

State of West Virginia **Request for Quotation** 19 - Highways

Proc Folder: 494016

Doc Description: 6619C018-LIQUID CALCIUM CHORIDE

Proc Type: Central Master Agreement

Date Issued **Solicitation Closes** Solicitation No Version 2018-11-08 2018-12-12 **CRFQ** 0803 DOT1900000043 1 13:30:00

25305

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON

WV

US

VENDOR

Vendor Name, Address and Telephone Number:

Tetra Technologies 24955 1-45 The Wood lands, TX.

77380

281-364-2266

RECEIVED

2018 DEC 11 AM 9: 43

W PURCHASING DIVISION

FOR INFORMATION CO	NTACT THE BUYER
--------------------	-----------------

Crystal Rink (304) 558-2402 crystal.g.rink@wv.gov

Signature X From Cuclosson FEIN# 74-2148293

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

DATE 12-10-18

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR LIQUID CALCIUM CHLORIDE PER THE ATTACHED DOCUMENTS.

INVOICE TO		SHIP TO			
A DI UNIO A PURO DI LA CARRANTE		l l	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	LIQUID CALCIUM CHLORIDE	0.00000	GL		
L					

Comm Code	Manufacturer	Specification	Model #	***
51182401				· · · · · · · · · · · · · · · · · · ·

Extended Description:

LIQUID CALCIUM CHLORIDE PER PRICING PAGES, EXHIBIT A AND EXHIBIT B

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LineEventEvent Date1QUESTION DEADLINE 10AM EST2018-11-16

	Document Phase	Document Description	Page 3
DOT1900000043	Final	6619C018-LIQUID CALCIUM CHORIDE	of 3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION CRFQ DOT1900000043 Liquid Calcium Chloride (DOT6619C018)

- 7.2.2 Immediate cancellation of one or more delivery orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions: 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.
- 8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Ron Anderson
Telephone Number: 304-488.5419
Fax Number: 281-298-7150
Email Address: Canclesson @teascatel. 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.

Ron Anderson Sales mgr. Appalachia
(ranc, rice)
(Printed Name and Title) Sales Mgr. appelachia
(Time of The time)
(Address) T-45, The Woodlends, Tx 77380
304-488-5419 - 281-298-7150
(Phone Number) / (Fax Number)
(email address) (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.

(Company) Technologies, Inc.
(Authorized Signature) (Representative Name, Title)
Ron Anderson Seles Mar. Appalachia (Printed Name and Title of Authorized Representative)
12-10-18 (Date)
304-488-5419 + 281-298-7150 (Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT1900000043

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)
Addendum No. 1 Addendum No. 6 Addendum No. 2 Addendum No. 7 Addendum No. 3 Addendum No. 8 Addendum No. 4 Addendum No. 9 Addendum No. 5 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.
Tetra Technologies Inc.
Authorized Signature
12-10-18 Date
NOTE: The second

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

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, properly taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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" meens 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, dafaulted 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 exceed 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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:

First United Methodist Church 304 W 5th St Williamstown WV 26187

Vendor's Name: Tetra Technol	ogies The.
Authorized Signature: Ron Que	Date: 12-10-18
State of West Virginia	
County of Wood , to-wit:	
Taken, subscribed, and sworn to before me this of da	NOT DIE RANGE 2018
My Commission expires 5-16-21	2021.
wy Commission Capites	
MTDCGEARTHERS	NOTARY PUBLIC Polina Chalerson
NOTARY PUBLIC - OFFICIAL SEAL KIANNA ANDERSON State of West Virginia	Purchasing Affidavit (Revised 01/19/2018)
My Comm. Expires May 16, 2021	

Exhibit A Liquid Calcium Chloride

Vendor shall submit one unit price per County which shall include all locations in that County. Vendor may bid any or all Counties.

Unit of Measure shall be PER GALLON.

Extended Cost is calculated by multiplying "Total Estimated Quantity for County" by the "Unit Cost Per Gallon".

Delivery: F.O.B. WV Division of Highways Storage Site Award shall be to the low-bid Vendor per County.

