



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

Request for Quotation

RFQ NUMBER
669C0033

PAGE
1

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

VENDOR

*709063002 606-921-6817
MARATHON PETROLEUM COMPANY LLC
15085 MAYO TRAIL ROAD
C/O BIG SANDY ASPHALT
CATLETTSBURG KY 41129

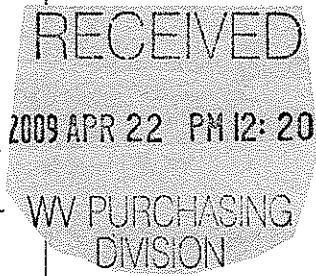
SHIP TO

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/06/2009				

BID OPENING DATE: **04/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1			745-07		
<p>LIQUID ASPHALT MATERIAL</p> <p>OPEN END CONTRACT</p> <p>TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO SUPPLY LIQUID ASPHALT MATERIALS FOR THE WEST VIRGINIA DIVISION OF HIGHWAYS PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>W. Webb</i>	TELEPHONE 606-921-6817	DATE 4/22/09	
TITLE Mgr., Southern Asphalt	FEIN 31-1537655	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH</p>						

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ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.
 VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

William J. Holt
 SIGNATURE
Marathon Petroleum
 COMPANY
April 16, 2009
 DATE



REV. 11/96

PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: 33						
RFQ. NO.: 669C0033						
BID OPENING DATE: 4/22/09						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
606-921-6814						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
J. Jeffrey Rutherford						

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***** THIS IS THE END OF RFQ 669C0033 ***** TOTAL:						

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1. SPECIFICATIONS

The following sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications Roads and Bridges, adopted 2000, as modified by the current Supplemental Specifications at time of bid opening shall apply to the administration of this Contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2, and 109.20.

The terms "Contractor" and "Vendor" used in the above specifications or this contract are interchangeable. Contractor shall mean Vendor and Vendor shall mean Contractor.

West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000 and the current Supplemental Specifications at time of bid opening may be obtained from:

West Virginia Division of Highways
State Capitol Complex
Engineering Division, Technical Section
1900 Kanawha Blvd., East, Bldg. 5, Room A-650
Charleston, West Virginia 25305

2. ASPHALT MATERIAL

Material supplied under this contract shall conform to the sections of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000, as modified by the current Supplemental Specifications at time of bid opening listed on the Bid Schedule for Anionic Liquid Asphalt Emulsion and Cationic Liquid Asphalt Emulsion, except as follows:

2.1 SS-1 DILUTED AND SS-1h DILUTED

SS-1 or SS-1h meeting the requirements of AASHTO, M 140, shall be diluted by the addition of one part water to each part.

2.2 POLYMER MODIFIED EMULSIFIED ASPHALT

Polymer modified emulsified asphalt (cationic grade) shall meet the requirements of AASHTO M208, Grade CRS-2, with the following additions and revisions.

<u>TEST</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Viscosity Saybolt Furol, at 50° C, seconds	200	500
Elastic Recovery*	50	

*The test procedure for the Elastic Recovery test shall be in accordance with MP 705.11.20.

3. BIDDING INSTRUCTIONS

DELIVERY: The purpose of this Contract is to provide for the delivery of LIQUID ASPHALT MATERIAL to any location within the County set out in the Bid Schedules. Actual quantities to be delivered to each location will be specified in a State Contract Purchase Order (SCO) which will be issued by the Division of Highways at the time delivery is required.

QUOTATIONS: Vendors may bid to furnish any or all of the various grades of asphalt material listed on the Bid Schedules. The bid prices shall be shown FOB Vendor's plant and/or Tank Truck Delivered to Division of Highways storage tanks or job sites within the County.

Any qualification of bids or any modification of the specifications or conditions governing the bids may be cause for their rejection.

SPECIAL NOTE: Any qualification of the bids with a price escalation clause will not be honored by the Division of Highways and the Contract will be awarded as if the price escalation qualification by the Vendor had not been made.

DEMURRAGE: Should a Vendor expect to collect demurrage on tank truck transport units, after a designated period of time, occasioned by delay in unloading when delivering to other than company owned storage facilities such as mentioned in the paragraph entitled "Storage Facilities", the fact shall be so stated on the bid and the rate recorded.

RETURNED LOADS: The Vendor may quote a lump sum bid for the return of a complete or partial tank truck load of material not accepted by the Division of Highways. For the return load charge to be applied, the material must be returned through no fault of the vendor.

