



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:
6610C024

PAGE:
1

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

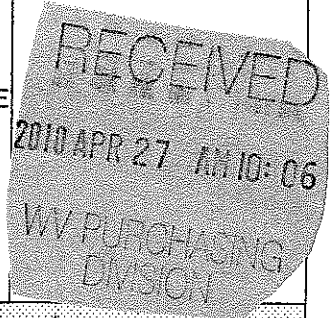
***709023648 740-374-5100**
ASPHALT MATERIALS INC
13925 STATE ROUTE 7
MARIETTA OH 45750

DIVISION OF HIGHWAYS
VARIOUS LOCALES AS INDICATED
BY ORDER

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 04/14/2010 | | | | |

BID OPENING DATE: **04/28/2010** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| 0001 | 1 | TN | | 745-07 | | |
| <p>CONTRACT TO FURNISH 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>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.</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> | | | | | | |



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **740-374-5100** DATE: **4/27/10**

TITLE: **Sales Rep** FEIN: **35-1002095** 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
 14. **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>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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*709023648 740-374-5100
 ASPHALT MATERIALS INC
 13925 STATE ROUTE 7
 MARIETTA OH 45750

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

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| 04/14/2010 | | | | |

BID OPENING DATE: 04/28/2010 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <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 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</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------------------------------|---------------------------|-----------------------------------|
| SIGNATURE <i>[Signature]</i> | TELEPHONE 740-374-5100 | DATE 4/27/10 |
| TITLE Sales Rep | FEIN 35-1002095 | ADDRESS CHANGES TO BE NOTED ABOVE |

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| <p>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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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. 05/26/2009</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR VARIOUS COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN</p> | | | | | | |

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| | | | | <p>THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</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 M 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 THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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.</p> | | |

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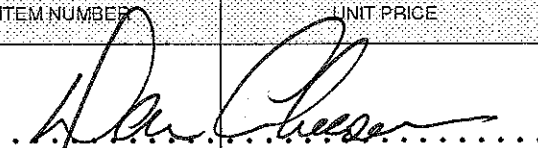
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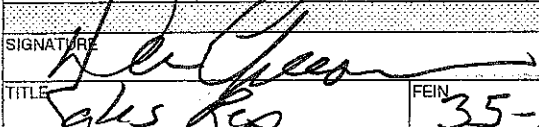
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|---|----------|-----|--------|--|------------|--------|
| | | | |  SIGNATURE Asphalt Materials, Inc. COMPANY 4/27/10 DATE | | |
| NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID. REV. 09/21/2009 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: 33 RFQ. NO.: 6610C024 | | | | | | |

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| BID OPENING DATE: | | | | 04/28/2010 | | |
| BID OPENING TIME: | | | | 1:30 PM | | |
| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: | | | | | | |
| (740) 374-5912 | | | | | | |
| CONTACT PERSON (PLEASE PRINT CLEARLY): | | | | | | |
| Darren Cheeseman | | | | | | |
| ***** THIS IS THE END OF RFQ 6610C024 ***** 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 \$25.00 for each additional one-quarter (1/4) hour.

RENTAL: Portable storage tank or "Drop" tank trailer in place; add \$ 0.20 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)

WEST VIRGINIA DIVISION OF HIGHWAYS
 MAINTENANCE OPERATIONS
 2008 LIQUID ASPHALT MATERIAL USAGE

| District | ANIONIC ASPHALT EMULSION ALL GRADES | | | | CATIONIC ASPHALT EMULSION | |
|--------------|--|----------------|-----------------|------------------|------------------------------|---------------------|
| | RS-2 | HFMS-2 | SS-1 DILUTED | SS-1h DILUTED | CMS-2 | POLYMER MODIFIED |
| 1 | 0 | 5,850 | 0 | 0 | 0 | 0 |
| 2 | 43,373 | 0 | 0 | 0 | 0 | 0 |
| 3 | 0 | 54,976 | 0 | 0 | 0 | 0 |
| 4 | 48,415 | 0 | 0 | 0 | 0 | 0 |
| 5 | 0 | 0 | 0 | 0 | 0 | 0 |
| 6 | 0 | 51,586 | 0 | 0 | 0 | 0 |
| 7 | 115,084 | 0 | 0 | 0 | 0 | 0 |
| 8 | 0 | 0 | 0 | 0 | 0 | 0 |
| 9 | 0 | 0 | 0 | 0 | 0 | 0 |
| 10 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTAL | 206,872 | 112,412 | 0 | 0 | 0 | 0 |



