

LASH PAVING, INC.

P. O. Box 296 • Colerain, OH 43916 • Phone: (740) 635-4335 • Fax: (740) 635-1047

FAX COVER PAGE

26TH @ 9:00 am

TO: WV DOT, Dept of Admin., Purchasing Division
Mr. Alan Cummings
Fax: (304) 558-3970

DATE: June 25, 2013

FROM: Scott Schnegg

OF PAGES: 9
INCLUDING COVER

SUBJECT: Quotation for: Winter Grade Bit. Patching Mixture (COLD MIX)

Attached is our quote for RFQ Number 6613C037

WV State Purchasing Division

Bid Date: 06/26/13

Bid Time: @ 1:30PM

Please Advise Us If You Have Any Questions Or Concerns.

Thank You!!

IF YOU DO NOT RECEIVE ALL THESE PAGES GIVE US A CALL. THANK YOU.



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

Solicitation

NUMBER	PAGE
6613C037	1
ADDRESS CORRESPONDENCE TO ATTENTION OF:	
ALAN CUMMINGS 304-558-2402	

*205110957 740-635-4335
 LASH PAVING INC
 70700 SWINGLE RD
 PO BOX 296
 COLERAIN OH 43916-0296

DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

TODAY'S

P R I N T

DATE PRINTED
 06/06/2013

BID OPENING DATE: 06/26/2013 BLD OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 01		
				THIS ADDENDUM IS ISSUED TO MODIFY THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION.		
						06/26/13 09:07:55 AM West Virginia Purchasing Division
0001	1	GL		745-67		
				WINTER GRADE BITUMINOUS PATCHING MIXTURE		

SIGNATURE: *David P. Rash Jr* TELEPHONE: (740) 635-4335 DATE: 6/26/13
 TITLE: President FEIN: 20-8522305 ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: 6613C037
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

To correct the bid opening date to June 26, 2013 at 1:30 PM

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 6613C037

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Lash Paving, Inc.

Company

David P. Lash

Authorized Signature

6/26/13

Date

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

Revised 6/8/2012

+

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Lash Paving, Inc.

(Company)

David P. Lash, Jr.

(Authorized Signature)

David P. Lash, Jr. - Pres.

(Representative Name, Title)

(740) 635-4335

(740) 635-1047

(Phone Number)

(Fax Number)

06/26/13

(Date)

REQUEST FOR QUOTATION
6613C037 Winter Grade Bituminous Patching Mixture
Cold Mix

6.5 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, reworking of the material shall be in accordance to the specifications of Section 3.2.3 Acceptance of the Mixture, Section 3.2.5 Workability and Section 3.2.6 Storage of this Contract.

6.6 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. MISCELLANEOUS:

7.1 No Substitutions: The Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract by a Change Order.

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

7.4 Reports: The Vendor shall provide quarterly reports and annual summaries to the Agency showing the Contract Items purchased, quantities of Contract Items purchased and the total dollar value of the Contract Items purchased. The Vendor shall also provide reports, upon request, showing the Contract Items purchased during the term of this Contract, the quantity purchased for each of those Contract Items and the total value of purchases for each of those Contract Items. Failure to supply such reports may be grounds for cancellation of this Contract.

7.5 Contract Manager: During its performance of this Contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. The Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Scott Schnegg
Telephone Number: 740 635-4335
Fax Number: 740 635-1047
Email Address: lashpaving@comcast.net

