



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 7

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General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)

Procurement Folder: 1085642

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: 000000159757

SO Doc ID: DOT2300000017

Legal Name: RUSSELL STANDARD CORP

Published Date: 8/8/22

Alias/DBA:

Close Date: 8/15/22

Total Bid: \$0.00

Close Time: 13:30

Response Date: 08/15/2022

Status: Closed

Response Time: 10:59

Solicitation Description: Liquid Asphalt Material/Emulsions - Statewide
6622C058

Responded By User ID: RSCBSTA

Total of Header Attachments: 7

First Name: Ben

Total of All Attachments: 7

Last Name: Statler

Email: Ben.Statler@russellstandard

Phone: 717-352-8995



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

State of West Virginia
Solicitation Response

Proc Folder: 1085642
Solicitation Description: Liquid Asphalt Material/Emulsions - Statewide 6622C058
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-08-15 13:30	SR 0803 ESR08152200000000742	1

VENDOR
000000159757
RUSSELL STANDARD CORP

Solicitation Number: CRFQ 0803 DOT2300000017
Total Bid: 0
Response Date: 2022-08-15
Response Time: 10:59:57
Comments:

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	HFMS-2 (3,000-4,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Anionic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	HFMS-2 (4,001-5,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Anionic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	HFMS-2 (5,001 gal or greater)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Anionic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	RS-2 (3,000-4,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Anionic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	RS-2 (4,001-5,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Anionic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	RS-2 (5,001 gal or greater)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Anionic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Polymer Modified RS-2P (3,000-4,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Anionic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Polymer Modified RS-2P (4,001-5,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Anionic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Polymer Modified RS-2P (5,001 gal or greater)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Anionic Liquid Asphaltic Emulsion:
**VENDOR NOTE: Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	SS-1h Diluted (3,000-4,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Anionic Liquid Asphaltic Emulsion:
**VENDOR NOTE: Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	SS-1h Diluted (4,001-5,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Anionic Liquid Asphaltic Emulsion:
**VENDOR NOTE: Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	SS-1h Diluted (5,001 gal or greater)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Anionic Liquid Asphaltic Emulsion:
**VENDOR NOTE: Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Polymer Modified CRS-2P (3,000-4,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Cationic Liquid Asphaltic Emulsion:
**VENDOR NOTE: Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Polymer Modified CRS-2P (4,001-5,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Cationic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Polymer Modified CRS-2P (5,001 gal or greater)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Cationic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	AEP, E1-Prime, IE-1, or equivalent (3,000-4,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Cationic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	AEP, E1-Prime, IE-1, or equivalent (4,001-5,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Cationic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	AEP, E1-Prime, IE-1, or equivalent (5,001 gal or greater)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Cationic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Winter Grade RS or MS (3,000-4,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Cationic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Winter Grade RS or MS (4,001-5,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Cationic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Winter Grade RS or MS (5,001 gal or greater)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Cationic Liquid Asphaltic Emulsion:

****VENDOR NOTE:** Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	CQS-1hp Diluted (3,000-4,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Cationic Liquid Asphaltic Emulsion:
**VENDOR NOTE: Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	CQS-1hp Diluted (4,001-5,000 gal)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Cationic Liquid Asphaltic Emulsion:
**VENDOR NOTE: Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	CQS-1hp Diluted (5,001 gal or greater)	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
12161804			

Commodity Line Comments: Bid Attached

Extended Description:

Cationic Liquid Asphaltic Emulsion:
**VENDOR NOTE: Bid evaluation will be based on bid prices submitted on the ATT A and ATT B Pricing Pages. Vendor entries of bid prices or other notations made in the wvOASIS commodity line descriptions will not be considered for bid evaluation or award.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/15/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Huntington Insurance, Inc. 310 Grant Street, 2nd floor Pittsburgh, PA 15219 888 576-7900	CONTACT NAME: Mary Ann Masullo, CIC PHONE (A/C, No, Ext): 412-667-6544 FAX (A/C, No): 877-489-9126 E-MAIL ADDRESS: maryann.masullo@huntington.com														
INSURED Russell Standard Corporation and Hammaker East LTD 285 Kappa Dr Suite 300 Pittsburgh, PA 15238	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1572 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 480">INSURER A : Old Republic Insurance Co.</td> <td data-bbox="1433 453 1572 480">24147</td> </tr> <tr> <td data-bbox="816 480 1433 508">INSURER B : Imperium Insurance Co.</td> <td data-bbox="1433 480 1572 508">35408</td> </tr> <tr> <td data-bbox="816 508 1433 535">INSURER C : Travelers Property Cas Co of America</td> <td data-bbox="1433 508 1572 535">25674</td> </tr> <tr> <td data-bbox="816 535 1433 562">INSURER D : Continental Insurance Co.</td> <td data-bbox="1433 535 1572 562">35289</td> </tr> <tr> <td data-bbox="816 562 1433 590">INSURER E : Charter Oak Fire Insurance Co.</td> <td data-bbox="1433 562 1572 590">25615</td> </tr> <tr> <td data-bbox="816 590 1433 617">INSURER F :</td> <td data-bbox="1433 590 1572 617"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Co.	24147	INSURER B : Imperium Insurance Co.	35408	INSURER C : Travelers Property Cas Co of America	25674	INSURER D : Continental Insurance Co.	35289	INSURER E : Charter Oak Fire Insurance Co.	25615	INSURER F :	
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INSURER D : Continental Insurance Co.	35289														
INSURER E : Charter Oak Fire Insurance Co.	25615														
INSURER F :															

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY31336322	05/31/2022	05/31/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB31336422 Comp Ded: \$1,000 Coll Ded: \$1,000	05/31/2022	05/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			ARUIICCX000005200	05/31/2022	05/31/2023	EACH OCCURRENCE \$5,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EX3T3150822NF	05/31/2022	05/31/2023	AGGREGATE \$5,000,000 Occ/Agg \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	MWC31336222	05/31/2022	05/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liab			5094006477	05/31/2022	05/31/2023	\$5,000,000
E	Leased Equip			QT6609513C484COF22	01/01/2022	01/01/2023	\$500,000

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

Certificate holder is additional insured under the General Liability policy per attached endorsements
 CG 2010 1219 and CG 2037 1219. 30 Day Cancellation applies except for non-payment of premium per attached forms PIL 029 1010 and WC 990364 0311.