STORAGE FACILITIES: Upon request the Vendor will be required to furnish portable storage facilities at the West Virginia Division of Highways project sites. The Vendor shall be notified a minimum of five (5) working days in advance of delivery when portable storage facilities are required. These portable storage tanks shall have a capacity of not less than 5,000 gallons and shall meet the requirements contained in the section "Equipment". The Vendor may elect to

"drop" a transport tank trailer in lieu of furnishing a portable storage tank. The rental thereof shall be that established for portable storage tank usage. Should a Vendor expect to collect rental for portable storage facilities or "drop" transport trailers that fact shall be stated on the bid and the rate recorded in the paragraph entitled "Rental".

EQUIPMENT: Insulated storage tanks and tank trucks shall be used in storage and/or delivery unless otherwise specified in shipping instructions. All such equipment must be in good mechanical condition, equipped with standard fittings and connections and shall have the necessary facilities for sealing. All tank trucks shall be properly cleaned by the Vendor prior to loading. Any tank truck found not to be properly equipped and/or to contain contaminated material, will be rejected and returned to the Vendor at the Vendor's expense.

4. **CONTRACT AWARD**

All qualified Vendors who submit a valid bid "FOB Vendor's Plant" will be awarded a contract for those items bid.

Qualified Vendors who submit a valid low bid "Tank Truck Delivery" will be awarded a contract for those locations and those items for which their bid is low.

5. **TESTING**

All material furnished on awarded contracts shall be sampled at the Vendor's plant by a representative of the West Virginia Division of Highways and forwarded by that representative to the Division's Contract Administration Division, Materials Section for analysis and report on conformity with specifications.

When asphalt material is furnished by a supplier who is not certified under provisions of MP 401.02.25, the supplier shall be required to have each batch or lot of material, to be furnished to the Division, sampled by a Division approved agency, in accordance with MP 700.00.01 and shall have the samples tested for compliance with the governing specifications in a Division approved laboratory.

6. **LATE DELIVERY CHARGE**

The West Virginia Division of Highways will assess a late delivery charge against the Vendor when a specified delivery time is not met. The amount of the late delivery charge will be calculated at the rate of One Hundred Dollars (\$100.00) for each one-quarter (1/4) hour of the late delivery. A two (2) hour grace period will be allowed when assessing late delivery charges.

7. **BASIS OF PAYMENT**

ASPHALT MATERIAL: Unless otherwise specified, payment shall be based on the bid price for the net gallons furnished on each order at 60 degrees F. The Vendor shall furnish certificates showing loading temperature; number of gallons loaded at loading temperatures; number of gallons allowed for shrinkage; net gallons at 60 degrees F.

DEMURRAGE: Maximum unloading time two (2) hours free, a charge of \$ 20.00 for each additional one-quarter (1/4) hour.

RENTAL: Portable storage tank or "Drop" tank trailer in place; add \$ 0400 per gallon stored.

The DOH Classification for Demurrage, Rental, Return Load, and Late Delivery will be the same as material classification of the purchased item (no inventory units).

The quantities recorded in the attached list are 2004 purchases. They may increase or decrease in accordance with normal requirements of the West Virginia Division of Highways, and as may be necessary due to prevailing conditions.

8. **VENDOR'S INVOICES**

Vendor's invoices must be submitted in original and one copy and contain the following:

- a) This Purchase Order Contract number.
- b) The Division of Highways State Contract Order (SCO) number.
- c) Delivery destination, including county name.
- d) Total quantity and unit price with the total cost of each type of material furnished.
- e) Demurrage and return load charges must be shown on the invoice for the material for which they apply.

NOTE: Under no circumstances will the West Virginia Division of Highways accept, or pay for, quantities of materials in excess of the quantity stated on the State Contract Order (SCO)

BID SCHEDULE

F.O.B. VENDOR'S
PLANT

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>		
A1	RS-1	011-020-000001	}	_____ @ <i>No Bid</i> per Gal.
A2	RS-2	011-020-000002		
B1	MS-1	011-020-000003	}	_____ @ _____ per Gal.
B2	MS-2	011-020-000004		
C1	HFMS-1	011-020-000018	}	_____ @ <i>No Bid</i> per Gal.
C2	HFMS-2	011-020-000019		
D1	SS-1 (Diluted)	011-020-000021	}	_____ @ _____ per Gal.
D2	SS-1h (Diluted)	011-020-000023		

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>		
E1	CRS-2	011-020-000008		_____ @ _____ per Gal.
F1	CMS-2	011-020-000011		_____ @ _____ per Gal.
G1	Polymer Modified Cationic Grade	011-020-000024		_____ @ _____ per Gal.