Pricing Winter Grade Bituminous Patching - Cold Mix
Page

6613C037

Delivery: F.O.B. WV Division of Highways Storage Site
DISTRICT 6

**AWARD SHALL BE BASED ON THE LOW-BID
UNIT COST PER TON, PER LOCATION.**

County	Delivery/Storage Site	Unit of Measure	Estimated Number Tons	Unit Cost Per Ton	Extended Cost
Brooke	Wellsburg	TON	200	99.00	19,800.00
Brooke	Weirton	TON	0	-----	-----
Hancock	New Manchester	TON	300	102.00	30,600.00
Marshall	Glen Dale	TON	1300	97.00	126,100.00
Marshall	Cameron	TON	700	104.00	72,800.00
Ohio	Triadelphia	TON	150	94.00	14,100.00
Ohio	I-70 @ Triadelphia	TON	100	94.00	9,400.00
Tyler	Centerville	TON	100	114.00	11,400.00
Tyler	Sistersville	TON	200	109.00	21,800.00
Tyler	Sistersville Old Headquarters	TON	0	-----	-----
Wetzel	Hundred	TON	100	114.00	11,400.00
Wetzel	New Martinsville	TON	150	104.00	15,600.00
Wetzel	Pine Grove	TON	100	109.00	10,900.00

*Quantities listed in this RFQ are approximations only. 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

Lash Paving, Inc.
P.O. Box 296
Colerain, Ohio 43916

RFQ No. 66130037

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Lash Paving, Inc.
Authorized Signature: David P. Rabe Jr Date: 6/26/13

State of Ohio
County of Belmont, to-wit:

Taken, subscribed, and sworn to before me this 26 day of June, 2013.

My Commission expires NANCY M. PHILLIPOVICH, 20 .

STATE OF OHIO
APRIL 23, 2018

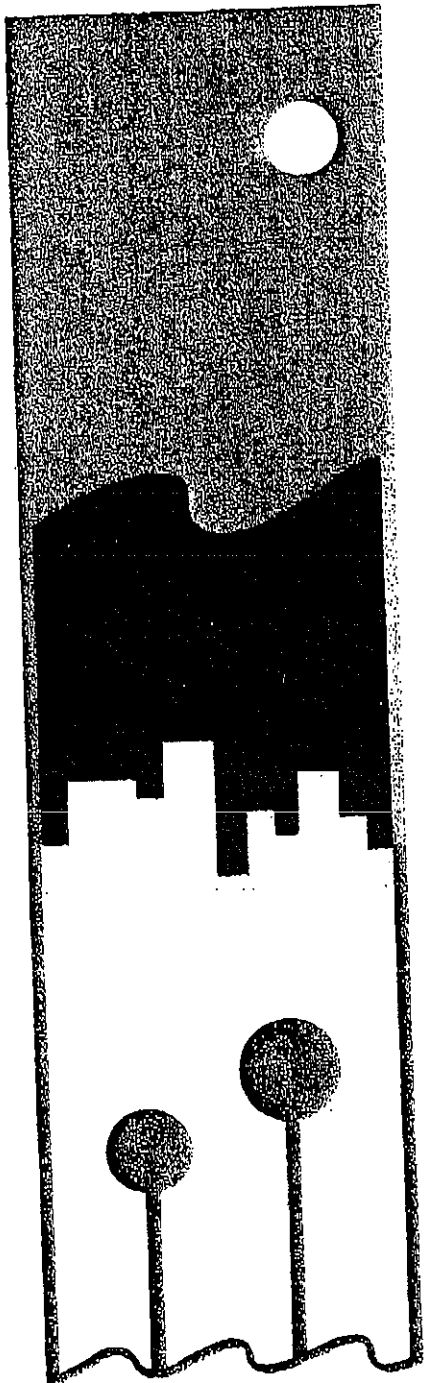
AFFIX SEAL HERE

NOTARY PUBLIC

Nancy M. Phillipovich
Purchasing Affidavit (Revised 07/01/2012)

NOTE:

Vendor and Notary's date must be the same.
Notary required to AFFIX SEAL on Purchasing Affidavit



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV008099

Classification:

RESIDENTIAL
SPECIALTY
ASPHALT
EXCAVATION

LASH PAVING INC
DBA LASH PAVING INC
PO BOX 296
COLERAIN, OH 43916-0296

Date Issued

Expiration Date

SEPTEMBER 30, 2012

SEPTEMBER 30, 2013

David P. Lash

Authorized Company Signature

Michael A. Carl

Chair, West Virginia Contractor
Licensing Board

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