CERTIFICATE HOLDER**CANCELLATION**

State of West Virginia 1900 Kanawha Blvd. E. Bldg 5 Charleston, WV 25305	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 
---	---

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CERTIFICATE HOLDER MAILING ADDRESS:

State of West Virginia
1900 Kanawha Blvd. E. Bldg 5
Charleston, WV 25305

If you are receiving this certificate thru the USPS and would prefer to receive future certificates electronically, please submit your request including email address or fax number to Huntington Insurance, Inc.:

Email: ComInsurance@Huntington.com
Fax: 877-236-2261

Please Reference: Russell Standard Corporation and

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
State of West Virginia 1900 Kanawha Blvd. E. Bldg 5 Charleston, WV 25305	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
State of West Virginia 1900 Kanawha Blvd. E. Bldg 5 Charleston, WV 25305	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

- A.** In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

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LIQUID ASPHALT MATERIAL / EMULSIONS
Attachment A: Pricing Pages by Delivery

Vendor Name: _____

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 1 Counties	Boone County		Clay County		Kanawha County		Mason County		Putnam County	
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions											
Contract Item 1 Price per gallon	HFMS-2	15,000		15,000		15,000		15,000		15,000	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 2 Price per gallon	RS-2	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 3 Price per gallon	Polymer Modified RS-2P	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 4 Price per gallon	SS-1H (Diluted)	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Cationic Liquid Asphaltic Emulsions											
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 6 Price per gallon	AEP, E1-Prime, IE-1, or equivalent	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 7 Price per gallon	Winter Grade RS or MS	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 8 Price per gallon	CQS-1hp (Diluted)	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Portable Storage Units											
Contract Item 9 Price per gallon	Portable Storage Unit Rental										
Contract Item 10 Price per unit	Portable Storage Unit Return										
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period										

LIQUID ASPHALT MATERIAL / EMULSIONS
Attachment A: Pricing Pages by Delivery

Vendor Name: _____

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 2 Counties	Cabell County		Lincoln County		Logan County		Mingo County		Wayne County	
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions											
Contract Item 1 Price per gallon	HFMS-2	6,000		6,000		6,000		6,000		6,000	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 2 Price per gallon	RS-2	15,000		15,000		15,000		15,000		15,000	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 3 Price per gallon	Polymer Modified RS-2P	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 4 Price per gallon	SS-1H (Diluted)	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Cationic Liquid Asphaltic Emulsions											
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 6 Price per gallon	AEP, E1-Prime, IE-1, or equivalent	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 7 Price per gallon	Winter Grade RS or MS	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 8 Price per gallon	CQS-1hp (Diluted)	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Portable Storage Units											
Contract Item 9 Price per gallon	Portable Storage Unit Rental										
Contract Item 10 Price per unit	Portable Storage Unit Return										
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period										

LIQUID ASPHALT MATERIAL / EMULSIONS
Attachment A: Pricing Pages by Delivery

Vendor Name: Russell Standard

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 3 Counties	Calhoun County		Jackson County		Pleasants County		Ritchie County		Roane County		Wirt County		Wood County	
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions															
Contract Item 1 Price per gallon	HFMS-2	10,000		40,000		10,000		10,000		30,000		20,000		30,000	
	a) 3000-4000 gallons		\$ 3.53		\$ 3.51		\$ 3.50		\$ 3.49		\$ 3.54		\$ 3.57		\$ 3.60
	b) 4001-5000 gallons		\$ 3.38		\$ 3.36		\$ 3.35		\$ 3.34		\$ 3.39		\$ 3.32		\$ 3.40
	c) 5001 gallons or greater		\$ 3.33		\$ 3.31		\$ 3.30		\$ 3.29		\$ 3.34		\$ 3.27		\$ 3.35
Contract Item 2 Price per gallon	RS-2	50,000		30,000		10,000		10,000		30,000		30,000		30,000	
	a) 3000-4000 gallons		\$ 3.48		\$ 3.46		\$ 3.45		\$ 3.44		\$ 3.49		\$ 3.52		\$ 3.50
	b) 4001-5000 gallons		\$ 3.33		\$ 3.31		\$ 3.30		\$ 3.29		\$ 3.34		\$ 3.27		\$ 3.35
	c) 5001 gallons or greater		\$ 3.28		\$ 3.26		\$ 3.25		\$ 3.24		\$ 3.29		\$ 3.22		\$ 3.30
Contract Item 3 Price per gallon	Polymer Modified RS-2P	0		0		0		0		0		0		0	
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Contract Item 4 Price per gallon	SS-1H (Diluted)	5,000		5,000		15,000		15,000		5,000		5,000		15,000	
	a) 3000-4000 gallons		\$ 3.23		\$ 3.21		\$ 3.15		\$ 3.19		\$ 3.24		\$ 3.17		\$ 3.25
	b) 4001-5000 gallons		\$ 3.08		\$ 3.06		\$ 3.00		\$ 3.04		\$ 3.09		\$ 3.02		\$ 3.10
	c) 5001 gallons or greater		\$ 3.03		\$ 3.01		\$ 2.95		\$ 2.99		\$ 3.04		\$ 2.97		\$ 3.05
Cationic Liquid Asphaltic Emulsions															
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	0		0		0		0		0		0		0	
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Contract Item 6 Price per gallon	AEP, E1-Prime, IE-1, or equivalent	10,000		10,000		10,000		10,000		10,000		10,000		10,000	
	a) 3000-4000 gallons		\$ 3.56		\$ 3.56		\$ 3.45		\$ 3.56		\$ 3.49		\$ 3.52		\$ 3.39
	b) 4001-5000 gallons		\$ 3.41		\$ 3.41		\$ 3.30		\$ 3.36		\$ 3.44		\$ 3.37		\$ 3.24
	c) 5001 gallons or greater		\$ 3.36		\$ 3.36		\$ 3.25		\$ 3.31		\$ 3.39		\$ 3.32		\$ 3.19
Contract Item 7 Price per gallon	Winter Grade RS or MS														
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Contract Item 8 Price per gallon	CQS-1hp (Diluted)														
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Portable Storage Units															
Contract Item 9 Price per gallon	Portable Storage Unit Rental		\$ 0.15		\$ 0.15		\$ 0.15		\$ 0.15		\$ 0.15		\$ 0.15		\$ 0.15
Contract Item 10 Price per unit	Portable Storage Unit Return		\$ 900.00		\$ 900.00		\$ 900.00		\$ 900.00		\$ 900.00		\$ 900.00		\$ 900.00
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period		\$ 37.50		\$ 37.50		\$ 37.50		\$ 37.50		\$ 37.50		\$ 37.50		\$ 37.50

