BB&T 3044858030 >> 304 558 3970

P 2/11



Purchasing Divison 2018 Washington Street East Post Office Box 50130 Charleston, WV 26305-0130

State of West Virginia Request for Quotation 10 — Consulting

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Version
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BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WW 26306

US

Vender Name, Address and Telephone Number:
TB & RR, LLC
PO Box 20
DANISVILLE, WV 2614-2
(304) 588-0826

RECEIVED

2019 AUG 14 AM 9: 50

WV PUHUHASING DIVISION

FOR INFORMATION CONTACT THE BUYER Crystal G Hustead (304) 558-2402 crystal.g.hustead@wv.gov		
Signature Saw Motor And Sonditions contained in	FEIN # 84:-1866654 this solicitation	DATE 8/13/19

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P 3/11

्रिम्बन्धावर्यः तस्य ज्यात्राहाः अस्ति ।

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR CONSULTING SERVICES TO ASSIST WITH COORDINATION AND OVERSIGHT OF THE GOVERNOR'S SECONDARY ROAD MAINTENANCE INITIATIVE PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

IRMODEL Me:		1. 311: 10	and the second s
DIVISION OF HIGHWAYS FINANCE & ADMINSTATION 1900 KANAWHA BLVD E, BLDG 5 RM A220		DIVISION OF HIGHWAYS	
		M A220 1900 KANAWHA BLVD E, BLDG 5	
CHARLESTON	WV25306-0430	CHARLESTON	WV 26305-0430
US		us	

Unit Issue Unit Price Total Price

Comm Code Manufacturer	Sanaide Markey		
72141003	Specification	Model #	
M A A CO			

Extended Description:

CONSULTING SERVICES - SECONDARY ROAD MAINTENANCE

SEE ATTACHED EXHIBIT A PRICING PAGE

Line Event Date
1 VENDOR QUESTION DEADLINE 2019-08-05

P 4/11

REQUEST FOR QUOTATION CRFQ DOT200000013

Consulting Services- Secondary Roads Maintenance Initiative (692C001)

10. VENDOR DEFAULT:

- 10.1. The following shall be considered a vendor default under this Contract.
 - 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2. Failure to comply with other specifications and requirements contained herein.
 - 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4. Failure to remedy deficient performance upon request.
- 10.2. The following remedies shall be available to Agency upon default.
 - 10.2.1. Immediate cancellation of the Contract.
 - 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
 - 10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1 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:	AMES E. ROTEY JR. 304) 588-0826
Fax Number: Email Address: 15	

		EXHIBIT A — PRICING PAGE			
		CRFQ DOT200000013			
_ 1		Consultant Services for the Governor's Secondary Road	Maintenance init	tiative	
Item Number	Unit of Measure	Description	Unit Cost / Per Day for 2 Employees	Estimated Quantity	Extended Cost (Unit Cost Per Day X Estimated Quantity)
1	Days	Consultant Services - Secondary Road Maintenance Initiative	\$1,327.00	150	\$199,050.00
		Daily	y rate must include	travel charges	\$199,050.00

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT2000000013

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

necessary revisions to my proposal, plans and/or specification, etc.
*Addendum Numbers Received:
(Check the box next to each addendum received)
Addendum No. 1 Addendum No. 6 Addendum No. 7 Addendum No. 3 Addendum No. 8 Addendum No. 4 Addendum No. 9 Addendum No. 5 Addendum No. 10
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.
TB & RR, LLC Company
Dawllates Q.
Authorized Signature
<u>8/13/19</u> Date
NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
TO APPENDUM APPENDA RECEIVED.

Parkeraburg, WV 26104-6408

BB&T 3044858030 >> 304 558 3970

P 7/11

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYY) 08/08/2018

CERTIFICATI BELOW. TH	E DOEB NOT AFFIRMATIVELY OR NEGATIVELY AN	only and confers no rights upon the certificate p mend, extend or alter the coverage afforded by 1 stitute a contract between the issuing insurer(8), ier.	THE POLICIES			
H SUBROGA), the policy(les) must have ADDITIONAL INSURED provisions or e of the policy, certain policies may require an endorsoment. A u of such endorsement(s).				
RODUGER State Parm Chuck Nothinger, Agent, CPCU, CLU, ChFC		Chuck Noffsinger				
		PS (ONE ASS) 304-295-4575 Arts, Note				
	2801 Grand Central Ave Vienna, WV 26105	AGDRESS chuck@chucknoffsinger.com				
-		INSURERIES AFFORDING COVERAGE	NAIQ #			
		INSURER A. State Farm Fire and Casualty Company	25143			
INUMED TE & RR LLC 646 Scenia Hills		INSURBR B 1				
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CORD CORPORATION. All rights reserved. 1001488 122849,12 03-16-2016

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MH/DD/YYYY) 08/08/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONPERS 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(lee) 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).