DISTRICT 1

		Estimated Number	Unit Cost	Extended
County	Delivery/Storage Site	Gallons	Per Gallon	Cost
Boone	Roch Creek SITE and clinton site	10,000		
Boone	Total Estimated Quantity for County	10,000	\$0.82	\$8,200.00
Clay	Widen Road & CR 11	5,000		
Clay	Total Estimated Quantity for County	5,000	\$0.82	\$4,100.00
Kanawha	Chelyan	5,000		
Kanawha	Elkview	5,000		
Kanawha	North Charleston	5,000		
Kanawha	St. Albans	5,000		
Kanawha	I-64 @ Scary Creek	5,000		
Kanawha	I-64 @ Rt. 119 and Penn. Avenue	0		
Kanawha	I-77 @ Sissonville	5,000		
Kanawha	I-79 @ Amma	5,000		
Kanawha	Corridor G @ Alum Creek	5,000		
Kanawha	Total Estimated Quantity for County	40,000	\$0.82	\$32,800.00
Mason	Pt. Pleasant	6,000		
Mason	Total Estimated Quantity for County	6,000	\$0.82	\$4,920.00
Putnam	Hurricane site and Redhouse site	10,000		
Putnam	Total Estimated Quantity for County	10,000	\$0.82	\$8,200.00
	Estimated Totals per District	71,000		\$58,220.00

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

Award shall be to the low-bid Vendor per County.

DISTRICT 2

		Estimated Number	Unit Cost	Extended
County	Delivery/Storage Site	Gallons	Per Gallon	Cost
Cabell	Barboursville	5,000		
Cabell	I-64 @ Huntington	5,000		
Cabell	Total Estimated Quantity for County	10,000	\$0.89	\$8,900.00
Lincoln	West Hamlin	3,000		
Lincoln	Yawkey	3,000		
Lincoln	Harts	3,000		
Lincoln	Total Estimated Quantity for County	9,000	\$0.89	\$8,010.00
Logan	Corridor G @ Chapmanville	4,000		
Logan	Wilkinson	5,000		
Logan	Total Estimated Quantity for County	9,000	\$0.89	\$8,010.00
Mingo	Corridor G @ Miller's Creek	5,000		
Mingo	Gilbert	7,000		
Mingo	Total Estimated Quantity for County	12,000	\$0.89	\$10,680.00
Wayne	Pritchard	5,000		
Wayne	Wayne	5,000		
Wayne	Crum	3,000		
Wayne	Total Estimated Quantity for County	13,000	\$0.89	\$11,570.00
	Estimated Totals per District	53,000		\$47,170.00

Exhibit A

Liquid Calcium Chloride

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Unit of Measure shall be PER GALLON.

Extended Cost is calculated by multiplying "Total Estimated Quantity for

County" by the "Unit Cost Per Gallon".

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

Award shall be to the low-bid Vendor per County.

DISTRICT 3

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Calhoun	Millstone	6,000		
Calhoun	Total Estimated Quantity for County	6,000	\$0.89	\$5,340.00
Jackson	Ripley	6,000		
Jackson	I-77 @ Medina	0		
Jackson	Total Estimated Quantity for County	6,000	\$0.89	\$5,340.00
Pleasants	Belmont	6,000		
Pleasants	Total Estimated Quantity for County	6,000	\$0.89	\$5,340.00
Ritchie	APD Pennsboro	6,000		
Ritchie	Ellenboro	6,000		
Ritchie	Corridor D @ Nutter Farm	6,000		
Ritchie	Total Estimated Quantity for County	18,000	\$0.89	\$16,020.00
Roane	Spencer	6,000		
Roane	Total Estimated Quantity for County	6,000	\$0.89	\$5,340.00
Wirt	Elizabeth	6,000		
Wirt	Total Estimated Quantity for County	6,000	\$0.89	\$5,340.00
Wood	Parkersburg @ Rt. 95S	6,000		
Wood	I-77 @ Parkersburg	6,000		
Wood	Corridor D @ Riverhill	6,000		
Wood	Total Estimated Quantity for County	18,000	\$0.89	\$16,020.00
	Estimated Totals per District	66,000		\$58,740.00

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County" by the "Unit Cost Per Gallon".

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

Award shall be to the low-bid Vendor per County.