LIQUID ASPHALT MATERIAL / EMULSIONS
Attachment A: Pricing Pages by Delivery

Vendor Name: _____

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 4 Counties	Doddridge County		Harrison County		Marion County		Monongalia County		Preston County		Taylor County	
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions													
Contract Item 1 Price per gallon	HFMS-2	5,000		5,000		5,000		5,000		5,000		5,000	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Contract Item 2 Price per gallon	RS-2	50,000		75,000		75,000		75,000		75,000		50,000	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Contract Item 3 Price per gallon	Polymer Modified RS-2P	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Contract Item 4 Price per gallon	SS-1H (Diluted)	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Cationic Liquid Asphaltic Emulsions													
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Contract Item 6 Price per gallon	AEP, EI-Prime, IE-1, or equivalent	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Contract Item 7 Price per gallon	Winter Grade RS or MS	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Contract Item 8 Price per gallon	CQS-1hp (Diluted)	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Portable Storage Units													
Contract Item 9 Price per gallon	Portable Storage Unit Rental												
Contract Item 10 Price per unit	Portable Storage Unit Return												
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period												

LIQUID ASPHALT MATERIAL / EMULSIONS

Attachment A: Pricing Pages by Delivery

Vendor Name: Russell Standard

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 5 Counties	Berkeley County		Grant County		Hampshire County		Hardy County		Jefferson County		Mineral County		Morgan County	
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions															
Contract Item 1 Price per gallon	HFMS-2	0		0		0		0		0		0		0	
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Contract Item 2 Price per gallon	RS-2	0		0		0		0		0		0		0	
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Contract Item 3 Price per gallon	Polymer Modified RS-2P	0		0		0		0		0		0		0	
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Contract Item 4 Price per gallon	SS-1H (Diluted)	0		0		0		0		0		0		0	
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Cationic Liquid Asphaltic Emulsions															
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	60,000		60,000		60,000		60,000		60,000		60,000		60,000	
	a) 3000-4000 gallons		\$ 3.19		\$ 3.35		\$ 3.25		\$ 3.29		\$ 3.21		\$ 3.25		\$ 3.21
	b) 4001-5000 gallons		\$ 3.13		\$ 3.21		\$ 3.16		\$ 3.18		\$ 3.14		\$ 3.16		\$ 3.14
	c) 5001 gallons or greater		\$ 3.08		\$ 3.16		\$ 3.11		\$ 3.13		\$ 3.09		\$ 3.11		\$ 3.09
Contract Item 6 Price per gallon	AEP, EI-Prime, IE-1, or equivalent	0		0		0		0		0		0		0	
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Contract Item 7 Price per gallon	Winter Grade RS or MS	3,000		3,000		3,000		3,000		3,000		3,000		3,000	
	a) 3000-4000 gallons		\$ 3.17		\$ 3.33		\$ 3.23		\$ 3.27		\$ 3.19		\$ 3.23		\$ 3.19
	b) 4001-5000 gallons		\$ 3.11		\$ 3.19		\$ 3.14		\$ 3.16		\$ 3.12		\$ 3.14		\$ 3.12
	c) 5001 gallons or greater		\$ 3.06		\$ 3.14		\$ 3.09		\$ 3.11		\$ 3.07		\$ 3.09		\$ 3.07
Contract Item 8 Price per gallon	CQS-1hp (Diluted)	10,000		10,000		10,000		10,000		10,000		10,000		10,000	
	a) 3000-4000 gallons														
	b) 4001-5000 gallons														
	c) 5001 gallons or greater														
Portable Storage Units															
Contract Item 9 Price per gallon	Portable Storage Unit Rental		\$ 0.15		\$ 0.15		\$ 0.15		\$ 0.15		\$ 0.15		\$ 0.15		\$ 0.15
Contract Item 10 Price per unit	Portable Storage Unit Return		\$ 900.00		\$ 900.00		\$ 900.00		\$ 900.00		\$ 900.00		\$ 900.00		\$ 900.00
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period		\$ 37.50		\$ 37.50		\$ 37.50		\$ 37.50		\$ 37.50		\$ 37.50		\$ 37.50

LIQUID ASPHALT MATERIAL / EMULSIONS
Attachment A: Pricing Pages by Delivery

Vendor Name: _____

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 6 Counties	Brooke County		Hancock County		Marshall County		Ohio County		Tyler County		Wetzel County	
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions													
Contract Item 1 Price per gallon	HFMS-2	15,000		15,000		20,000		15,000		15,000		30,000	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Contract Item 2 Price per gallon	RS-2	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Contract Item 3 Price per gallon	Polymer Modified RS-2P	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Contract Item 4 Price per gallon	SS-1H (Diluted)	3,000		3,000		3,000		3,000		3,000		3,000	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Cationic Liquid Asphaltic Emulsions													
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Contract Item 6 Price per gallon	AEP, E1-Prime, IE-1, or equivalent	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Contract Item 7 Price per gallon	Winter Grade RS or MS	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Contract Item 8 Price per gallon	CQS-1hp (Diluted)	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Portable Storage Units													
Contract Item 9 Price per gallon	Portable Storage Unit Rental												
Contract Item 10 Price per unit	Portable Storage Unit Return												
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period												

LIQUID ASPHALT MATERIAL / EMULSIONS
Attachment A: Pricing Pages by Delivery

Vendor Name: _____

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 7 Counties	Barbour County		Braxton County		Gilmer County		Lewis County		Upshur County		Webster County	
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions													
Contract Item 1 Price per gallon	HFMS-2	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Contract Item 2 Price per gallon	RS-2	5,000		5,000		5,000		5,000		5,000		5,000	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Contract Item 3 Price per gallon	Polymer Modified RS-2P	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Contract Item 4 Price per gallon	SS-1H (Diluted)	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Cationic Liquid Asphaltic Emulsions													
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Contract Item 6 Price per gallon	AEP, EI-Prime, IE-1, or equivalent	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Contract Item 7 Price per gallon	Winter Grade RS or MS	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Contract Item 8 Price per gallon	CQS-1hp (Diluted)	0		0		0		0		0		0	
	a) 3000-4000 gallons												
	b) 4001-5000 gallons												
	c) 5001 gallons or greater												
Portable Storage Units													
Contract Item 9 Price per gallon	Portable Storage Unit Rental												
Contract Item 10 Price per unit	Portable Storage Unit Return												
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period												