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P 9/11



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/OD/YYYY) 08/13/2019

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.

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183	GENE A. HAYNES II 3909 EMERSON AV PARKERSBURG, W GENE A. HAYNES, A		ANCE	AGENCY, INC	PHONE	304-4	85-7561	FAX	304-41	
TH 183	PARKERSBURG, W	Ε		THE STATE OF THE PARTY INC.			PHONE 304-485-7561 FAX No. Extlu 304-485-93; AC, No. Extlu Gene, havees, bwc8@atatefarm.com			
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P 10/11

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract 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.

ALL CONTRACTS: 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. Vs. Code, workers' compensation premium, permit fee or environmental fee or sessement 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 beliance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-20-2, fallure to maintain mandatory workers' compensation coverage, or fallure 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 compilance 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 exceed 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. Vs. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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.

Vendor's Name: TB & RR, LLC Authorized Signature: Authorized Signature: Date: 8/14/19 State of West House to-wit: Taken, subscribed, and sworn to before me this Highest to-with the subscribed and sworn to before me this Highest to-with the subscribed and sworn to before me this Highest to-with the subscribed and sworn to before me this Highest to-with the subscribed and sworn to before me this Highest to-with the subscribed and sworn to before me this Highest to-with the subscribed and sworn to before me this Highest to-with the subscribed and sworn to before me this Highest to-with the subscribed and sworn to before me this Highest to-with the subscribed and sworn to before me this Highest to-with the subscribed and the s

AFFIX SEAL HERE

WITNESS THE FOLLOWING SIGNATURE:



West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 60-1-2)

Name of Contracting Business Entity: TB&RR, LLC Address: PO Box ZO
DAVISVILLE, WV 26142
Name of Authorized Agent: JAMES E. ROTEN, JR. Address: 546 Scenic Hills, PARKERSBURG, WV
Contract Number: DOT 200000013 Contract Description: Consultant Services-Secondary Reads
Governmental agency awarding contract: WVDOT
☐ Check here if this is a Supplemental Disclosure
List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):
 Subcontractors or other entities performing work or service under the Contract Check here if none, otherwise list entity/individual names below.
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities) Check here if none, otherwise list entity/individual names below.
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract) ☑ Check here if none, otherwise list entity/individual names below.
Signature: Jane Motic) Date Signed: 8/14/19
Notary Verification
State of New Vilginia, County of Work the authorized goest of the authorized goest of the cuttorized g
entity listed above, being duly swom, acknowledge that the Discipeure herein is being made under oath and under the penalty of perjury.
Taken, sworn to and subscribed before me this
To be completed by State Agency: Notary Public's Signature
Date Received by State Agency: Date submitted to Ethics Commission: Governmental agency submitting Disclosure:

P 1/11

304-558-3970

Atm:

Bid for DOT 2000000013 Consulting Services

From: TB+RR, LLC

P 1/12

304-558-3970

Attn:

Bid for DOT 2000000013 Consulting Services

From: TB+RR, LLC

RECEIVED

WW PURCHASING
DIVISION

2019-08-14 09:52

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P 2/12



Purchasing Divison 2018 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Request for Quotation 10 - Consulting

l	Proc Folder: 813706				
1	Doc Description: CONSULTING SERVICE-SECONDARY ROAD MAINT. (8920C001)				
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THE RESERVE OF THE PROPERTY OF THE PERSON OF

ELITEORY ME ROLL SILON **BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION** 2019 WASHINGTON ST E CHARLESTON w 25305

U\$

Vendor Name, Address and Telephone Number: TB & RR, LLC POBOX 20 DAVISVILLE, WV 26142 (304) 588-0826

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead (304) 558-2402

crystal.g.hustead@wv.gov

Signature X

FEIN# 84-1866654

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

Page: 1

FORM ID: WV-PRG-CRFQ-001

304-558-3970

Attn:

BID for DOT 2000000013 Consulting Services

From: TB+RR, LLC

BB&T 304 485 6786 >> 304 558 3970

P 2



Purchasing Divison 2019 WashIngton Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Request for Quotation 10 — Consulting

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Date Issued	Solicitation Closes	Solicitation No	Version

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

Vendor Name, Address and Telephone Number:

TB & RR, LLC
POBOX 20
DAVISVILLE, WV 26142
(304) 588-0826

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead (304) 558-2402 crystal.g.hustead@wv.gov