CERTIFICATE OF LIABILITY INSURANCE

OP ID DS
ASPHA-1

DATE (MM/DD/YYYY)

04/26/10

| | | |
|--|--|---------------|
| PRODUCER Tobias Insurance Group, Inc HQ 9247 N. Meridian St. Ste. 300 Indianapolis IN 46260 Phone: 317-844-7759 Fax: 317-844-9910 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED Asphalt Materials, Inc., Etal P.O. Box 68123 Indianapolis IN 46268 | INSURER A: Travelers Prop Cas Co of Ameri | 25674 |
| | INSURER B: Zurich American Ins. Company | |
| | INSURER C: Everest National Insurance Co. | 10120 |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------------|-------|---|---------------------|------------------------------------|-------------------------------------|--|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Proj Agg: Applies per project. GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | GC2JGLSA922J8984TIL | 06/01/09 | 06/01/10 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Proj Agg \$ 2,000,000 |
| A | | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90 | GC2JCAP922J8996TIL | 06/01/09 | 06/01/10 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| C | | EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | 71G6000304091 | 06/01/09 | 06/01/10 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below | WC929886309 | 08/01/09 | 08/01/10 | <input checked="" type="checkbox"/> WC STATE/TORRY LIMITS <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 |
| | | OTHER | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The workers compensation/employers liability policy applies in the State of West Virginia. All policies provide coverage for all locations of the named insured, including, but not limited to: Asphalt Materials, Inc., 13925 State Route 7, Marietta, OH 45750

CERTIFICATE HOLDER

WESTVA1

State of West Virginia
Dept. of Administration
Purchasing Division
2019 Washington Street East
Charleston WV 25305-0130

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

NOTEPAD:

INSURED'S NAME Asphalt Materials, Inc., Etal

ASPHA-1
OPID DSPAGE 2
DATE 04/26/10**IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:**

ANY WORDING TO INCLUDE THE HOLDER AS AN ADDITIONAL INSURED, PROVIDE COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF SUBROGATION APPLIES ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

IF YOU ARE THE REQUESTOR TO PROVIDE THIS CERTIFICATE:

Tobias Insurance Group, Inc. has, upon your request, issued the attached Certificate of Insurance.

If you did not already, we highly recommend that you provide our Agency with a copy of the insurance and indemnification provisions of the contract pertaining to the certificate request so that we may properly ascertain whether your insurance program addresses the terms, types and amounts of insurance coverage referenced by the contract.

While most certificates can be issued at no cost to you, the contract may identify insurance requirements that require the purchase of insurance coverage at an additional premium. In some instances, the coverage identified in the contract may be outside the underwriting guidelines of the insurance carrier and cannot be obtained. In other instances, you may not wish to purchase the additional coverage and may attempt to negotiate changes in the insurance requirements.

In performing the review of your contracts, neither Tobias Insurance Group, Inc. nor its employees are providing legal advice or a legal opinion concerning any portion of the contract. Our Agency is not undertaking to identify all potential liability that might arise under this contract. This review is provided for your information and should not be relied upon by third parties.

Any description of insurance coverage is subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans.

NOTE: Vendor should submit a current Insurance and Workers' Compensation Certificate with bid.

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 | } | _____ | @ \$1.85 per Gal. |
| A2 | RS-2 | 011-020-000002 | | | |
| B1 | MS-1 | 011-020-000003 | } | _____ | @ \$1.85 per Gal. |
| B2 | MS-2 | 011-020-000004 | | | |
| C1 | HFMS-1 | 011-020-000018 | } | _____ | @ \$1.85 per Gal. |
| C2 | HFMS-2 | 011-020-000019 | | | |
| D1 | SS-1 (Diluted) | 011-020-000021 | } | _____ | @ \$1.85 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 | | _____ | @ \$1.85 per Gal. |
| F1 | CMS-2 | 011-020-000011 | | _____ | @ \$2.05 per Gal. |
| G1 | Polymer Modified Cationic Grade | 011-020-000024 | | _____ | @ \$2.25 per Gal. |

Location of Vendor's Plant (s) MARIETTA AND RAYLAND OHIO

The *Bid Schedules* are ready for download on Purchasing's Web site at
www.state.wv.us/admin/purchase