Location of Vendor's Plant (s) Catlettsburg, Ky.

NOTE: Vendor should type price

The "Bid Schedule" is available for download on Purchasing's Web site at
www.state.wv.us/admin/purchase

BID SCHEDULE

**Tank Truck
Delivery**

District ONE County BOONE

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }	_____	@	<u>\$ 1,7830</u> per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }	_____	@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }	_____	@	<u>1.783</u> per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }	_____	@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008	_____	@	_____ per Gal.
M1	CMS-2	011-020-000011	_____	@	_____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024	_____	@	_____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	<u>\$ 760.00</u> lump sum

BID SCHEDULE

Tank Truck
Delivery

District ONE County CLAY

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001	}	_____	@ <u>\$1.773</u> per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003	}	_____	@ _____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018	}	_____	@ <u>1.773</u> per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021	}	_____	@ _____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		_____	@ _____ per Gal.
M1	CMS-2	011-020-000011		_____	@ _____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		_____	@ _____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)				@ <u>\$775.00</u> lump sum

BID SCHEDULE

Tank Truck
Delivery

District ONE County KANAWHA

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }		@	<u>\$1.772</u> per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }		@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }		@	<u>1.772</u> per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }		@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		@	_____ per Gal.
M1	CMS-2	011-020-000011		@	_____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		@	_____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	<u>\$750.00</u> lump sum

BID SCHEDULE

Tank Truck
Delivery

District ONE County MASON

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001	}	_____	@ <u>\$ 1.764</u> per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003	}	_____	@ _____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018	}	_____	@ <u>1.764</u> per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021	}	_____	@ _____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		_____	@ _____ per Gal.
M1	CMS-2	011-020-000011		_____	@ _____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		_____	@ _____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)				@ <u>\$ 650.00</u> lump sum

BID SCHEDULE

Tank Truck
Delivery

District ONE County PUTNAM

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001	}	_____	@ <u>\$1.754</u> per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003	}	_____	@ _____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018	}	_____	@ <u>\$1.754</u> per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021	}	_____	@ _____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		_____	@ _____ per Gal.
M1	CMS-2	011-020-000011		_____	@ _____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		_____	@ _____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)				@ <u>\$525.00</u> lump sum

BID SCHEDULE

**Tank Truck
Delivery**

District TWO County CABELL

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>		
H1	RS-1	011-020-000001	}	_____ @ <u>\$ 1.753</u> per Gal.
H2	RS-2	011-020-000002		
I1	MS-1	011-020-000003	}	_____ @ _____ per Gal.
I2	MS-2	011-020-000004		
J1	HFMS-1	011-020-000018	}	_____ @ <u>1.753</u> per Gal.
J2	HFMS-2	011-020-000019		
K1	SS-1 Diluted	011-020-000021	}	_____ @ _____ per Gal.
K2	SS-1h Diluted	011-020-000023		

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>		
L1	CRS-2	011-020-000008		_____ @ _____ per Gal.
M1	CMS-2	011-020-000011		_____ @ _____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		_____ @ _____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@ <u>\$ 425.00</u> lump sum

BID SCHEDULE

Tank Truck
Delivery

District TWO County LINCOLN

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }		@	<u>\$ 1.770</u> per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }		@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }		@	<u>\$ 1.770</u> per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }		@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		@	_____ per Gal.
M1	CMS-2	011-020-000011		@	_____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		@	_____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	<u>\$ 565.00</u> lump sum

BID SCHEDULE

Tank Truck
Delivery

District TWO County LOGAN

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001	}	_____	@ <u>\$1.787</u> per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003	}	_____	@ _____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018	}	_____	@ <u>\$1.787</u> per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021	}	_____	@ _____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		_____	@ _____ per Gal.
M1	CMS-2	011-020-000011		_____	@ _____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		_____	@ _____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			_____	@ <u>\$770.00</u> lump sum

BID SCHEDULE

Tank Truck
Delivery

District TWO County MINGO

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>		
H1	RS-1	011-020-000001 }		@ <u>\$ 1.787</u> per Gal.
H2	RS-2	011-020-000002		
I1	MS-1	011-020-000003 }		@ _____ per Gal.
I2	MS-2	011-020-000004		
J1	HFMS-1	011-020-000018 }		@ <u>1.787</u> per Gal.
J2	HFMS-2	011-020-000019		
K1	SS-1 Diluted	011-020-000021 }		@ _____ per Gal.
K2	SS-1h Diluted	011-020-000023		

