



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

State of West Virginia
 Request for Quotation
 19 - Highways

Proc Folder: 281921

Doc Description: Addendum No. 4 - ASPHALT - MATERIAL AND PICKUP BY WVDOH

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-01-20	2017-01-25 13:30:00	CRFQ 0803 DOT1700000045	5

BID RECEIVING LOCATION

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

VENDOR


Vendor Name, Address and Telephone Number:

American Asphalt of WV
 PO Box 229
 Kenova, WV 25530
 304-453-6196

01/24/17 13:42:17
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X  FEIN # 45-5468955 DATE 1/23/2017

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

ADDITIONAL INFORMATION

Addendum 4 - to change the buyer information to -

Mark Atkins
 Phone - (304) 558-2307
 Email - mark.a.atkins@wv.gov

No other changes made.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	ASPHALT - MATERIAL AND PICKUP BY WVDOT	0.00000			

Comm Code	Manufacturer	Specification	Model #
30121601			

Extended Description :

ASPHALT - MATERIAL AND PICKUP BY WVDOT PER THE PRICING PAGES/E-CATALOG

Vendor shall use Exhibit A Pricing Page for bid pricing. If bidding online vendor must attach the pricing page and information attachment to their bid. See Section 18 of Instructions to Bidders for additional information.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Due	2016-12-29

DOT1700000045	Document Phase Final	Document Description Addendum No. 4 - ASPHALT - MATERIAL AND PICKUP BY WVDOT	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION
Asphalt
Materials and Pickup by Agency

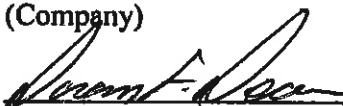
- 12.2 Vendor Supply:** The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.
- 12.3 Reports:** The Vendor shall provide 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.
- 12.4 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: ROBERT E. SCOTT
Telephone Number: 304-453-6196
Fax Number: 304-453-6430
Email Address: robertscottbt@live.com

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Robert E. Scott - Representative
(Name, Title)
ROBERT E. SCOTT - Representative
(Printed Name and Title)
PO Box 229 Kenova, WV 25530
(Address)
304-453-6196 FAX 304-453-6430
(Phone Number) / (Fax Number)
ROBERTSCOTT@TIElive.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

American Asphalt of WV LLC
(Company)
 Daron F. Dem President
(Authorized Signature) (Representative Name, Title)
Daron F. Dem - President
(Printed Name and Title of Authorized Representative)
01/23/2017
(Date)
304-453-6196 FAX 304-453-6430
(Phone Number) (Fax Number)

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS	PRODUCT/CATEGORY	MODEL	DRAWING	PIECE	SERIAL NUMBER	SPECIFICATION	SIZE	COLOR	PICTURE FILE NAME ?	
000000189366	10-I	American Asp of WV-St.Albans	N/A	10-I	30121601	Asphalt	District 10 - Asphalt Section 402 - 9.5mm Superpave	TON	68.00	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000189366	10-J	American Asp of WV-St.Albans	N/A	10-J	30121601	Asphalt	District 10 - Asphalt Section 401 - Wearing 1	TON	58.62	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000189366	10-K	American Asp of WV-St.Albans	N/A	10-K	30121601	Asphalt	District 10 - Asphalt Section 402 - Wearing 1	TON	62.71	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000189366	10-L	American Asp of WV-St.Albans	N/A	10-L	30121601	Asphalt	District 10 - Asphalt Section 401 - 4.75mm Superpave	TON	65.67	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000189366	10-M	American Asp of WV-St.Albans	N/A	10-M	30121601	Asphalt	District 10 - Asphalt Section 402 - 4.75mm Superpave	TON	69.67	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000189366	10-N	American Asp of WV-St.Albans	N/A	10-N	30121601	Asphalt	District 10 - Asphalt Section 401 - Wearing III	TON	60.49	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000189366	10-O	American Asp of WV-St.Albans	N/A	10-O	30121601	Asphalt	District 10 - Asphalt Section 402 - Wearing III	TON	63.67	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000189366	10-P	American Asp of WV-St.Albans	N/A	10-P	30121601	Asphalt	District 10 - Asphalt Plant Run	TON	58.62	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000189366	10-Q	American Asp of WV-St.Albans	N/A	10-Q	30121601	Asphalt	District 10 - Surcharge for PG Binder - 70 minus 22	TON	7.50	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000189366	10-R	American Asp of WV-St.Albans	N/A	10-R	30121601	Asphalt	District 10 - Surcharge for PG Binder - 76 minus 22 - ordered in 400 ton increments	TON	13.50	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000189366	10-AQ1	American Asp of WV-St.Albans	N/A	10-AQ1	30121601	Asphalt	District 10 - Off-Season Plant Opening - First Day	DAY	2000.00	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
000000189366	10-AQ2	American Asp of WV-St.Albans	N/A	10-AQ2	30121601	Asphalt	District 10 - Off-Season Plant Opening - Each Additional Day	DAY	500.00	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