BID SCHEDULE

Tank Truck
Delivery

District THREE County CALHOUN

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|---|-------|-------------------|
| H1 | RS-1 | 011-020-000001 | } | _____ | @ \$1.93 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 | } | _____ | @ \$1.93 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 | } | _____ | @ \$1.93 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 | } | _____ | @ \$1.93 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 | | _____ | @ \$1.93 per Gal. |
| M1 | CMS-2 | 011-020-000011 | | _____ | @ \$2.13 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | | _____ | @ \$2.33 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | | @ \$660.00 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 | } | _____ | @ \$1.76 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 | } | _____ | @ \$1.76 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 | } | _____ | @ \$1.76 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 | } | _____ | @ \$1.76 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 | | _____ | @ \$1.76 per Gal. |
| M1 | CMS-2 | 011-020-000011 | | _____ | @ \$1.96 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | | _____ | @ \$2.26 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | | @ \$495.00 lump sum |

BID SCHEDULE

Tank Truck
Delivery

District THREE County PLEASANTS

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|---|-------|-------------------|
| H1 | RS-1 | 011-020-000001 | } | _____ | @ \$1.91 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 | } | _____ | @ \$1.91 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 | } | _____ | @ \$1.91 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 | } | _____ | @ \$1.91 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 | | _____ | @ \$1.91 per Gal. |
| M1 | CMS-2 | 011-020-000011 | | _____ | @ \$2.11 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | | _____ | @ \$2.31 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | | @ \$495.00 lump sum |

BID SCHEDULE

Tank Truck
Delivery

District THREE County RITCHIE

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | _____ @ _____ | per Gal. |
|-------------|--------------------|---------------------------|----------------|----------|
| H1 | RS-1 | 011-020-000001 } | _____ @ \$1.91 | per Gal. |
| H2 | RS-2 | 011-020-000002 | | |
| I1 | MS-1 | 011-020-000003 } | _____ @ \$1.91 | per Gal. |
| I2 | MS-2 | 011-020-000004 | | |
| J1 | HFMS-1 | 011-020-000018 } | _____ @ \$1.91 | per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | |
| K1 | SS-1 Diluted | 011-020-000021 } | _____ @ \$1.91 | 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> | _____ @ _____ | per Gal. |
|-------------|---|---------------------------|------------------|----------|
| L1 | CRS-2 | 011-020-000008 | _____ @ \$1.91 | per Gal. |
| M1 | CMS-2 | 011-020-000011 | _____ @ \$2.11 | per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | _____ @ \$2.31 | per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | _____ @ \$495.00 | 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 | } | _____ | @ \$1.76 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 | } | _____ | @ \$1.76 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 | } | _____ | @ \$1.76 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 | } | _____ | @ \$1.76 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 | _____ | @ \$1.76 | per Gal. |
| M1 | CMS-2 | 011-020-000011 | _____ | @ \$1.96 | per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | _____ | @ \$2.26 | per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | @ \$495.00 | lump sum |

BID SCHEDULE

Tank Truck
Delivery

District THREE County WIRT

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|---|-------|-------------------|
| H1 | RS-1 | 011-020-000001 | } | _____ | @ \$1.91 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 | } | _____ | @ \$1.91 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 | } | _____ | @ \$1.91 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 | } | _____ | @ \$1.91 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 | | _____ | @ \$1.91 per Gal. |
| M1 | CMS-2 | 011-020-000011 | | _____ | @ \$2.11 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | | _____ | @ \$2.31 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | | @ \$495.00 lump sum |

BID SCHEDULE

Tank Truck
Delivery

District THREE County WOOD

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|---|-------|-------------------|
| H1 | RS-1 | 011-020-000001 | } | _____ | @ \$1.91 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 | } | _____ | @ \$1.91 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 | } | _____ | @ \$1.91 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 | } | _____ | @ \$1.91 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 | | _____ | @ \$1.91 per Gal. |
| M1 | CMS-2 | 011-020-000011 | | _____ | @ \$2.11 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | | _____ | @ \$2.31 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | | @ \$495.00 lump sum |