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>		
L1	CRS-2	011-020-000008		@ _____ per Gal.
M1	CMS-2	011-020-000011		@ _____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		@ _____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@ <u>\$ 775.00</u> lump sum

BID SCHEDULE

Tank Truck
Delivery

District TWO County WAYNE

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001	}	_____	@ <u>1.755</u> per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003	}	_____	@ _____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018	}	_____	@ <u>1.755</u> per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021	}	_____	@ _____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		_____	@ _____ per Gal.
M1	CMS-2	011-020-000011		_____	@ _____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		_____	@ _____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			_____	@ <u>450.00</u> lump sum

BID SCHEDULE

**Tank Truck
Delivery**

District THREE County JACKSON

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }		@	<u>\$1.699</u> per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }		@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }		@	<u>\$1.699</u> per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }		@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		@	_____ per Gal.
M1	CMS-2	011-020-000011		@	_____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		@	_____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	<u>\$725.00</u> lump sum

BID SCHEDULE

Tank Truck
Delivery

District THREE County ROANE

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }	_____	@	<u>\$ 1.708</u> per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }	_____	@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }	_____	@	<u>\$ 1.708</u> per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }	_____	@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008	_____	@	_____ per Gal.
M1	CMS-2	011-020-000011	_____	@	_____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024	_____	@	_____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	<u>\$ 760.00</u> lump sum

BID SCHEDULE

Tank Truck
Delivery

District SEVEN County BRAXTON

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }	_____	@	<u>\$1.718*</u> per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }	_____	@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }	_____	@	<u>\$1.718*</u> per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }	_____	@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008	_____	@	_____ per Gal.
M1	CMS-2	011-020-000011	_____	@	_____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024	_____	@	_____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	<u>\$785.00</u> lump sum

BID SCHEDULE

Tank Truck
Delivery

District SEVEN County WEBSTER

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>		
H1	RS-1	011-020-000001 }	_____	@ ^{\$} 1.722 per Gal.
H2	RS-2	011-020-000002		
I1	MS-1	011-020-000003 }	_____	@ _____ per Gal.
I2	MS-2	011-020-000004		
J1	HFMS-1	011-020-000018 }	_____	@ ^{\$} 1.722 per Gal.
J2	HFMS-2	011-020-000019		
K1	SS-1 Diluted	011-020-000021 }	_____	@ _____ per Gal.
K2	SS-1h Diluted	011-020-000023		

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>		
L1	CRS-2	011-020-000008	_____	@ _____ per Gal.
M1	CMS-2	011-020-000011	_____	@ _____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024	_____	@ _____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@ ^{\$} 1025.00 lump sum

BID SCHEDULE

Tank Truck
Delivery

District EIGHT County PENDELTON

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>		
H1	RS-1	011-020-000001 }	_____	@ <u>\$1.869</u> per Gal.
H2	RS-2	011-020-000002		
I1	MS-1	011-020-000003 }	_____	@ _____ per Gal.
I2	MS-2	011-020-000004		
J1	HFMS-1	011-020-000018 }	_____	@ <u>\$1.840</u> per Gal.
J2	HFMS-2	011-020-000019		
K1	SS-1 Diluted	011-020-000021 }	_____	@ _____ per Gal.
K2	SS-1h Diluted	011-020-000023		

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>		
L1	CRS-2	011-020-000008	_____	@ _____ per Gal.
M1	CMS-2	011-020-000011	_____	@ _____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024	_____	@ _____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@ <u>\$1,600.00</u> lump sum

BID SCHEDULE

Tank Truck
Delivery

District EIGHT County POCAHONTAS

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }	_____	@	<u>\$ 1.840</u> per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }	_____	@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }	_____	@	<u>\$ 1.840</u> per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }	_____	@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008	_____	@	_____ per Gal.
M1	CMS-2	011-020-000011	_____	@	_____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024	_____	@	_____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	<u>\$ 1,450.00</u> lump sum

BID SCHEDULE

**Tank Truck
Delivery**

District EIGHT County RANDOLPH

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }	_____	@	<u>\$1.840</u> per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }	_____	@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }	_____	@	<u>\$1.840</u> per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }	_____	@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008	_____	@	_____ per Gal.
M1	CMS-2	011-020-000011	_____	@	_____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024	_____	@	_____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	<u>\$1450.00</u> lump sum