LIQUID ASPHALT MATERIAL / EMULSIONS
Attachment A: Pricing Pages by Delivery

Vendor Name: Russell Standard

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 8 Counties	Pendleton County		Pocahontas County		Randolph County		Tucker County	
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions									
Contract Item 1 Price per gallon	HFMS-2	0		0		0		0	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater								
Contract Item 2 Price per gallon	RS-2	0		0		0		0	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater								
Contract Item 3 Price per gallon	Polymer Modified RS-2P	0		0		0		0	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater								
Contract Item 4 Price per gallon	SS-1H (Diluted)	0		2,000		2,000		5,500	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater								
Cationic Liquid Asphaltic Emulsions									
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	75,000		0		0		0	
	a) 3000-4000 gallons		\$ 3.27		\$ 3.43		\$ 3.39		\$ 3.33
	b) 4001-5000 gallons		\$ 3.12		\$ 3.20		\$ 3.18		\$ 3.15
	c) 5001 gallons or greater		\$ 3.07		\$ 3.15		\$ 3.13		\$ 3.10
Contract Item 6 Price per gallon	AEP, EI-Prime, IE-1, or equivalent	0		0		0		0	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater								
Contract Item 7 Price per gallon	Winter Grade RS or MS	0		0		0		0	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater								
Contract Item 8 Price per gallon	CQS-1hp (Diluted)	0		0		0		0	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater								
Portable Storage Units									
Contract Item 9 Price per gallon	Portable Storage Unit Rental		\$ 0.15		\$ 0.15		\$ 0.15		\$ 0.15
Contract Item 10 Price per unit	Portable Storage Unit Return		\$ 1,500.00		\$ 1,500.00		\$ 1,500.00		\$ 1,500.00
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period		\$ 37.50		\$ 37.50		\$ 37.50		\$ 37.50

LIQUID ASPHALT MATERIAL / EMULSIONS
Attachment A: Pricing Pages by Delivery

Vendor Name: _____

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 9 Counties	Fayette County		Greenbrier County		Monroe County		Nicholas County		Summers County	
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions											
Contract Item 1 Price per gallon	HFMS-2	0		0		0		0		10,000	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 2 Price per gallon	RS-2	25,000		25,000		25,000		10,000		10,000	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 3 Price per gallon	Polymer Modified RS-2P	25,000		60,000		25,000		10,000		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 4 Price per gallon	SS-1H (Diluted)	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Cationic Liquid Asphaltic Emulsions											
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 6 Price per gallon	AEP, E1-Prime, IE-1, or equivalent	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 7 Price per gallon	Winter Grade RS or MS	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Contract Item 8 Price per gallon	CQS-1hp (Diluted)	0		0		0		0		0	
	a) 3000-4000 gallons										
	b) 4001-5000 gallons										
	c) 5001 gallons or greater										
Portable Storage Units											
Contract Item 9 Price per gallon	Portable Storage Unit Rental										
Contract Item 10 Price per unit	Portable Storage Unit Return										
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period										

LIQUID ASPHALT MATERIAL / EMULSIONS
Attachment A: Pricing Pages by Delivery

Vendor Name: _____

Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. Estimated purchase volumes are an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

	District 10 Counties	McDowell County	Mercer County	Raleigh County	Wyoming County				
Contract Item No.	Item Description	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure	Estimated Quantity	Cost/Unit of Measure
Anionic Liquid Asphaltic Emulsions									
Contract Item 1 Price per gallon	HFMS-2	30,000		30,000		30,000		30,000	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons gallons or greater								
Contract Item 2 Price per gallon	RS-2	50,000		50,000		50,000		50,000	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons gallons or greater								
Contract Item 3 Price per gallon	Polymer Modified RS-2P	0		0		0		0	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater								
Contract Item 4 Price per gallon	SS-1H (Diluted)	0		0		0		0	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater								
Cationic Liquid Asphaltic Emulsions									
Contract Item 5 Price per gallon	Polymer Modified CRS-2P	0		0		0		0	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater								
Contract Item 6 Price per gallon	AEP, E1-Prime, IE-1, or equivalent	0		0		0		0	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater								
Contract Item 7 Price per gallon	Winter Grade RS or MS	0		0		0		0	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater								
Contract Item 8 Price per gallon	CQS-1hp (Diluted)	0		0		0		0	
	a) 3000-4000 gallons								
	b) 4001-5000 gallons								
	c) 5001 gallons or greater								
Portable Storage Units									
Contract Item 9 Price per gallon	Portable Storage Unit Rental								
Contract Item 10 Price per unit	Portable Storage Unit Return								
Contract Item 11 Price per 1/4 hour	Demurrage *Charge after 2 hour grace period								

LIQUID ASPHALT MATERIAL/EMULSIONS

Attachment B: Pricing Pages by Pick-up

Vendor shall complete ATT B by identifying its plant locations (physical 911 address) and providing a price any and all grades of asphalt emulsion materials available for WVDOH Agency pick-up. Estimated quantities are not available and there is no guarantee that any one Contract Item will be purchased throughout the life of this Contract. Pricing for pick-up shall be considered the same for all plant locations.

If additional space is needed, please duplicate this page to list additional plant locations. **Bids submitted without ATT B will be disqualified from Agency Pick-up.**

Vendor Name: Russell Standard

Contract Item		Price per Gallon
<i>Anionic Liquid Asphaltic Emulsions</i>		
Contract Item 1	HFMS-2	
	a) 3000-4000 gallons	
	b) 4001-5000 gallons	
	c) 5001 gallons or greater	
Contract Item 2	RS-2	
	a) 3000-4000 gallons	
	b) 4001-5000 gallons	
	c) 5001 gallons or greater	
Contract Item 3	Polymer Modified RS-2P	
	a) 3000-4000 gallons	
	b) 4001-5000 gallons	
	c) 5001 gallons or greater	
Contract Item 4	SS-1H (Diluted)	
	a) 3000-4000 gallons	
	b) 4001-5000 gallons	
	c) 5001 gallons or greater	
<i>Cationic Liquid Asphaltic Emulsions</i>		
Contract Item 5	Polymer Modified CRS-2P	
	a) 3000-4000 gallons	\$2.95
	b) 4001-5000 gallons	\$2.95
	c) 5001 gallons or greater	\$2.95
Contract Item 6	AEP, E1-Prime, IE-1, or equivalent	
	a) 3000-4000 gallons	
	b) 4001-5000 gallons	
	c) 5001 gallons or greater	
Contract Item 7	Winter Grade RS or MS	
	a) 3000-4000 gallons	\$2.93
	b) 4001-5000 gallons	\$2.93
	c) 5001 gallons or greater	\$2.93
Contract Item 8	CQS-1hp (Diluted)	
	a) 3000-4000 gallons	
	b) 4001-5000 gallons	
	c) 5001 gallons or greater	