BID SCHEDULE

Tank Truck
Delivery

District FOUR County DODDRIDGE

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|-------|---|-----------------|
| H1 | RS-1 | 011-020-000001 } | _____ | @ | \$1.93 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 } | _____ | @ | \$1.93 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 } | _____ | @ | \$1.93 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 } | _____ | @ | \$1.93 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 | _____ | @ | \$1.93 per Gal. |
| M1 | CMS-2 | 011-020-000011 | _____ | @ | \$2.13 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | _____ | @ | \$2.33 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | @ | \$660.00 lump sum |

BID SCHEDULE

Tank Truck
Delivery

District FOUR County HARRISON

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|--|---|-----------------|
| H1 | RS-1 | 011-020-000001 } | | @ | \$1.95 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 } | | @ | \$1.95 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 } | | @ | \$1.95 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 } | | @ | \$1.95 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 | | @ | \$1.95 per Gal. |
| M1 | CMS-2 | 011-020-000011 | | @ | \$2.15 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | | @ | \$2.35 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | @ | \$825.00 lump sum |

BID SCHEDULE

Tank Truck
Delivery

District FOUR County MARION

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|-------|---|-----------------|
| H1 | RS-1 | 011-020-000001 } | _____ | @ | \$1.94 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 } | _____ | @ | \$1.94 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 } | _____ | @ | \$1.94 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 } | _____ | @ | \$1.94 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 | _____ | @ | \$1.94 per Gal. |
| M1 | CMS-2 | 011-020-000011 | _____ | @ | \$2.14 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | _____ | @ | \$2.34 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | @ | \$743.00 lump sum |

BID SCHEDULE

Tank Truck
Delivery

District FOUR County MONONGALIA

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | | | |
|-------------|--------------------|---------------------------|---|-------|---|--------|----------|
| H1 | RS-1 | 011-020-000001 | } | _____ | @ | \$1.98 | per Gal. |
| H2 | RS-2 | 011-020-000002 | | | | | |
| I1 | MS-1 | 011-020-000003 | } | _____ | @ | \$1.98 | per Gal. |
| I2 | MS-2 | 011-020-000004 | | | | | |
| J1 | HFMS-1 | 011-020-000018 | } | _____ | @ | \$1.98 | per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | | | |
| K1 | SS-1 Diluted | 011-020-000021 | } | _____ | @ | \$1.98 | 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 | | _____ | @ | \$1.98 | per Gal. |
| M1 | CMS-2 | 011-020-000011 | | _____ | @ | \$2.18 | per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | | _____ | @ | \$2.38 | per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | | @ | \$1073.00 | lump sum |

BID SCHEDULE

Tank Truck
Delivery

District FOUR County PRESTON

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|---|-------|-------------------|
| H1 | RS-1 | 011-020-000001 | } | _____ | @ \$1.98 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 | } | _____ | @ \$1.98 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 | } | _____ | @ \$1.98 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 | } | _____ | @ \$1.98 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 | | _____ | @ \$1.98 per Gal. |
| M1 | CMS-2 | 011-020-000011 | | _____ | @ \$2.18 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | | _____ | @ \$2.38 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | | @ \$1073.00 lump sum |

BID SCHEDULE

Tank Truck
Delivery

District FOUR County TAYLOR

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|-------|---|-----------------|
| H1 | RS-1 | 011-020-000001 } | _____ | @ | \$1.95 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 } | _____ | @ | \$1.95 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 } | _____ | @ | \$1.95 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 } | _____ | @ | \$1.95 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 | _____ | @ | \$1.95 per Gal. |
| M1 | CMS-2 | 011-020-000011 | _____ | @ | \$2.15 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | _____ | @ | \$2.35 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | @ | \$825.00 lump sum |

BID SCHEDULE

Tank Truck
Delivery

District SIX County BROOKE

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|---|-------|-------------------|
| H1 | RS-1 | 011-020-000001 | } | _____ | @ \$1.95 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 | } | _____ | @ \$1.95 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 | } | _____ | @ \$1.95 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 | } | _____ | @ \$1.95 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 | | _____ | @ \$1.95 per Gal. |
| M1 | CMS-2 | 011-020-000011 | | _____ | @ \$2.15 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | | _____ | @ \$2.35 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | | @ \$825.00 lump sum |