BID SCHEDULE

**Tank Truck
Delivery**

District EIGHT County TUCKER

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001	}	_____	@ <u>1.851</u> per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003	}	_____	@ _____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018	}	_____	@ <u>1.851</u> per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021	}	_____	@ _____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		_____	@ _____ per Gal.
M1	CMS-2	011-020-000011		_____	@ _____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		_____	@ _____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			_____	@ <u>1,475</u> lump sum

BID SCHEDULE

Tank Truck
Delivery

District NINE County FAYETTE

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }	_____	@	[#] 1.8083 per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }	_____	@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }	_____	@	[#] 1.8083 per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }	_____	@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008	_____	@	_____ per Gal.
M1	CMS-2	011-020-000011	_____	@	_____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024	_____	@	_____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	[#] 785.00 lump sum

BID SCHEDULE

Tank Truck
Delivery

District NINE County GREENBRIER

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }	_____	@	[#] 1.856 per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }	_____	@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }	_____	@	[#] 1.856 per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }	_____	@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008	_____	@	_____ per Gal.
M1	CMS-2	011-020-000011	_____	@	_____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024	_____	@	_____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	[#] 1265.00 lump sum

BID SCHEDULE

Tank Truck
Delivery

District NINE County MONROE

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }	_____	@	^{\$} 1.855 per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }	_____	@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }	_____	@	^{\$} 1.855 per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }	_____	@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008	_____	@	_____ per Gal.
M1	CMS-2	011-020-000011	_____	@	_____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024	_____	@	_____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	^{\$} 1265.00 lump sum

BID SCHEDULE

Tank Truck
Delivery

District NINE County NICHOLAS

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }		@	^{\$} 1.826 per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }		@	per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }		@	^{\$} 1.826 per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }		@	per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		@	per Gal.
M1	CMS-2	011-020-000011		@	per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		@	per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	^{\$} 1050.00 lump sum

BID SCHEDULE

**Tank Truck
Delivery**

District NINE County SUMMERS

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }	_____	@	[#] 1.826 per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }	_____	@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }	_____	@	[#] 1.826 per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }	_____	@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008	_____	@	_____ per Gal.
M1	CMS-2	011-020-000011	_____	@	_____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024	_____	@	_____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	[#] 1050. ⁰⁰ lump sum

BID SCHEDULE

Tank Truck
Delivery

District TEN County MCDOWELL

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }		@	[#] 1.848 per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }		@	per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }		@	[#] 1.848 per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }		@	per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		@	per Gal.
M1	CMS-2	011-020-000011		@	per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		@	per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	[#] 1040 lump sum

BID SCHEDULE

Tank Truck
Delivery

District TEN County MERCER

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }	_____	@	[#] 1.848 per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }	_____	@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }	_____	@	[#] 1.848 per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }	_____	@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008	_____	@	_____ per Gal.
M1	CMS-2	011-020-000011	_____	@	_____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024	_____	@	_____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	[#] 1040 lump sum

BID SCHEDULE

Tank Truck
Delivery

District TEN County RALEIGH

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }		@	<u>\$1.832</u> per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }		@	per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }		@	<u>\$1.832</u> per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }		@	per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		@	per Gal.
M1	CMS-2	011-020-000011		@	per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		@	per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	<u>\$950.00</u> lump sum

BID SCHEDULE

**Tank Truck
Delivery**

District TEN County WYOMING

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
H1	RS-1	011-020-000001 }		@	<u>\$1.834</u> per Gal.
H2	RS-2	011-020-000002			
I1	MS-1	011-020-000003 }		@	_____ per Gal.
I2	MS-2	011-020-000004			
J1	HFMS-1	011-020-000018 }		@	<u>\$1.834</u> per Gal.
J2	HFMS-2	011-020-000019			
K1	SS-1 Diluted	011-020-000021 }		@	_____ per Gal.
K2	SS-1h Diluted	011-020-000023			

CATIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.11)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>DOH CLASSIFICATION</u>			
L1	CRS-2	011-020-000008		@	_____ per Gal.
M1	CMS-2	011-020-000011		@	_____ per Gal.
N1	Polymer Modified Cationic Grade	011-020-000024		@	_____ per Gal.
O1	Return Load Charge (Loads returned to terminal through no fault of the vendor)			@	<u>\$975.00</u> lump sum

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

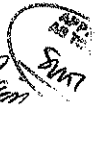
- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Meridian Petroleum Company Signed: William Webb
Date: April 16, 2009 Title: Manager, Asphalt Southern Region



*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. 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/noticeConfidentiality.pdf>.

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

Vendor's Name: Merrith Petroleum Company
Authorized Signature: William J. Webb Date: April 16, 2009