Plant Locations	
Location 1	
118 Siloam Rd	
Chambersburg, Pa 17201	
Location 2	
3450 Asiatic Ave	
Baltimore, MD 21226	
Location 3	
1210 Perry Highway	
Mercer, PA 16137	
Location 4	
990 Hazel Street	
Akron, OH 44305	
Location 5	
1124 South Holden Rd.	
Greensboro, NC 27407	
Location 6	
3847 Pottsville Pike	
Reading, PA 19605	

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/15/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Huntington Insurance, Inc. 310 Grant Street, 2nd floor Pittsburgh, PA 15219 888 576-7900	CONTACT NAME: Mary Ann Masullo, CIC PHONE (A/C, No, Ext): 412-667-6544 FAX (A/C, No): 877-489-9126 E-MAIL ADDRESS: maryann.masullo@huntington.com														
INSURED Russell Standard Corporation and Hammaker East LTD 285 Kappa Dr Suite 300 Pittsburgh, PA 15238	<table border="1"> <thead> <tr> <th data-bbox="815 426 1435 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1435 426 1570 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 453 1435 480">INSURER A : Old Republic Insurance Co.</td> <td data-bbox="1435 453 1570 480">24147</td> </tr> <tr> <td data-bbox="815 480 1435 508">INSURER B : Imperium Insurance Co.</td> <td data-bbox="1435 480 1570 508">35408</td> </tr> <tr> <td data-bbox="815 508 1435 535">INSURER C : Travelers Property Cas Co of America</td> <td data-bbox="1435 508 1570 535">25674</td> </tr> <tr> <td data-bbox="815 535 1435 562">INSURER D : Continental Insurance Co.</td> <td data-bbox="1435 535 1570 562">35289</td> </tr> <tr> <td data-bbox="815 562 1435 590">INSURER E : Charter Oak Fire Insurance Co.</td> <td data-bbox="1435 562 1570 590">25615</td> </tr> <tr> <td data-bbox="815 590 1435 617">INSURER F :</td> <td data-bbox="1435 590 1570 617"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Co.	24147	INSURER B : Imperium Insurance Co.	35408	INSURER C : Travelers Property Cas Co of America	25674	INSURER D : Continental Insurance Co.	35289	INSURER E : Charter Oak Fire Insurance Co.	25615	INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY31336322	05/31/2022	05/31/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB31336422 Comp Ded: \$1,000 Coll Ded: \$1,000	05/31/2022	05/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			ARUIICCX000005200	05/31/2022	05/31/2023	EACH OCCURRENCE \$5,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EX3T3150822NF	05/31/2022	05/31/2023	AGGREGATE \$5,000,000 Occ/Agg \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	MWC31336222	05/31/2022	05/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Excess Liab			5094006477	05/31/2022	05/31/2023	\$5,000,000
E	Leased Equip			QT6609513C484COF22	01/01/2022	01/01/2023	\$500,000

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

Certificate holder is additional insured under the General Liability policy per attached endorsements
 CG 2010 1219 and CG 2037 1219. 30 Day Cancellation applies except for non-payment of premium per attached forms PIL 029 1010 and WC 990364 0311.

CERTIFICATE HOLDER**CANCELLATION**

State of West Virginia
1900 Kanawha Blvd. E. Bldg 5
Charleston, WV 25305

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



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CERTIFICATE HOLDER MAILING ADDRESS:

State of West Virginia
1900 Kanawha Blvd. E. Bldg 5
Charleston, WV 25305

If you are receiving this certificate thru the USPS and would prefer to receive future certificates electronically, please submit your request including email address or fax number to Huntington Insurance, Inc.:

Email: ComInsurance@Huntington.com
Fax: 877-236-2261

Please Reference: Russell Standard Corporation and

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
State of West Virginia 1900 Kanawha Blvd. E. Bldg 5 Charleston, WV 25305	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
State of West Virginia 1900 Kanawha Blvd. E. Bldg 5 Charleston, WV 25305	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

This endorsement modifies the notice of cancellation of insurance provided hereunder by adding the following:

- A.** In the event this policy is cancelled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancellation to certificate holders set out in the schedule on file with the Company, after notifying the first Named Insured of such cancellation. Notice of cancellation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancellation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancellation date, nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

- A.** In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.
- B.** This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

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CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: **WV033833**

CLASSIFICATION:
ASPHALT

**RUSSELL STANDARD CORP
DBA RUSSELL STANDARD CORP
285 KAPPA DRIVE STE 300
PITTSBURGH, PA 15238-2817**

DATE ISSUED

MAY 26, 2022

EXPIRATION DATE

MAY 26, 2023

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



**WEST VIRGINIA
CONTRACTOR
LICENSING BOARD**

A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "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. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 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 _____ 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 of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

☐ **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:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **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 Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: 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. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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 Purchasing Division 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 Purchasing Division 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 or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

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 Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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. 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>.

31. 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 West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia 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 Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division 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 West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. 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.

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

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. 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.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.

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

1. 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
2. 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.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Name, Title) Ben Statler Regional Sales Rep
(Printed Name and Title) Ben Statler Regional Sales Rep
(Address) 1514 Black Gap Rd. Fayetteville, PA 17222
(Phone Number) / (Fax Number) (717) 680-1762 / (717) 352-8187
(email address) ben.statler@RussellStandard.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Russell Standard
(Company) Ben Statler Regional Sales
(Authorized Signature) (Representative Name, Title) Ben Statler Regional Sales Rep
(Printed Name and Title of Authorized Representative) (Date) 7-20-22
(Phone Number) (Fax Number) (717) 680-1762 / (717) 352-8187
(Email Address) ben.statler@russell-standard.com

REQUEST FOR QUOTATION
Liquid Asphalt Material/Emulsions

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** On behalf of the West Virginia Division of Highways the West Virginia Purchasing Division is soliciting bids to establish an open-end contract for the delivery of liquid asphalt material/emulsions to WVDOH locations statewide or by WVDOH Agency pick-up from Vendor plant locations.

All responsible Vendors will be awarded a contract for this solicitation, per Section 5 of these contract specifications. The low-bid vendor will be chosen from awarded Vendors by each District, based on the low-bid unit price per Contract Item.

2. **DEFINITIONS:** The terms listed below shall have the following meanings assigned to them throughout this Solicitation. Additional definitions are provided in Section 2 of the General Terms and Conditions.

2.1 **“AASHTO”** – American Association of State Highway and Transportation Officials. Reference: www.transportation.org

2.2 **“ASTM International” and “ASTM”** – interchangeable terms for what is formerly known as the American Society for Testing and Materials. Reference: www.astm.org

2.3 **“Attachment A,” “Pricing Pages by Delivery,” and “ATT A”** – interchangeable terms used throughout this solicitation referring to the mandatory form provided as an electronic spreadsheet upon which Vendor shall enter its pricing for the delivery of Contract Items.