DISTRICT 4

0	Dalinon/Otomore Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
County	Delivery/Storage Site		Per Gallon	COSL
Doddridge	Smithburg	2,000	00.00	64 700 00
Doddridge	Total Estimated Quantity for County	2,000	\$0.89	\$1,780.00
Harrison	Gore	2,000		
Harrison	1-79 @ Lost Creek	2,000		
Harrison	APD 50 @ Tunnel Hill	2,000		
Harrison	Total Estimated Quantity for County	6,000	\$0.89	\$5,340.00
Marion	Fairmont	2,000		
Marion	Mannington	2,000		
Marion	Total Estimated Quantity for County	4,000	\$0.89	\$3,560.00
Monongalia	I-79 @ Goshen Road	2,000		
Monongalia	Ridgedale	2,000		
Monongalia	Pentress	2,000		
Monongalia	Total Estimated Quantity for County	6,000	\$0.89	\$5,340.00
Preston	Albright	2,000		
Preston	Aurora	2,000		
Preston	Bruceton Mills	2,000		
Preston	Fellowsville	2,000		
Preston	Terra Alta	2,000		
Preston	I-68 @ Cooper's Rock	2,000		
Preston	Total Estimated Quantity for County	12,000	\$0.89	\$10,680.00
Taylor	Fetterman/Prunytown	2,000		
Taylor	Total Estimated Quantity for County	2,000	\$0.89	\$1,780.00
	Estimated Totals per District	32,000	·	\$28,480.00

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

Award shall be to the low-bid Vendor per County.

DISTRICT 5

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Berkeley	I-81 @ Martinsburg (0571)	0		
Berkeley	1867 Rock Cliff Drive (0502)	2,500		
Berkeley	I-81 @ Exit 8 (0571)	0		
Berkeley	Total Estimated Quantity for County	2,500	\$0.95	\$2,375.00
Grant	Petersburg	0		
Grant	Mt. Storm	0		
Grant	Total Estimated Quantity for County	0	\$0.95	\$0.00
Hampshire	Romney	0		
Hampshire	Capon Bridge	0		
Hampshire	Slanesville	0		
Hampshire	Total Estimated Quantity for County	0	\$0.95	\$0.00
Hardy	Moorefield	2,000		
Hardy	Moorefield, Corridor H, Section 2	2,000		
Hardy	Baker	2,000		
Hardy	Total Estimated Quantity for County	6,000	\$0.95	\$5,700.00
Jefferson	Charles Town (0519)	2,500		
Jefferson	Total Estimated Quantity for County	2,500	\$0.95	\$2,375.00
Mineral	New Creek	0		
Mineral	Sky Line	0		s .
Mineral	Short Gap	0		
Mineral	Burlington	0		
Mineral	Total Estimated Quantity for County	0	\$0.95	\$0.00
Morgan	Berkeley Springs	2,000		\(\frac{1}{2}\)
Morgan	Total Estimated Quantity for County	2,000	\$0.95	\$1,900.00
	Estimated Totals per District	13,000		\$12,350.00

Exhibit A Liquid Calcium Chloride

Vendor shall submit one unit price per County which shall include all locations in that County. Vendor may bid any or all Counties.

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

Award shall be to the low-bid Vendor per County.

DISTRICT 6

		Estimated Number	Unit Cost	Extended
County	Delivery/Storage Site	Gallons	Per Gallon	Cost
Brooke	Wellsburg	8,000		
Brooke	Weirton	8,000		
Brooke	Total Estimated Quantity for County	16,000	\$0.89	\$14,240.00
Hancock	New Manchester	8,000		
Hancock	Total Estimated Quantity for County	8,000	\$0.89	\$7,120.00
Marshall	Glen Dale	12,000		
Marshall	Cameron	8,000		
Marshall	Total Estimated Quantity for County	20,000	\$0.89	\$17,800.00
Ohio	Triadelphia	8,000		
Ohio	I-70 @ Triadelphia	20,000		
Ohio	Total Estimated Quantity for County	28,000	\$0.89	\$24,920.00
Tyler	Sistersville	0		
Tyler	Total Estimated Quantity for County	0	\$0.89	\$0.00
Wetzel	New Martinsville	8,000		
Wetzel	Pine Grove	8,000		
Wetzel	Hundred	8,000		
Wetzel	Total Estimated Quantity for County	24,000	\$0.89	\$21,360.00
	Estimated Totals per District	96,000		\$85,440.00

Exhibit A Liqu

Liquid Calcium Chloride

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Unit of Measure shall be PER GALLON.