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

FEIN# 84-1866654

DATE 8/13/19

Page: 1

FORM ID : WW-PRC-CRFQ-001

P 3

And a Control of the Control of the

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR CONSULTING SERVICES TO ASSIST WITH COORDINATION AND OVERSIGHT OF THE GOVERNOR'S SECONDARY ROAD MAINTENANCE INITIATIVE PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

IKKO OT TO			<u>(4:15-16</u>	
DIVISION OF HIGHWAYS FINANCE & ADMINSTATIO 1900 KANAWHA BLVD E, E	•		DIVISION OF HIGHWAYS EXECUTIVE DIVISION	
80 #		,	1900 KANAWHA BLVD E, BLDG 5	; *
CHARLESTON	WV25305-0430		CHARLESTON'	WV 25305-0430
US			us	97

Line	Comm Ln Desc	Qty	Unit issue	Unit Price	Total Price
1	CONSULTING SERVICES				

Comm Code	Manufacturer	Specification	Model #	
72141003	15-7/			* 1/1

Extended Description:

CONSULTING SERVICES - SECONDARY ROAD MAINTENANCE

SEE ATTACHED EXHIBIT A PRICING PAGE

SCHEDUE	OF WING	

, Line

Event

Event Date

VENDOR QUESTION DEADLINE

2019-08-05

REQUEST FOR QUOTATION CRFO DOT2000000013

Consulting Services-Secondary Roads Maintenance Initiative (692C001)

10. VENDOR DEFAULT:

- 10.1. The following shall be considered a vendor default under this Contract.
 - 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2. Failure to comply with other specifications and requirements contained herein.
 - 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4. Failure to remedy deficient performance upon request.
- 10.2. The following remedies shall be available to Agency upon default.
 - 10.2.1. Immediate cancellation of the Contract.
 - 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
 - 10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1 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: JAMES E. ROTEN, JR.
Telephone Number: (304) 588-0826
Fax Number:
Email Address: Therelic @yahoo.com

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		EXHIBIT A PRICING PAGE			
		CRFQ DOT2000000013			
		Consultant Services for the Governor's Secondary Road	Maintenance in	tlative	
Item Number	Unit of Measure	Description	Unit Cost / Per Day for 2 Employees	Estimated Quantity	Extended Cost (Unit Cost Per Day X Estimated Quantity)
1	Days	Consultant Services - Secondary Road Maintenance Initiative	\$1,327.00	150	\$199,050.00
		Daily	y rate must include	e travel charges	\$199,050.00

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT2000000013

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.

necessary revisions to my proposal, plans and	eipt of the following addenda and have made the door specification, etc.
**Addendum Numbers Received: (Check the box next to each addendum received)	ved)
Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4 Addendum No. 5	Addendum No. 6 Addendum No. 7 Addendum No. 8 Addendum No. 9 Addendum No. 10
I further understand that any verbal represent discussion held between Vendor's representa	et of addenda may be cause for rejection of this bid. ation made or assumed to be made during any oral tives and any state personnel is not binding. Only to the specifications by an official addendum is
Company Company	
Aythorized Signature 8/13/19 Date	
NOTE: This addendum acknowledgement she document processing.	ould be submitted with the bid to expedite
No ARDENDUM/ADDENDA REC	EIVED,

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.

JAMES E. ROTEN, JR. 1	MEMBER TB & RR.LLC
(Name, Time)	
JAMES E. ROTEN JR. MEMER (Printed Name and Title)	
(Printed Name and Title)	414
POBOX 20, DAVISVILLE, V	IV 26142
(Address)	
(304) 588-0826	
(Phone Number) / (Fax Number)	
TB_RR. ILC @yahoo. com	
(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.

P 8



CERTIFICATE OF LIABILITY INSURANCE

DATE (MINIODAYYY)

										U0/2019		
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		2801 Grand Central Av	9		L Ai	ADDRESS: chuck@chucknoffsinger.com						
		Vienna, WV 26105			<u>L</u>			RDING COVERAGE		NAICE		
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Con	tract consulting	g services to the State of	WV	Jepa	mment of Highways							

State of WV

1900 Kanawha BLVD E, BLDG 5

Charleston, WV 25305

CANCELLATION

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

ACORD 25 (2016/03)

CERTIFICATE HOLDER

The ACORD name and logo are registered marks of ACORD

1001488 132849,12 03-18-2010



CERTIFICATE OF LIABILITY INSURANCE

DATE (MANDOMYYY) 08/08/2019

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(les) 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 Reu of such endorsement(s). CONYACY Chuck Noffsinger PRODUCER PHONE 304-295-4575 FAX (A/C. No): State Farm Chuck Noffsinger, Agent, CPCU, CLU, ChFC chuck@chucknoffsinger.com 28001 Grand Central Ave DISURER(5) AFFORDING COVERAGE
DISURER A: Slate Farm Mutual Automobile Insurance Company Vienna, WV 26105 NACO 25178 INSURED OKSURER 0 : E Material In