2.4 **“Attachment B,” “Pricing Pages by Pick-up,” and “ATT B”** - interchangeable terms used throughout this solicitation referring to the mandatory form provided upon which Vendor shall identify its plant locations and enter its pricing for the pick-up of Contract Items by WVDOH Agencies.

2.5 **“Contract Item” or “Contract Item(s)”** – interchangeable terms for the items available for Vendor to provide pricing. Contract Items are identified in Section 3 of this Solicitation and referenced throughout.

2.6 **“Contractor” and “Vendor”** –interchangeable terms referring to 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.

2.7 **“Emergency Work” and “Emergency Requests”**- interchangeable terms for the delivery of goods and/or services which must be supplied without delay, owing to circumstances for which the WVDOH could not have reasonably expected.

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Liquid Asphalt Material/Emulsions

- 2.8 “F.O.B.” or “Free on Board”** - interchangeable terms used to indicate that a Vendor or its designee will deliver goods via truck/other conveyance without any expense to the purchaser.
- 2.9 “Liquidated Damages”** - monetary compensation due from the Vendor in the event the Vendor’s performance falls short of contractual stipulation or breaches the contract. Delays in the delivery of goods and/or services or quality failures or corrections by the Vendor may result in the Agency assessing charges for such deficiencies per these contract Specifications, the Standard Specs Section 108.7, as amended, and calculated from the table posted at the WVDOH Contract Administration’s Specifications and Documents website, as amended: <https://transportation.wv.gov/highways/contractadmin/specifications/Pages/LiquidDatedDamages.aspx>.
- 2.10 “MP”** –refers to a Materials Procedure per the Materials Control, Soils, and Testing Division of the West Virginia Division of Highways. Reference: <https://transportation.wv.gov/highways/mcst/Pages/default.aspx>
- 2.11 “MCS&T”** – refers to the Materials Control, Soils, and Testing Division of the West Virginia Division of Highways.
- 2.12 “Solicitation”** – the official notice of an opportunity to supply the State with goods and/or services that is published by the West Virginia Division of Highways.
- 2.13 “Standard Specs”** – The West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, adopted latest edition, and as amended or modified by any subsequent Supplemental Specifications.
- 2.14 “WVDOH” and “Agency”**– interchangeable terms for the West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

- 3.1** The following Standard Specs Sections shall apply to the administration of this contract: 101, 102, 103, 105, 106, 107, 108, 109, and 110, as amended.

Materials, equipment, and performance of this contract shall conform, but are not limited to, the requirements of Standard Specs Sections 705, as amended.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the Supplemental Latest Edition) using the

REQUEST FOR QUOTATION
Liquid Asphalt Material/Emulsions

attached Standard Specifications Order Form. The completed form should be submitted by email to DOTSpecifications@wv.gov or mailed to:

West Virginia Division of Highways
Technical Support Division
1334 Smith Street
Charleston, West Virginia 25301

A free electronic copy of the Standard Specs may be obtained by sourcing:
<http://transportation.wv.gov/highways/contractadmin/specifications/Pages/default.aspx>

3.2 Documentation to be Included with the Bid: Vendors should carefully read the entire solicitation invitation. The Vendor should include as part of their bid response:

- Certification and Signature Page (within General Terms and Conditions) ✓
- Addendum Acknowledgement Form ←
- Valid West Virginia Contractor's License, if applicable.
- Contract Manager Page (page 10 of these Specifications)
- Attachments included in solicitation package (ATT A and ATT B) ✓
- Valid Certificate of Insurance; and
- Any other required forms or supporting information as described herein.

Omitting any required forms, attachments, or documentation as described throughout this contract could deem a bid non-responsive and result in the disqualification of the Vendor's bid response.

3.3 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

For the delivery of Contract Items, Vendor shall enter its bid price per gallon, per County, on **Pricing Pages by Delivery, ATT A**. Delivery of materials shall be F.O.B. destination.

For the pick-up of Contract Items by the WVDOH, Vendor shall list its plant locations and enter bid pricing per gallon for Contract Items. Pricing for the pick-up of Contract Items on **Pricing Pages by Pick-up, ATT B** shall be considered the same for all plant locations listed.

3.3.1 Anionic Liquid Asphaltic Emulsions:

REQUEST FOR QUOTATION
Liquid Asphalt Material/Emulsions

- 3.3.1.1 Contract Item 1: HFMS-2** - Shall comply with the requirements of AASHTO M 140.
- 3.3.1.2 Contract Item 2: RS-2** - Shall comply with the requirements of AASHTO M 140.
- 3.3.1.3 Contract Item 3: Polymer Modified RS-2P** - Shall comply with the requirements of AASHTO M 208 and M 316.
- 3.3.1.4 Contract Item 4: SS-1h (Diluted)** - Shall comply with the requirements of AASHTO M 140.
- 3.3.2 Cationic Liquid Asphaltic Emulsions:**
 - 3.3.2.1 Contract Item 5: Polymer Modified CRS-2P** - Shall comply with the requirements of AASHTO M 208 and M 316.
 - 3.3.2.2 Contract Item 6: AEP, E1-Prime, IE-1, or equivalent** - Shall comply with the requirements of ASTM D2026, D2027, and/or D2028.
 - 3.3.2.3 Contract Item 7: Winter Grade RS or MS** - for late fall (after September 15th) or early spring (before April 15th). Shall comply with the requirements of AASHTO M 208, with the exception of allowing for 5% distillate on the Residue by Distillation.
 - 3.3.2.3.1** Vendor shall supply the WVDOT District Engineer or designee with documentation stating the aggregate and asphalt emulsion to be used, verifying that they have been tested together and are compatible, and stating that they will break and cure at temperatures below 50°F and in overnight freezes.
 - 3.3.2.4 Contract Item 8: CQS-1hp (Diluted)** – Shall comply with the requirements of AASHTO M 316.
- 3.3.3 Portable Storage Units (Delivery Orders):** Each WVDOT District location shall issue a Delivery Order for Vendor to provide and deliver portable storage tanks or “drop” transport tank trailers to WVDOT project or storage sites as specified on the Delivery Order.
 - 3.3.3.1 Contract Item 9: Portable Storage Unit Rental** - Portable storage tanks and transport tank trailer units shall have a minimum capacity of 5,000 gallons and meet the requirements contained in Sections

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3.5 and 3.6 of these specifications. For either type of storage unit provided, Vendor shall bid one price per gallon, per County, on **Pricing Pages by Delivery, ATT A.**

3.3.3.2 Contract Item 10: Portable Storage Unit Return - The return of a portable storage unit shall be bid by Vendor as one price per storage unit, per County, on **Pricing Pages by Delivery, ATT A,** regardless of the amount of unused material remaining in a unit at the time of return.