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: American Asphalt of WV LLC
Authorized Signature: [Signature] Date: 01/23/2017

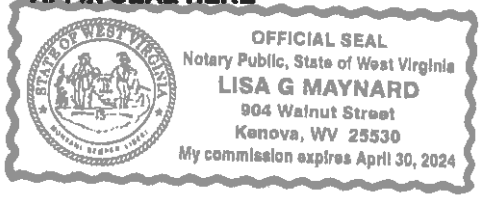
State of West Virginia

County of Wayne, to-wit:

Taken, subscribed, and sworn to before me this 23rd day of January, 2017.

My Commission expires April 30, 2024.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 08/01/2015)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT170000045

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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" 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 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.

American Asphalt of WV LLC
Company

David F. Deane
Authorized Signature

1-23-2017
Date

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



CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY) 1/5/17

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY GBSNER INSURANCE AGENCY INC 526 6TH AVE HUNTINGTON, WV 25701-1912 (304)525-6500	AGENT'S NO. EB1354	COMPANY(IES) AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable in NY) Erie Indemnity Co., Attorney-In-Fact Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY
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NAME AND ADDRESS OF NAMED INSURED AMERICAN ASPHALT OF WV LLC PO BOX 29 KENOVA, WV 25530	This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.
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This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CO Add'l LTB Ins'd	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
D	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q43 6250068	7/12/16	7/12/17	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any One Fire)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any One Person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV. INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any One Fire)	\$ 1,000,000	MED EXP (Any One Person)	\$ 5,000	PERSONAL & ADV. INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMP/OP AGG	\$ 2,000,000
EACH OCCURRENCE	\$ 1,000,000																
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PERSONAL & ADV. INJURY	\$ 1,000,000																
GENERAL AGGREGATE	\$ 2,000,000																
PRODUCTS-COMP/OP AGG	\$ 2,000,000																
D	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE	Q07 6230181	7/12/16	7/12/17	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr><td>BODILY INJURY (EACH PERSON)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (EACH ACCIDENT)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY AND PROPERTY DAMAGE COMBINED</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	BODILY INJURY (EACH PERSON)	\$	BODILY INJURY (EACH ACCIDENT)	\$	PROPERTY DAMAGE	\$	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,000				
BODILY INJURY (EACH PERSON)	\$																
BODILY INJURY (EACH ACCIDENT)	\$																
PROPERTY DAMAGE	\$																
BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,000																
D	<input type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$	Q31 6270017	7/12/16	7/12/17	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$		\$				
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AGGREGATE	\$ 4,000,000																
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E	<input type="checkbox"/> WORKERS COMPENSATION & EMPLOYERS LIABILITY	Q91 1200691	7/12/16	7/12/17	<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr><th colspan="2" style="text-align: center;">STATUTORY</th></tr> <tr><td>BODILY INJURY BY</td><td>ACCIDENT \$ 1,000,000 EACH ACCIDENT</td></tr> <tr><td></td><td>DISEASE \$ 1,000,000 POLICY LIMIT</td></tr> <tr><td></td><td>DISEASE \$ 1,000,000 EACH EMPLOYEE</td></tr> </table>	STATUTORY		BODILY INJURY BY	ACCIDENT \$ 1,000,000 EACH ACCIDENT		DISEASE \$ 1,000,000 POLICY LIMIT		DISEASE \$ 1,000,000 EACH EMPLOYEE				
STATUTORY																	
BODILY INJURY BY	ACCIDENT \$ 1,000,000 EACH ACCIDENT																
	DISEASE \$ 1,000,000 POLICY LIMIT																
	DISEASE \$ 1,000,000 EACH EMPLOYEE																
	OTHER																

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

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

NAME AND ADDRESS OF CERTIFICATE HOLDER State of West Virginia 2019 Washington St. E. Charleston, WV 25305	AUTHORIZED REPRESENTATIVE
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