
- 13.1.2.5** Vendor shall then place and compact a 3-inch lift of Base Course-I as specified in Table 401.4.2.A and 401.2 of WVDOH Standard Specifications for Roads and Bridges see (Exhibit D) and (Exhibit E) into the newly milled area to bring it up to existing grade.
- 13.1.2.6** Vendor may work with the City of Ravenswood to dispose of any excess millings and substrate however the Vendor is ultimately responsible for legal disposal of said millings and substrate.

### **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 Acknowledgement, 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.

**SIGN IN SHEET**

Request for Proposal No. ARFQ 0310 ONR 18-14  
PLEASE PRINT

Date: 10-25-17

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>WV DNR</u>	<u>324 4th Ave</u>	PHONE <u>304 558 2771</u>
Rep: <u>Zack Brown</u>	<u>South Charleston WV 25303</u>	TOLL FREE
Email Address: <u>Zack.j.brown@wv.gov</u>		FAX <u>304 558-3147</u>
Company: <u>Kelly Paving Inc</u>	<u>P.O. Box 366</u>	PHONE <u>304-424-7353</u>
Rep: <u>Tom Williams</u>	<u>Williamstown WV 26187</u>	TOLL FREE
Email Address: <u>twilliams@shellyands.com</u>		FAX <u>740-373-6505</u>
Company: <u>West Virginia Paving</u>	<u>2950 Charles Avenue</u>	PHONE <u>304-720-6419</u>
Rep: <u>GARY WINFRE</u>	<u>Dunbar WV 25044</u>	TOLL FREE
Email Address: <u>gwinfre@wvpaving.com</u>		FAX
Company: <u>JT Allen Company</u>	<u>P.O. Box 2014</u>	PHONE <u>304-460-7424</u>
Rep: <u>Tony Closson</u>	<u>Buckhannon WV 26201</u>	TOLL FREE
Email Address: <u>J.Closson@JTAllenCo.Com</u>		FAX
Company: <u>City of Ravenswood</u>	<u>212 Walnut St</u>	PHONE <u>304 532-8211</u>
Rep: <u>Bob Huffman</u>	<u>Ravenswood WV 26104</u>	TOLL FREE
Email Address: <u>bob@cityofravenswood.com</u>		FAX

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV001884

**Classification:**  
GENERAL ENGINEERING

KELLY PAVING INC  
DBA KELLY PAVING INC  
PO BOX 366  
WILLIAMSTOWN, WV 26187-0366

**Date Issued**

**Expiration Date**

AUGUST 21, 2017

AUGUST 21, 2018

*Pege Thomas*

Authorized Company Signature

*Gene Thayer*

Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



SHEL&amp;SA-23

D1BNELSON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/2017

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER License # 954553</b> AssuredPartners of Ohio, LLC 3900 Kinross Lakes Parkway #300 Richfield, OH 44286	<b>CONTACT NAME:</b> Lisa Trnian <b>PHONE (A/C, No, Ext):</b> (440) 895-6584 <b>E-MAIL ADDRESS:</b> ltrnian@dawsoncompanies.com <b>FAX (A/C, No):</b> (440) 356-2126												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b>  Kelly Paving, Inc. Carl Kelly Paving, Inc. P.O. Box 1585 Zanesville, OH 43702-1585	<table border="0" style="width: 100%;"> <tr> <td style="width: 80%;"><b>INSURER A:</b> Cincinnati Insurance Company</td> <td style="text-align: right;"><b>NAIC #</b> 10677</td> </tr> <tr> <td><b>INSURER B:</b> American Guarantee &amp; Liab Ins</td> <td style="text-align: right;">26247</td> </tr> <tr> <td><b>INSURER C:</b> BrickStreet Insurance</td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER A:</b> Cincinnati Insurance Company	<b>NAIC #</b> 10677	<b>INSURER B:</b> American Guarantee & Liab Ins	26247	<b>INSURER C:</b> BrickStreet Insurance		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>													
<b>INSURER F:</b>													

**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR		CPP 0895439	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 2,000,000
	X OH Empl Liab Incl					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 25,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COM/POP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY X	PRO-SUBJECT				X LOC
	OTHER					
A	AUTOMOBILE LIABILITY					
	X ANY AUTO OWNED AUTOS ONLY		CPP 0895439	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	X HIRED AUTOS ONLY	X NON-OWNED AUTOS ONLY				BODILY INJURY (Per person) \$
	X No Phys Damage					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
B X	UMBRELLA LIAB	X OCCUR				
	EXCESS LIAB	CLAIMS-MADE	AUC-0113421-01	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 25,000,000
	DED X RETENTION \$					AGGREGATE \$ 25,000,000
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	CPP 0895439	04/01/2017	04/01/2018	PER STATUTE X OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L EACH ACCIDENT \$ 1,000,000
						E.L DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L DISEASE - POLICY LIMIT \$ 1,000,000
C	Work Comp-WV		WCB1017233	04/01/2017	04/01/2018	WOS/Statutory/Broad 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 \*Ohio Empl. Liability included under GL, Defense Limits - \$1M/\$1M.

WEST VIRGINIA WORKERS COMPENSATION POLICY INCLUDES WEST VIRGINIA EMPLOYERS LIABILITY COVERAGE.

**CERTIFICATE HOLDER****CANCELLATION**

INFORMATIONAL PURPOSES ONLY

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