3.3.3.3 Contract Item 11: Demurrage - Should Vendor require demurrage fees for delays by the WVDOH in the loading/ unloading of portable storage tanks or transport tank trailers to designated WVDOH project or storage sites, a two (2) hour grace period (the initial loading/unloading time) shall be included in the pricing of Contract Items 9 and 10. Vendor shall bid one price per County for each additional one-quarter (1/4) hour of loading/unloading time following the initial two (2) hour grace period.

3.4 Emergency Requests: As ordered by WVDOH District Engineer or their designee, emergency requests shall be initiated within forty-eight (48) hours from when the Delivery Order is received by the vendor, or within a time frame negotiated by WVDOH and the Vendor. The determination of emergency work will be in accordance with Section 2.7 of this Solicitation and prominently noted on Delivery Order. Designated emergency projects will be paid at 1.50 times the vendors bid price.

3.5 Testing: In accordance with MP 401.02.25, MCS&T maintains an approved list of asphalt materials and sources on their website at [https://transportation.wv.gov/highways/mcst/Pages/APL By Number.aspx](https://transportation.wv.gov/highways/mcst/Pages/APL%20By%20Number.aspx). To maintain their approved status, these materials are routinely tested throughout the year by the Asphalt Section at MCS&T. Any asphalt material on the most recent list does not require additional testing beyond the standard requirements of MCS&T unless specifically requested by the WVDOH.

Per MP 401.02.25, when a non-approved grade of asphalt material is furnished by a supplier, the following requirements shall apply:

3.5.1 The supplier shall be required to furnish samples of each batch or lot of material, to be tested by an authorized WVDOH representative.

3.5.2 The samples shall be taken in accordance with MP 700.00.01 and tested to assess compliance with the governing specifications in a WVDOH approved laboratory.

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To review an electronic copy of this requirement, please source:
<https://transportation.wv.gov/highways/mcst/Pages/WVDOH-Materials-Procedures.aspx>

- 3.6 Storage and Delivery Requirements:** Insulated storage tanks shall be used in the storage and/or delivery of asphalt materials unless otherwise specified on Delivery Order. All such equipment must be in good mechanical condition, equipped with standard fittings, connections, and necessary facilities for sealing. All storage tanks/transport tank trailers shall be properly cleaned by the Vendor prior to loading. Any delivered storage tanks/transport tank trailers found not to be properly equipped and/or contains contaminated material will be rejected and returned to the Vendor at the Vendor's expense.
- 3.7 Material Temperature Requirement:** Net gallons furnished shall be no less than 60°F. The Vendor shall provide certificates showing the loading temperature, number of gallons loaded at loading temperatures, number of gallons allowed for shrinkage, and net gallons at 60°F. Any delivered material not meeting these requirements will be rejected and returned to the Vendor at the Vendor's expense.
- 4. PANDEMIC-RESPONSE SAFETY PROTOCOLS:** In addition to a Vendor's established safety protocols and the WVDOH's established safety protocols outlined in the Standard Specs, as amended, the Vendor, Vendor's staff, or designee shall adhere to all WVDOH's pandemic-response protocols while present at WVDOH delivery locations. Vendors may obtain the WVDOH's pandemic-response protocols by contacting the WVDOH District Engineer or designee.
- 5. CONTRACT AWARD:** This contract is intended to provide Agencies with a purchase price on all Contract Items for Delivery by Vendor and Pick-up by Agency. All qualified, responsible Vendors shall be awarded a contract for those Contract Items bid which meet all mandatory requirements of this Solicitation.
- 5.1 Determining Low Bid for Delivery (ATT A):** To determine the low bid Vendor for Delivery, the WVDOH District Engineer or designee will determine quantities needed and calculate the lowest overall total cost of all the Contract Item(s) needed per County, as F.O.B. Delivery. For Contract Item delivery, demurrage shall be awarded to the corresponding low-bid Vendor. The WVDOH reserves the right to request any one or combination of items awarded.
- 5.2 Determining Low Bid for Pick-up (ATT B):** The WVDOH District Engineer, or their designee, shall determine the low-bid Vendor for Pick-up at the time of need by calculating the Vendors pricing for all needed Contract Items plus WVDOH's

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mileage expense, from the WVDOH location to the Vendor's plant location, using the formula below.

$$\begin{array}{r} \text{Total Cost of Contract Items on Delivery Order} \\ + \text{ Mileage to Vendors Pick Up Location} \times \$ 4.0930 \text{ WVDOH fuel expense} \\ \hline \text{Total used for low-bid Pick-up Vendor determination} \end{array}$$

In-state mileage will be determined by the WVDOH by utilizing the WVDOH Straight Line Diagrams from the WVDOH location of need to the Vendors Pick Up Location. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each WVDOH office and the WVDOH Central Office. Out-of-state mileage will be determined by the WVDOH utilizing "Google Maps" or a similar source for routing to the WV State line at which time the Straight-Line Diagrams will be sourced.

The WVDOH reserves the right to request any one or combination of items awarded.

- 5.3 Pricing Pages (ATT A and ATT B):** Vendor shall NOT add, delete, or modify spreadsheet column and row headers or Contract Item descriptions on **Pricing Pages by Delivery, ATT A.** and **Pricing Pages by Pick-up, ATT B.** Making any such changes to the format or failure to complete ATT A and ATT B in their entirety may result in the disqualification of Vendor's bid. Vendor should type or electronically enter the information into the ATT A and ATT B spreadsheets to prevent errors in the evaluation. In most cases, Vendor can request an electronic copy for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

- 5.3.1 Pricing Pages by Delivery (ATT A):** Vendor shall complete ATT A by providing a price for any or all grades of asphalt emulsion materials and portable storage units. There is no price escalation clause.

- 5.3.1.1 ATT A** contains a list of Contract Items with estimated purchase volumes as an approximation only. No future use of the Contract or any individual item is guaranteed throughout the life of this contract.

- 5.3.2 Pricing Pages by Pick-up (ATT B):** Vendor shall complete ATT B by identifying its plant locations and providing a price for any or all grades of asphalt emulsion materials available for pick-up by the WVDOH.

- 5.3.2.1** Estimated quantities are not available and there is no guarantee that any one Contract Item on ATT B will be purchased throughout the life of this Contract. There is no price escalation clause.