James E. Roten, Jr. 546 Scenic Hills Dr					nsurér c :					
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Parkersburg, WV 26104					INSURER E :					
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State of WV 1900 Kanawha BLVD E, BLDG 5

Charleston, WV 25305

AUTHORIZE ENJATIVE

RPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACO

1001486 132849,12 03-16-2016

BB&T 304 485 6786 >> 304 558 3970

P 10



CERTIFICATE OF LIABILITY INSURANCE

DATE (MWDD/YYYY) 08/13/2019

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(les) must have ADDITIONAL INSURED provisions or be endorsed.

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ACORD 26 (2016/03)

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STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract 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 payroil taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 tisted 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 exceed 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: TB & RR, LLC Authorized Signature: Date: 8/4/19 State of West Inginia County of Nood to-wit: Taken, subscribed, and swom to before me this Tay of 19 and 19 and

P 12/12

West Virginia Ethics Commission **Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: TB&RR, LLC Address: PO Box 20
DAVISVILLE, WV 26142
Name of Authorized Agent: JAMES E. ROTEN, JR. Address: 546 Scanic Hills, PARKERSBURG, WV
Contract Number: DOT 200000013 Contract Description: Consulting Services-Secondary Reads
Governmental agency awarding contract: WVDoT
☐ Check here if this is a Supplemental Disclosure
List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):
1. Subcontractors or other entities performing work or service under the Contract Check here if none, otherwise list entity/individual names below.
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities) If Check here if none, otherwise list entity/individual names below.
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract) ☑ Check here if none, otherwise list entity/individual names below.
Signature: Date Signed: 8/14/19 Notary Verification
State of West Virginia
the authorized agent of the contracting business
entity listed above, being duty sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.
Taken, sworn to and subscribed before me this 14th day of August 2019.
Notary Public's Signature
To be completed by State Agency: Date Received by State Agency: Notary Public, State of West Virginia
Date submitted to Ethics Commission: Governmental agency submitting Disclosure:

3044200379

8/15/19

FROM: TB&RR, LLC JAMES ROTEN

TO: WV PURCHASING FAX# (304) 558-3970

RE: SOLICITATION: CRFQ 0803 DOT200000013 ADDENDUM 1

ATTACHED IS THE ACKNOWLEDGEMENT
FOR RECEIPT OF ADDENDUM #1. PLEASE
INCLUDE WITH OUR BID PACKAGE PREVIOUSLY
SUBMITTED.

THANK YOU, JAMES "RUSTY" ROTEN

1 PAGE + COVER SHEET

RECEIVED

2019 AUG 15 AN 10: 09

WW PUBLICASING
DIVISION

Addendum Numbers Received:

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DOT2000000013

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.

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[V]		/]	Addendum No. 1	lendum No. 1		
	[]	Addendum No. 2	E]	Addendum No. 7
	I]	Addendum No. 3	[]	Addendum No. 8
	ı	1	Addendum No. 4	Γ	1	Addendum No. 9

Addendum No. 5

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.

[] Addendum No. 10

Company

Company

Authorized Signature

8/15/2019

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

Revised 6/8/2012

Aug 15 19 03:23p

ROTEN FAX

3044200379

8/15/2019

From: TB &RR, LLC JAMES ROTEN

WV PURCHASING FAX# (304) 558-3970

RE: SOLICITATION: CRFQ 0803 DOTZODOODOO13 ADDENDUM 2

ATTACHED IS THE ACKNOWLEDGEMENT FOR RECEIPT OF ADDENDUM#2. PLEASE INCLUDE WITH OUR BID PACKAGE PREVIOUSLY SUBMITTED,

RECEIVED 2019 AUG 15 PM 3: 25 W PURICIPASING DIVISION

1 PAGE + COVER SHEET

THANK YOU, JAMES "RUSTY" ROTEN

RECEIVED

2019 AUG IS PM 3: 2

WV PURIOLASING
DIVISION

Addendum Numbers Received:

3044200379

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DOT2000000013

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.

(Check the box next to each addendum received) 1 Addendum No. 1 [] Addendum No. 6 Addendum No. 2 [] Addendum No. 7 [] Addendum No. 8 Addendum No. 3 1 Addendum No. 9 Addendum No. 4 Addendum No. 10 Addendum No. 5

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.

TB & RR, LLC
Company

Authorized Signature

8/15/2019

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012