BID SCHEDULE

Tank Truck
Delivery

District SIX County HANCOCK

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|---|-------|-------------------|
| H1 | RS-1 | 011-020-000001 | } | _____ | @ \$1.98 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 | } | _____ | @ \$1.98 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 | } | _____ | @ \$1.98 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 | } | _____ | @ \$1.98 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 | | _____ | @ \$1.98 per Gal. |
| M1 | CMS-2 | 011-020-000011 | | _____ | @ \$2.18 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | | _____ | @ \$2.38 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | | @ \$1073.00 lump sum |

BID SCHEDULE

Tank Truck
Delivery

District SIX County MARSHALL

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|---|-------|-------------------|
| H1 | RS-1 | 011-020-000001 | } | _____ | @ \$1.95 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 | } | _____ | @ \$1.95 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 | } | _____ | @ \$1.95 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 | } | _____ | @ \$1.95 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 | | _____ | @ \$1.95 per Gal. |
| M1 | CMS-2 | 011-020-000011 | | _____ | @ \$2.15 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | | _____ | @ \$2.35 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | | @ \$825.00 lump sum |

BID SCHEDULE

Tank Truck
Delivery

District SIX County OHIO

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|-------|---|-----------------|
| H1 | RS-1 | 011-020-000001 } | _____ | @ | \$1.95 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 } | _____ | @ | \$1.95 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 } | _____ | @ | \$1.95 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 } | _____ | @ | \$1.95 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 | _____ | @ | \$1.95 per Gal. |
| M1 | CMS-2 | 011-020-000011 | _____ | @ | \$2.15 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | _____ | @ | \$2.35 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | @ | \$825.00 lump sum |

BID SCHEDULE

Tank Truck
Delivery

District SIX County TYLER

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|---|-------|-------------------|
| H1 | RS-1 | 011-020-000001 | } | _____ | @ \$1.91 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 | } | _____ | @ \$1.91 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 | } | _____ | @ \$1.91 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 | } | _____ | @ \$1.91 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 | _____ | @ \$1.91 | per Gal. |
| M1 | CMS-2 | 011-020-000011 | _____ | @ \$2.11 | per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | _____ | @ \$2.31 | per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | @ \$495.00 | lump sum |

BID SCHEDULE

Tank Truck
Delivery

District SIX County WETZEL

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|-------|---|-----------------|
| H1 | RS-1 | 011-020-000001 } | _____ | @ | \$1.94 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 } | _____ | @ | \$1.94 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 } | _____ | @ | \$1.94 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 } | _____ | @ | \$1.94 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 | _____ | @ | \$1.94 per Gal. |
| M1 | CMS-2 | 011-020-000011 | _____ | @ | \$2.14 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | _____ | @ | \$2.34 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | @ | \$743.00 lump sum |

BID SCHEDULE

Tank Truck
Delivery

District SEVEN County BARBOUR

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|-------|---|-----------------|
| H1 | RS-1 | 011-020-000001 } | _____ | @ | \$1.98 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 } | _____ | @ | \$1.98 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 } | _____ | @ | \$1.98 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 } | _____ | @ | \$1.98 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 | _____ | @ | \$1.98 per Gal. |
| M1 | CMS-2 | 011-020-000011 | _____ | @ | \$2.18 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | _____ | @ | \$2.38 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | @ | \$1073.00 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 } | | @ | \$1.73 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 } | | @ | \$1.73 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 } | | @ | \$1.73 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 } | | @ | \$1.73 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 | | @ | \$1.73 per Gal. |
| M1 | CMS-2 | 011-020-000011 | | @ | \$1.93 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | | @ | \$2.33 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | @ | \$1073.00 lump sum |

BID SCHEDULE

Tank Truck
Delivery

District SEVEN County GILMER

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|---|-------|-------------------|
| H1 | RS-1 | 011-020-000001 | } | _____ | @ \$1.94 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 | } | _____ | @ \$1.94 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 | } | _____ | @ \$1.94 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 | } | _____ | @ \$1.94 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 | | _____ | @ \$1.94 per Gal. |
| M1 | CMS-2 | 011-020-000011 | | _____ | @ \$2.14 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | | _____ | @ \$2.34 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | _____ | @ \$743.00 lump sum |

BID SCHEDULE

Tank Truck
Delivery

District SEVEN County LEWIS

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|-------|---|-----------------|
| H1 | RS-1 | 011-020-000001 } | _____ | @ | \$1.95 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 } | _____ | @ | \$1.95 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 } | _____ | @ | \$1.95 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 } | _____ | @ | \$1.95 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 | _____ | @ | \$1.95 per Gal. |
| M1 | CMS-2 | 011-020-000011 | _____ | @ | \$2.15 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | _____ | @ | \$2.35 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | @ | \$825.00 lump sum |