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5.3.2.2 Bid evaluation will be based on the bid prices submitted on the **Pricing Pages by Delivery, ATT A** and **Pricing Pages by Pick-up, ATT B**. Vendor's entries of bid prices or other notations made in the wvOASIS commodity lines/descriptions will not be considered for bid evaluation or award.

5.4 Contract Award Transition: Upon award of this contract, the WVDOT Operations Division will announce the effective date of use of this contract to the Districts and the Vendors, whether it is by the effective date, the completed and encumbered date, or an established date by the WVDOT. Upon the announced effective date of use, any Delivery Order issued prior to the award of the contract shall remain in effect and should not be cancelled until that Delivery Order is filled; however, after ten (10) working days of the Districts and Vendors notice, any Delivery Order that has not been completely filled by the Vendors shall NOT be completed, and a cancellation notice will be sent to that Vendor from the issuing District for cancellation of the balance of that Delivery Order only. No Delivery Orders from prior contracts should be held open by the Districts or Vendors longer than ten (10) working days after the effective date of use is announced for the new contract.

5.5 Cooperative Contracting: The purchase prices on all Contract Items on this contract, available for the WVDOT, shall be adoptable for other public agencies up on their request. Agencies under the authority of the West Virginia Purchasing Division must receive prior approval by the Purchasing Director.

6. ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or any other written forms of communication. Vendor shall maintain and keep current its phone numbers, fax number, e-mail address, locations and ordering/billing/ payment addresses with WVDOT and in wvOASIS. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

6.1.1 Delivery Order: WVDOT will initiate the Delivery Order on a WV-39 Release Order form generated by a WVDOT District Engineer or designee to include Contract Items needed, the delivery location, and the due date, which shall become the agreed upon delivery or pick-up date.

6.1.1.1 The WVDOT will place orders for no less than 3,000 gallons per Delivery Order, regardless of whether the order is for Vendor

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Delivery or Agency Pick-up. The Agency should consider a lead time on their Delivery Order that is reasonable for the Vendor to comply with. Emergency requests shall be prominently noted on the Delivery Order. Once complete, the Delivery Orders shall be sent to Vendor via fax, email, or postal mail. **Any verbal communications to initiate or make modifications to an order from this contract are not acceptable as a Delivery Order.**

- 6.2 Payment:** Upon completion of the work indicated on the Delivery Order, Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, as well as Electronic Funds Transfer as methods to process payment for goods and services. The Vendor shall accept the State of West Virginia's Purchasing Card and Electronic Funds Transfer for payment of orders under this Contract. Electronic Funds Transfer for payment is available through the WV State Auditor's Office. The Vendor may visit the WV State Auditor's website (wvsao.gov) for all necessary forms and instructions. Payment method may be dictated at WVDOH's discretion.

7. PROJECT ACCEPTANCE, DELIVERY AND RETURN:

- 7.1 Project Acceptance and Written Verification of Receipt:** Upon receipt of a WVDOH Delivery Order, the Vendor shall advise the WVDOH in writing within three (3) calendar days of their acceptance or refusal of the Delivery Order. As verification of receipt, Vendor must provide written acknowledgement of any Delivery Orders and any Revisions/Modifications thereto sent by WVDOH. Failure to provide the WVDOH with written acknowledgement of any Delivery Orders/Revisions within five days of the Delivery Order being sent shall be considered refusal of the Delivery Order. In the event of refusal, the WVDOH at its own discretion shall cancel the Delivery Order and may seek to obtain the goods or services from the next low bid Vendor or proceed with an Emergency Purchase from the open market.
- 7.2 Delivery Time:** Vendor shall deliver standard orders within five (5) working days. Vendor shall deliver emergency orders per Section 2.7 and 3.4 of this Solicitation. Vendor shall deliver all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 7.3 Late Delivery:** If a Delivery Order will be delayed for any reason, Agencies placing an order under this Contract must be notified in writing no later than three (3) days after Vendor's acceptance of the Delivery Order. At the Agency's discretion, any delivery delay or failure that could cause harm to an agency will be grounds for

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cancellation of the Delivery Order and the Agency may seek to obtain items from the next low bid Vendor or proceed with an Emergency Purchase from the open market.

Any Agency seeking to obtain items from the open market under this provision must first obtain the approval of the Purchasing Division.

7.3.1 Late Delivery Fee: The WVDOH reserves the right to charge a late delivery fee to the Vendor when a specified delivery time is not met. After an initial two (2) hour grace period, the late delivery fee will be calculated at the rate of \$100.00 for each one-quarter (1/4) hour of late delivery, not to exceed the daily charges identified in the Schedule of Liquidated Damages shown in Section 7.3.2.

7.3.2 Liquidated Damages: If the vendor's delivery of goods/services or corrections thereto exceeds the Delivery Order completion due date/timeframe, the Vendor shall agree that no extension of contract time will be granted unless Liquidated Damages are applied by the WVDOH in the form of an off-set reduction to the total amount of the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages applied by the WVDOH in the form of an off-set reduction to the total amount for the Vendor's final invoice. The WVDOH shall calculate Liquidated Damages per project beginning on day one (1) after the WVDOH's specified Delivery Order due date, in accordance with this Section, the contract's Terms and Conditions, and the Standard Specs Section 108.7, as amended:

Table 108.7.1
Schedule of Liquidated Damages

Original Contract Amount		Daily Charges Per Calendar Day
For More Than	To and Including	
\$0	\$500,000	\$300
\$500,000	\$2,000,000	\$600
\$2,000,000	\$10,000,000	\$1,500
\$10,000,000	\$25,000,000	\$3,000
\$25,000,000		\$4,000

7.4 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost/discount of standard order delivery charges in its bid pricing and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

7.5 Return of Unacceptable Items: The decision of the WVDOH District Engineer or designee regarding materials, quality, etc., shall be final per Standard Specs Section

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105.1, as amended. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall arrange for the return according to WVDOH instruction or within five (5) days of being notified that items are unacceptable. Vendor may also permit the Agency to arrange for the return and reimburse the Agency for delivery expenses. All returns of unacceptable items shall be F.O.B. the Agency's location. At the Agency's discretion, the returned product shall either be replaced or, the Agency shall receive a full credit or refund for the purchase price.

8. VENDOR DEFAULT:

8.1 The following shall be considered a vendor default under this Contract:

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default:

8.2.1 Immediate cancellation of the Contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

9.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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- 9.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary Contract Manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager: Ben Statler
Telephone Number: (717) 680-1762
Fax Number: (717) 352-8187
Email Address: ben.statler@russellstandards.com

Vendor shall inform the agency in writing of any changes to the information provided above within ten (10) calendar days of such changes. Failure to comply may be grounds for cancellation of this contract.