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

Award shall be to the low-bid Vendor per County.

DISTRICT 7

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Barbour	Phillipi	5,000		
Barbour	Belington	5,000		
Barbour	Total Estimated Quantity for County	10,000	\$0.89	\$8,900.00
Braxton	Gassaway	5,000		
Braxton	I-79 @ Coon Knob	5,000		
Braxton	I-79 @ Burnsville	5,000		
Braxton	Total Estimated Quantity for County	15,000	\$0.89	\$13,350.00
Gilmer	Glenville	5,000		
Gilmer	Total Estimated Quantity for County	5,000	\$0.89	\$4,450.00
Lewis	Weston (Ben Dale)	5,000		
Lewis	Corridor H @ Mudlick	2,000		
Lewis	Total Estimated Quantity for County	7,000	\$0.89	\$6,230.00
Upshur	Clow Lot @ Buckhannon	5,000		
Upshur	Kanawha Head	5,000		
Upshur	Total Estimated Quantity for County	10,000	\$0.89	\$8,900.00
Webster	Hacker Valley	5,000		
Webster	Total Estimated Quantity for County	5,000	\$0.89	\$4,450.00
· <u> </u>	Estimated Totals per District	52,000		\$46,280.00

Exhibit A Liquid Calcium Chloride

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

Award shall be to the low-bid Vendor per County.

DISTRICT 8

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Pendleton	Franklin, 220 North	2,000		
Pendleton	Franklin, 220 South	2,000		
Pendleton	Total Estimated Quantity for County	4,000	\$0.99	\$3,960.00
Pocahontas	Marlinton	6,000		
Pocahontas	Seebert	2,000		
Pocahontas	Greenbank	2,000		
Pocahontas	Bartow (Thornwood)	2,000		
Pocahontas	Slaty Fork	2,000		
Pocahontas	Total Estimated Quantity for County	14,000	\$0.99	\$13,860.00
Randolph	Elkins	2,000		
Randolph	Harman	2,000		
Randolph	Mill Creek	2,000		
Randolph	Corridor H Lot @ Elkins	2,000		
Randolph	Total Estimated Quantity for County	8,000	\$0.99	\$7,920.00
Tucker	Parsons	2,000		
Tucker	Thomas	2,000		
Tucker	Total Estimated Quantity for County	2,300	\$0.99	\$2,277.00
	Estimated Totals per District	28,300		\$28,017.00

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

Award shall be to the low-bid Vendor per County.

DISTRICT 9

County	Delivery/Storage Site	Estimated Number Gallons	Unit Cost Per Gallon	Extended Cost
Fayette	Oak Hill	1,000		
Fayette	Lookout	1,000		
Fayette	Falls View	1,000		
Fayette	Total Estimated Quantity for County	3,000	\$0.92	\$2,760.00
Greenbrier	Lewisburg	5,000		
Greenbrier	Crawley	7,000		
Greenbrier	I-64 @ Hart's Run	4,000		
Greenbrier	Total Estimated Quantity for County	16,000	\$0.92	\$14,720.00
Monroe	Union	6,000		
Monroe	Peterstown	6,000		
Monroe	Total Estimated Quantity for County	12,000	\$0.92	\$11,040.00
Nicholas	Summersville	2,000		
Nicholas	Curtin	2,000		
Nicholas	Corridor L @ Muddlety	1,000		
Nicholas	Total Estimated Quantity for County	5,000	\$0.92	\$4,600.00
Summers	Hinton	6,000		
Summers	Total Estimated Quantity for County	6,000	\$0.92	\$5,520.00
	Estimated Totals per District	42,000		\$38,640.00

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

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DISTRICT 10

		Estimated		
		Number	Unit Cost	Extended
County	Delivery/Storage Site	Gallons	Per Gallon	Cost

No Delivery Sites for District 10

Exhibit B Pricing Page Liquid Calcium Chloride

F.O.B. Vendor's Storage Site

Location of Storage Site	Cost Per Gallon*
401 Buckeye St.	\$0.85
Parkersburg, WV. 26101	Ç6.0Ç

^{*}Bid price shall include cost of vendor loading WVDOH trucks.