BID SCHEDULE

Tank Truck
Delivery

District SEVEN County UPSHUR

ANIONIC LIQUID ASPHALTIC EMULSION (Spec. 705.2)

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>DOH CLASSIFICATION</u> | | | |
|-------------|--------------------|---------------------------|---|-------|--------------------------|
| H1 | RS-1 | 011-020-000001 | } | _____ | @ <u>\$1.97</u> per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 | } | _____ | @ <u>\$1.97</u> per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 | } | _____ | @ <u>\$1.97</u> per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 | } | _____ | @ <u>\$1.97</u> 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 | | _____ | @ <u>\$1.97</u> per Gal. |
| M1 | CMS-2 | 011-020-000011 | | _____ | @ <u>\$2.17</u> per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | | _____ | @ <u>\$2.37</u> per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | | @ <u>\$990.00</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 } | _____ | @ | \$1.75 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 } | _____ | @ | \$1.75 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 } | _____ | @ | \$1.75 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 } | _____ | @ | \$1.75 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 | _____ | @ | \$1.75 per Gal. |
| M1 | CMS-2 | 011-020-000011 | _____ | @ | \$2.15 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | _____ | @ | \$2.35 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | @ | \$1238.00 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 } | _____ | @ | \$1.87 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 } | _____ | @ | \$1.87 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 } | _____ | @ | \$1.87 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 } | _____ | @ | \$1.87 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 | _____ | @ | \$1.87 per Gal. |
| M1 | CMS-2 | 011-020-000011 | _____ | @ | \$2.07 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | _____ | @ | \$2.27 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | @ | \$1485.00 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 } | _____ | @ | \$1.87 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 } | _____ | @ | \$1.87 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 } | _____ | @ | \$1.87 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 } | _____ | @ | \$1.87 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 | _____ | @ | \$1.87 per Gal. |
| M1 | CMS-2 | 011-020-000011 | _____ | @ | \$2.07 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | _____ | @ | \$2.27 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | @ | \$1485.00 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 | } | _____ | @ \$1.87 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 | } | _____ | @ \$1.87 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 | } | _____ | @ \$1.87 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 | } | _____ | @ \$1.87 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 | | _____ | @ \$1.87 per Gal. |
| M1 | CMS-2 | 011-020-000011 | | _____ | @ \$2.07 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | | _____ | @ \$2.27 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | | @ \$995.00 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 } | _____ | @ | \$1.88 per Gal. |
| H2 | RS-2 | 011-020-000002 | | | |
| I1 | MS-1 | 011-020-000003 } | _____ | @ | \$1.88 per Gal. |
| I2 | MS-2 | 011-020-000004 | | | |
| J1 | HFMS-1 | 011-020-000018 } | _____ | @ | \$1.88 per Gal. |
| J2 | HFMS-2 | 011-020-000019 | | | |
| K1 | SS-1 Diluted | 011-020-000021 } | _____ | @ | \$1.88 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 | _____ | @ | \$1.88 per Gal. |
| M1 | CMS-2 | 011-020-000011 | _____ | @ | \$2.08 per Gal. |
| N1 | Polymer Modified Cationic Grade | 011-020-000024 | _____ | @ | \$2.28 per Gal. |
| O1 | Return Load Charge (Loads returned to terminal through no fault of the vendor) | | | @ | \$1050.00 lump sum |

RFQ No. 6610C024

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: ASPHALT MATERIALS, INC.

Authorized Signature: *Dee Pleasa* Date: 4/27/10

State of OHIO

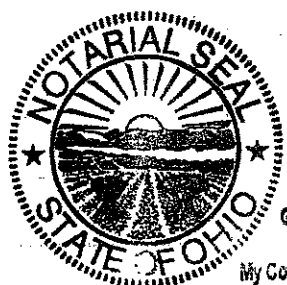
County of WASHINGTON, to-wit:

Taken, subscribed, and sworn to before me this 28th day of APRIL, 2010.

My Commission expires November 1, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC *Greg Johnson*



GREG JOHNSON, Notary Public
In and For The State of Ohio
My Commission Expires November 1, 2014